

**ORDINANCE NO. JO-019-2021**

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, THE LOUISIANA DEPARTMENT OF TREASURY AND THE STATE OF LOUISIANA CONCERNING ACT 45 OF 2020 SECOND EXTRAORDINARY LEGISLATIVE SESSION OF THE LOUISIANA LEGISLATURE AND AMENDING THE FY 20/21 CAPITAL BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REIMBURSEMENT REVENUES FROM THE STATE OF LOUISIANA, DEPARTMENT OF TREASURY IN THE AMOUNT OF \$500,000 AND APPROPRIATING WITHIN THE PUBLIC WORKS DEPARTMENT FOR ROAD INFRASTRUCTURE IMPROVEMENT PROJECTS**

**BE IT ORDAINED** by the Lafayette City Council and the Lafayette Parish Council, that:

**WHEREAS**, Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 45 contains a line item appropriation within the State's budget for the benefit of Lafayette City-Parish Consolidated Government ("LCG") of which the sum of \$500,000 has been allocated for this project, as set forth in the attached Cooperative Endeavor Agreement, Attachment A Plan; and

**WHEREAS**, LCG desires to use these funds to implement road infrastructure improvement projects; and

**WHEREAS**, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and La. R.S. 33:1324, *et seq.* provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements/intergovernmental agreements between themselves for specific purposes.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette City Council and the Lafayette Parish Council, that:

**SECTION 1:** All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President is hereby authorized to enter into the Agreement in substantially the same form as is attached hereto. Furthermore, the Lafayette Mayor-President is hereby authorized to sign any and all other documents and take any and all other actions in connection therewith.

**SECTION 3:** The FY 20/21 capital budget of the Lafayette City-Parish Consolidated Government is hereby amended by increasing reimbursement revenues by \$500,000 and appropriating within the Public Works Department for road infrastructure improvements projects.

**SECTION 4:** The increase in revenues shall be reflected in any pertinent documents which are attached hereto and made a part hereof and filed in the Office of the Lafayette Clerk of the Council.

**SECTION 5:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 6:** After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon signature of this joint ordinance by the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

\* \* \* \* \*

Fiscal Year: 2021  
 Ordinance #: \_\_\_\_\_

Fund: Description:  
 127 GRANTS - STATE

Justification:  
 Recognize \$500,000 in reimbursable revenues for: Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 45 contains a line item appropriation within the Agency's budget for the benefit of Lafayette Consolidated Government of which the sum of FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS has been allocated for this program/project.

ACCOUNTING UNIT	ACCOUNT	SUB ACCOUNT	ACCOUNT DESCRIPTION	ACTIVITY	ACTIVITY DESCRIPTION	ACCOUNT CATEGORY	ADJUSTMENT AMOUNT	CURRENT GL BUDGET	ADJUSTED BUDGET	CURRENT AC BUDGET	ADJUSTED BUDGET	
1270999	42305		HIWAYS & STREET'S STA	127022109990001	ACT 45 2020 EXTRA LEG SESSION	42305	(500,000.00)	(1,974,814.96)	(2,474,814.96)	0.00	(500,000.00)	
1275130	89000		CAPITAL OUTLAY	127022151300101	ACT 45 2020 RD INFRASTRUCT IMP	89000	500,000.00	1,974,814.96	2,474,814.96	0.00	500,000.00	
<p><b>RECEIVED</b></p> <p>MAR 31 2021</p> <p>BUDGET MGMT</p>												
Total Adjustments							0.00					

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

Reserve Balances (Budget Use Only)

**Operating Funds**

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

**Capital Funds**

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

*Handwritten:* 4/5/21

DIVISION HEAD: *[Signature]* DATE: 3/30/21

DEPARTMENT HEAD: *[Signature]* DATE: 3/31/21

BUDGET MANAGEMENT OFFICER: *[Signature]* DATE: 4/1/21

MANAGER PRESIDENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Updated 03/12/18

**STATE OF LOUISIANA**  
**COOPERATIVE ENDEAVOR AGREEMENT**  
**(Line Item Appropriation)**

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Lafayette Consolidated Government officially domiciled at 705 W. University Avenue, Lafayette, LA 70506, hereinafter referred to as "Contracting Party".

**ARTICLE I**

WITNESSETH:

1.1 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...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

1.2 WHEREAS, Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 45 contains a line item appropriation within the Agency's budget for the benefit of Lafayette Consolidated Government of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: for road infrastructure projects;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 45 of 2020 Second Extraordinary Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall: revitalize and/or rehabilitate 10,978' of asphalt roads to increase safety and efficiency within Lafayette.

2.2 Deliverables: Lafayette Consolidated Government will publicly bid an asphalt maintenance project that will reconstruct or overlay seven (7) miles of roads. This funding will account for two (2) miles of the program.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan

showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.**

### **ARTICLE III CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

**PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

**PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

**PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2020 and June 30, 2021, and this project and all of the Contracting Party's services shall be completed by that date, unless an extension is granted by Act of the

Louisiana Legislature providing such an extension. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2021, MUST, under all circumstances, be received by the Agency no later than July 15, 2021, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2021.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-1335255**.

#### **ARTICLE V** **TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party



shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 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 records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2021. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2021. There is no extension of the June 30, 2021 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESSES:

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

**ATTACHMENT A - PLAN**  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:  
Lafayette Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:  
Asphalt Overlay and Rehabilitation Program

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.**

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)

To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency for our community.

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).

1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)

Construction through public bid

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).

1. Amount spent for asphalt overlay on two (2) miles of rural roadways

# ATTACHMENT B

Page 1

## Project Budget (2020-2021)

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

### Lafayette Consolidated Government

#### Anticipated Income or Revenue

##### Sources (list all sources of revenue)

	<u>Amounts</u>
1. Act 45 appropriation	\$500,000
2.	\$
3.	\$
<b>Total all sources</b>	<b><u>\$500,000</u></b>

#### Anticipated Expenses

##### Expense Categories

	<u>Total Amount</u>	<u>Amount Line Item</u> <u>Appropriation</u>
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$ -	\$ -
Related Benefits (Employer share)	\$ -	\$ -
Travel	\$ -	\$ -
Operating Services:		
Advertising	\$ -	\$ -
Printing	\$ -	\$ -
Insurance	\$ -	\$ -
Maintenance of Equipment	\$ -	\$ -
Maintenance of Office and Grounds	\$ -	\$ -
Rentals	\$ -	\$ -
Software licensing	\$ -	\$ -
Dues and Subscriptions	\$ -	\$ -
Telephones and Internet Service	\$ -	\$ -
Postage	\$ -	\$ -
Utilities	\$ -	\$ -
Other	\$ -	\$ -
Office Supplies	\$ -	\$ -
Professional & Contract Services (See Attachment B, Page 3)	\$500,000	\$500,000
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$ -	\$ -
<b>Total Use of the Appropriation</b>	<b><u>\$500,000</u></b>	<b><u>\$500,000</u></b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).*

*All numbers must be rounded to the nearest dollar.*

Footnote (1) This column represents expenditures by category and **MUST** equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

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## Staffing Chart

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
NA						

Totals

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

**ATTACHMENT B**

Page 3

**Schedule of Professional and Other Contract Services**

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Elliot Construction, LLC P.O. Box 366 Grand Coteau, LA 70541	Asphalt Overlay on 2 miles of rural roadways	\$500,000	\$500,000
Totals		\$500,000	\$500,000

# ATTACHMENT B

Page 4

## Schedule of Other Charges Act451 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. NA	
Total - Should agree with Attachment B, Page 1	



**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C  
Act 45 of 2020 Second Extraordinary Legislative Session**

**Schedule 20**

**Lafayette Consolidated Government**

# ATTACHMENT C

## Progress Report for the Period of October 1 to 31, 2020

Act 45 of 2020 Second Extraordinary Legislative Session

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Telephone: (337) 291-8300 Fax: (337) 291-8399

<b>Goal:</b> To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency	
<b>Objective(s):</b> 1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021	
<b>Activity(Activities) Performed:</b> Construction through public bid	
<b>Performance Measure(s):</b> 1. Amount spent for asphalt overlay on two (2) miles of rural roadways	% , \$ amt. or number complete 1.

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT D**

**Cost Report for the Period of October 1 to 31, 2020**

*(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)*

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government  
 Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$500,000			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$500,000			

**NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report. I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# ATTACHMENT D-1

## Cost Report for the Period of October 1 to 31, 2020

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
Elliot Construction, LLC	\$500,000			
<b>Totals</b>	<b>\$500,000</b>		<b>\$</b>	<b>\$</b>

**NOTE:** submit an Attachment E-1 must for any sub-contractor listed on this attachment.

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**Disclosure and Certification Statement**  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

**Contracting Party Name:** Lafayette Consolidated Government

**Contractor's Mailing Address:** 705 W. University Avenue, Lafayette, LA 70506

**Name of Program:** Rural Asphalt Street Overlay and Rehabilitation Project 2019

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

Josh Guillory (Mayor-President), Cydra Wingerter (CAO) and Lorrie Toups (CFO) – 705 W. University Avenue, Lafayette, LA 70506

Chad Nepveux (PW Director) – 1515 E. University Avenue, Lafayette, LA 70501

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Fred Trahan and Cory Dupuis – 1515 E. University Avenue, Lafayette, LA 70501

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

**Contracting Party Name:** Contracting Party Name: Lafayette Consolidated Government

**Name of Program:** Rural Asphalt Street Overlay and Rehabilitation Project 2019

**Sub-Contractor's Name:** Elliot Construction, LLC

**Sub-Contractor's Mailing Address:** P.O. Box 366 Grand Coteau, LA 71541

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) LLC

Private entities required to register with the Secretary of State's office must be in good standing with that office.

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

David Shannon Elliot and Vicki Lynn Kirk Elliot, Damon Smith and David Ryan Elliot, P.O. Box 366, Grand Coteau, LA 70541

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Superintendent TBD – P.O. Box 366, Grand Coteau, LA 70541

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
**Signature of Subcontractor (Authorized person)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED	ODOMETER READING		MILES TRAV.	SUBSISTENCE		MEALS COST	TOLLS AND PARK.	TIPS	OTHER EXPENSES					
	DEP.	ARR.		DEPART	ARRIVE		NO.	DESCRIPTION				COSE					
<b>TOTALS</b>																	
<b>TOTALS</b>																	

*(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)*

Signature of Authorized Person \_\_\_\_\_  
 Print Name and Title \_\_\_\_\_  
 Date \_\_\_\_\_

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Lafayette Consolidated Government officially domiciled at 705 W. University Avenue, Lafayette, LA 70506, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 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...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

1.2 WHEREAS, Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 45 contains a line item appropriation within the Agency's budget for the benefit of Lafayette Consolidated Government of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: for road infrastructure projects;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 45 of 2020 Second Extraordinary Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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



ARTICLE II  
SCOPE OF SERVICES

2.1 The Contracting Party shall: revitalize and/or rehabilitate 10,978' of asphalt roads to increase safety and efficiency within Lafayette.

2.2 Deliverables: Lafayette Consolidated Government will publicly bid an asphalt maintenance project that will reconstruct or overlay seven (7) miles of roads. This funding will account for two (2) miles of the program.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan

showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.**

### **ARTICLE III CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV  
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

           **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

           **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

           **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2020 and June 30, 2021, and this project and all of the Contracting Party's services shall be completed by that date, unless an extension is granted by Act of the

Louisiana Legislature providing such an extension. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2021, MUST, under all circumstances, be received by the Agency no later than July 15, 2021, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2021.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-1335255**.

#### **ARTICLE V** **TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party

shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 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 records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2021. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2021. There is no extension of the June 30, 2021 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

WITNESSES:

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_ day, of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSES:

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

# ATTACHMENT A - PLAN

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:  
Lafayette Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:

Asphalt Overlay and Rehabilitation Program

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:** Indicate the goals/objectives for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)

To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency for our community.

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).

1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)

Construction through public bid

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).

1. Amount spent for asphalt overlay on two (2) miles of rural roadways



**ATTACHMENT B**

Page 1

**Project Budget (2020-2021)**

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

**Lafayette Consolidated Government**

**Anticipated Income or Revenue**

**Sources** *(list all sources of revenue)*

	<b><u>Amounts</u></b>
1. Act 45 appropriation	\$500,000
2.	\$
3.	\$
<b>Total all sources</b>	<b><u>\$500,000</u></b>

**Anticipated Expenses**

**Expense Categories**

	<b><u>Total Amount</u></b>	<b><u>Amount Line Item Appropriation</u></b>
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$ -	\$ -
Related Benefits (Employer share)	\$ -	\$ -
Travel	\$ -	\$ -
Operating Services:		
Advertising	\$ -	\$ -
Printing	\$ -	\$ -
Insurance	\$ -	\$ -
Maintenance of Equipment	\$ -	\$ -
Maintenance of Office and Grounds	\$ -	\$ -
Rentals	\$ -	\$ -
Software licensing	\$ -	\$ -
Dues and Subscriptions	\$ -	\$ -
Telephones and Internet Service	\$ -	\$ -
Postage	\$ -	\$ -
Utilities	\$ -	\$ -
Other	\$ -	\$ -
Office Supplies	\$ -	\$ -
Professional & Contract Services (See Attachment B, Page 3)	\$500,000	\$500,000
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$ -	\$ -
<b>Total Use of the Appropriation</b>	<b><u>\$500,000</u></b>	<b><u>\$500,000</u></b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).*

*All numbers must be rounded to the nearest dollar.*

Footnote (1) This column represents expenditures by category and **MUST** equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

Page 2

## Staffing Chart

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name	Title	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
		Total Annual Salary Amount	Amount Percentage		
NA					

Totals

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

**ATTACHMENT B**

Page 3

**Schedule of Professional and Other Contract Services**  
 Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Elliot Construction, LLC P.O. Box 366 Grand Coteau, LA 70541	Asphalt Overlay on 2 miles of rural roadways	\$500,000	\$500,000
Totals		\$500,000	\$500,000

# ATTACHMENT B

Page 4

## Schedule of Other Charges Act451 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.  
Each use should be listed separately.

Do not budget funds in Other Charges that can be placed in another expenditure category.

List dollar Amount for each use

1. NA

Total - Should agree with Attachment B, Page 1

**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C  
Act 45 of 2020 Second Extraordinary Legislative Session**

**Schedule 20**

**Lafayette Consolidated Government**

# ATTACHMENT C

## Progress Report for the Period of October 1 to 31, 2020

Act 45 of 2020 Second Extraordinary Legislative Session

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Telephone: (337) 291-8300 Fax: (337) 291-8399

<b>Goal:</b> To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency	
<b>Objective(s):</b> 1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021	
<b>Activity(Activities) Performed:</b> Construction through public bid	
<b>Performance Measure(s):</b> 1. Amount spent for asphalt overlay on two (2) miles of rural roadways	% , \$ amt. or number complete 1.

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# ATTACHMENT D

## Cost Report for the Period of October 1 to 31, 2020

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government  
 Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$500,000			
Other Charges				
Acquisitions & Major Repairs				
<b>Totals</b>	<b>\$500,000</b>			

**NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report. I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

# ATTACHMENT D-1

## Cost Report for the Period of October 1 to 31, 2020

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government  
 Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019  
 Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
<b>Professional Services:</b>				
Elliot Construction, LLC	\$500,000			
<b>Totals</b>	<b>\$500,000</b>		<b>\$</b>	<b>\$</b>

**NOTE:** submit an Attachment E-1 must for any sub-contractor listed on this attachment.

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date



**ATTACHMENT E**  
**Disclosure and Certification Statement**  
**Act 45 of 2020 Second Extraordinary Legislative Session**

Schedule 20

**Contracting Party Name:** Lafayette Consolidated Government

**Contractor's Mailing Address:** 705 W. University Avenue, Lafayette, LA 70506

**Name of Program:** Rural Asphalt Street Overlay and Rehabilitation Project 2019

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) Local Government

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

Josh Guillory (Mayor-President), Cydra Wingerter (CAO) and Lorrie Toups (CFO) – 705 W. University Avenue, Lafayette, LA 70506

Chad Nepveaux (PW Director) – 1515 E. University Avenue, Lafayette, LA 70501

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Fred Trahan and Cory Dupuis – 1515 E. University Avenue, Lafayette, LA 70501

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.**

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

**Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)**

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
**Act 45 of 2020 Second Extraordinary Legislative Session**

Schedule 20

**Contracting Party Name:** Contracting Party Name: Lafayette Consolidated Government

**Name of Program:** Rural Asphalt Street Overlay and Rehabilitation Project 2019

**Sub-Contractor's Name:** Elliot Construction, LLC

**Sub-Contractor's Mailing Address:** P.O. Box 366 Grand Coteau, LA 71541

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) LLC

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

David Shannon Elliot and Vicki Lynn Kirk Elliot, Damon Smith and David Ryan Elliot, P.O. Box 366, Grand Coteau, LA 70541

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Superintendent TBD – P.O. Box 366, Grand Coteau, LA 70541

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.**

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Subcontractor (Authorized person)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

Attachment 1 **Travel Expense Reimbursement Report** Name of Employee: [REDACTED] **Schedule 2**  
**Act 45 of 2020 Second Extraordinary Legislation Session**

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED	ODOMETER READING		MILES TRAV.	SUBSISTENCE		MEALS	TOLLS AND PARK.	OTHER EXPENSE		
	DEP.	ARR.		DEPART	ARRIVE		NO.	COST			DESCRIPTION	CO.	
													NO.
TOTALS											\$	\$	\$

*(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Lafayette Consolidated Government officially domiciled at 705 W. University Avenue, Lafayette, LA 70506, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 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...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

1.2 WHEREAS, Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 45 contains a line item appropriation within the Agency's budget for the benefit of Lafayette Consolidated Government of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: for road infrastructure projects;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 45 of 2020 Second Extraordinary Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II  
SCOPE OF SERVICES

2.1 The Contracting Party shall: revitalize and/or rehabilitate 10,978' of asphalt roads to increase safety and efficiency within Lafayette.

2.2 Deliverables: Lafayette Consolidated Government will publicly bid an asphalt maintenance project that will reconstruct or overlay seven (7) miles of roads. This funding will account for two (2) miles of the program.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan

showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.**

### **ARTICLE III CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV  
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

       **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

       **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

       **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2020 and June 30, 2021, and this project and all of the Contracting Party's services shall be completed by that date, unless an extension is granted by Act of the

Louisiana Legislature providing such an extension. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2021, MUST, under all circumstances, be received by the Agency no later than July 15, 2021, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 45 of 2020 Second Extraordinary Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2021.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-1335255**.

#### **ARTICLE V** **TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party



shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 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 records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2020 and shall terminate on June 30, 2021. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2021. There is no extension of the June 30, 2021 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESSES:

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

# ATTACHMENT A - PLAN

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:  
Lafayette Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:

Asphalt Overlay and Rehabilitation Program

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program. Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.**

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)

To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency for our community.

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).

1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)

Construction through public bid

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).

1. Amount spent for asphalt overlay on two (2) miles of rural roadways

# ATTACHMENT B

Page 1

## Project Budget (2020-2021)

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

### Lafayette Consolidated Government

**Anticipated Income or Revenue**

**Sources** *(list all sources of revenue)*

	<u>Amounts</u>
1. Act 45 appropriation	\$500,000
2.	\$
3.	\$
<b>Total all sources</b>	<b>\$500,000</b>

**Anticipated Expenses**

**Expense Categories**

	<u>Total Amount</u>	<u>Amount Line Item</u> <u>Appropriation</u>
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$ -	\$ -
Related Benefits (Employer share)	\$ -	\$ -
Travel	\$ -	\$ -
<b>Operating Services:</b>		
Advertising	\$ -	\$ -
Printing	\$ -	\$ -
Insurance	\$ -	\$ -
Maintenance of Equipment	\$ -	\$ -
Maintenance of Office and Grounds	\$ -	\$ -
Rentals	\$ -	\$ -
Software licensing	\$ -	\$ -
Dues and Subscriptions	\$ -	\$ -
Telephones and Internet Service	\$ -	\$ -
Postage	\$ -	\$ -
Utilities	\$ -	\$ -
Other	\$ -	\$ -
Office Supplies	\$ -	\$ -
Professional & Contract Services	\$500,000	\$500,000
<i>(See Attachment B, Page 3)</i>		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$ -	\$ -
<b>Total Use of the Appropriation</b>	<b>\$500,000</b>	<b>\$500,000</b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).*

*All numbers must be rounded to the nearest dollar.*

Footnote (1) This column represents expenditures by category and **MUST** equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

Page 2

## Staffing Chart

Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
NA						

Totals

\$ \_\_\_\_\_ \$ \_\_\_\_\_

\$ \_\_\_\_\_

**ATTACHMENT B**

Page 3

**Schedule of Professional and Other Contract Services**  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Elliot Construction, LLC P.O. Box 366 Grand Coteau, LA 70541	Asphalt Overlay on 2 miles of rural roadways	\$500,000	\$500,000
<b>Totals</b>			<b>\$500,000</b>

# ATTACHMENT B

Page 4

## Schedule of Other Charges

Act451 of 2020 Second Extraordinary Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Asphalt Overlay and Rehabilitation Program

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. NA	
Total - Should agree with Attachment B, Page 1	



**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C  
Act 45 of 2020 Second Extraordinary Legislative Session**

**Schedule 20**

**Lafayette Consolidated Government**

# ATTACHMENT C

## Progress Report for the Period of October 1 to 31, 2020

Act 45 of 2020 Second Extraordinary Legislative Session  
*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Telephone: (337) 291-8300 Fax: (337) 291-8399

<b>Goal:</b> To revitalize and/or rehabilitate asphalt roads to increase safety and efficiency	
<b>Objective(s):</b> 1. Spend \$500,000 for asphalt overlay on two (2) miles of rural roadways by June 30, 2021	
<b>Activity(Activities) Performed:</b> Construction through public bid	
<b>Performance Measure(s):</b> 1. Amount spent for asphalt overlay on two (2) miles of rural roadways	% , \$ amt. or number complete 1.

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

Signature of Authorized Person

Print Name and Title

Date

**ATTACHMENT D**

**Cost Report for the Period of October 1 to 31, 2020**

*(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)*

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government  
 Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019  
 Act 45 of 2020 Second Extraordinary Legislative Session

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$500,000			
Other Charges				
Acquisitions & Major Repairs				
<b>Totals</b>	<b>\$500,000</b>			

**NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report. I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

Signature of Authorized Person \_\_\_\_\_  
 Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D-1**  
**Cost Report for the Period of October 1 to 31, 2020**  
 Act 45 of 2020 Second Extraordinary Legislative Session

Name of Contracting Party: Lafayette Consolidated Government  
 Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019  
 Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
Elliot Construction, LLC	\$500,000			
<b>Totals</b>	\$500,000	\$	\$	\$

**NOTE: submit an Attachment E-1 must for any sub-contractor listed on this attachment.**

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

**ATTACHMENT E**  
**Disclosure and Certification Statement**  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Contractor's Mailing Address: 705 W. University Avenue, Lafayette, LA 70506

Name of Program: Rural Asphalt Street Overlay and Rehabilitation Project 2019

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Josh Guillory (Mayor-President), Cydra Wingerter (CAO) and Lorrie Toups (CFO) – 705 W. University Avenue, Lafayette, LA 70506

Chad Nepveaux (PW Director) – 1515 E. University Avenue, Lafayette, LA 70501

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:  
Fred Trahan and Cory Dupuis – 1515 E. University Avenue, Lafayette, LA 70501

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

ATTACHMENT E-1  
Disclosure and Certification Statement  
Act 45 of 2020 Second Extraordinary Legislative Session

Schedule 20

**Contracting Party Name:** Contracting Party Name: Lafayette Consolidated Government

**Name of Program:** Rural Asphalt Street Overlay and Rehabilitation Project 2019

**Sub-Contractor's Name:** Elliot Construction, LLC

**Sub-Contractor's Mailing Address:** P.O. Box 366 Grand Coteau, LA 71541

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.) LLC

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

David Shannon Elliot and Vicki Lynn Kirk Elliot, Damon Smith and David Ryan Elliot, P.O. Box 366, Grand Coteau, LA 70541

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Superintendent TBD – P.O. Box 366, Grand Coteau, LA 70541

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.**

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Subcontractor (Authorized person)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

**“Attachment F” Travel Expense Reimbursement Report** Name of Employee: [Redacted] **Schedule 2**  
**Act 45 of 2020 Second Extraordinary Legis [Redacted] Session**

DATE	HOUR		TERRITORY TRAVELED <small>SHOW ALL POINTS VISITED</small>	ODOMETER		MILES TRAV.	SUBSISTENCE		MEALS COST	TOLLS AND PARK.	TIPS	OTHER EXPENSES	
	DEP.	ARR.		READING	ARRIVE		LODGING	NO.					DESCRIPTION
TOTALS											\$	\$	\$

*(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)*

Signature of Authorized Person \_\_\_\_\_

Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_



**RECEIVED**

APR 05 2021

Lafayette Consolidated Government  
Chief Administrative Officer

# Internal Memorandum

Public Works Department  
Director's Office (5200)

**TO:** Cydra Wingerter

**DATE:** March 31, 2021

**FROM:** Chad Nepveaux

**SUBJECT:** Road Infrastructure Improvements (IGA)  
*Agenda Item*

*Approved  
4/5/21*

The attached ordinance allows for LCG to enter into a Cooperative Endeavor Agreement with the State of Louisiana and the Louisiana Department of Treasury regarding Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature, wherein LCG shall receive \$500,000 for road infrastructure improvement projects.

The ordinance also allows to amend the FY 20/21 to increase reimbursement revenues from the Department of Treasury and appropriate within the Public Works Department for said projects.

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

Should you have any questions, please advise.

**Chad Nepveaux**  
Director of Public Works

**RECEIVED**

APR 01 2021

ph

LAFAYETTE CONSOLIDATED GOVERNMENT  
CFO-OFFICE OF FINANCE & MGMT

Attachment: Agenda Item Submittal Packet

c: Scott Joubert  
Pam Hollier  
Jessica Cornay  
Fred Trahan



LAFAYETTE JOINT COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council and the Lafayette Parish Council authorizing the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement between the Lafayette City-Parish Consolidated Government, the Louisiana Department of Treasury and the State of Louisiana concerning Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature and amending the FY 20/21 capital budget of the Lafayette City-Parish Consolidated Government by increasing reimbursement revenues from the State of Louisiana, Department of Treasury in the amount of \$500,000 and appropriating within the Public Works Department for road infrastructure improvement projects

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (if applicable): \_\_\_\_\_

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

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: May 4, 2021 April 20, 2021 ENB

B) FINAL ADOPTION: May 18, 2021 May 4, 2021 ENB

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Submittal Form (1 page)

C) Ordinance (2 pages)

D) Cooperative Endeavor Agreement (3 copies, 20 pages each)

E) Budget Revision (1 page)

6) FISCAL IMPACT:

X Fiscal Impact (Explain)

Increase reimbursement revenues from the State of Louisiana, Department of Treasury, Act 45 of 2020 Second Extraordinary Legislative Session of the Louisiana Legislature in the amount of \$500,000 and appropriate same within Public Works Department for road infrastructure improvement projects

\_\_\_\_\_ No Fiscal Impact

RECOMMENDED BY:

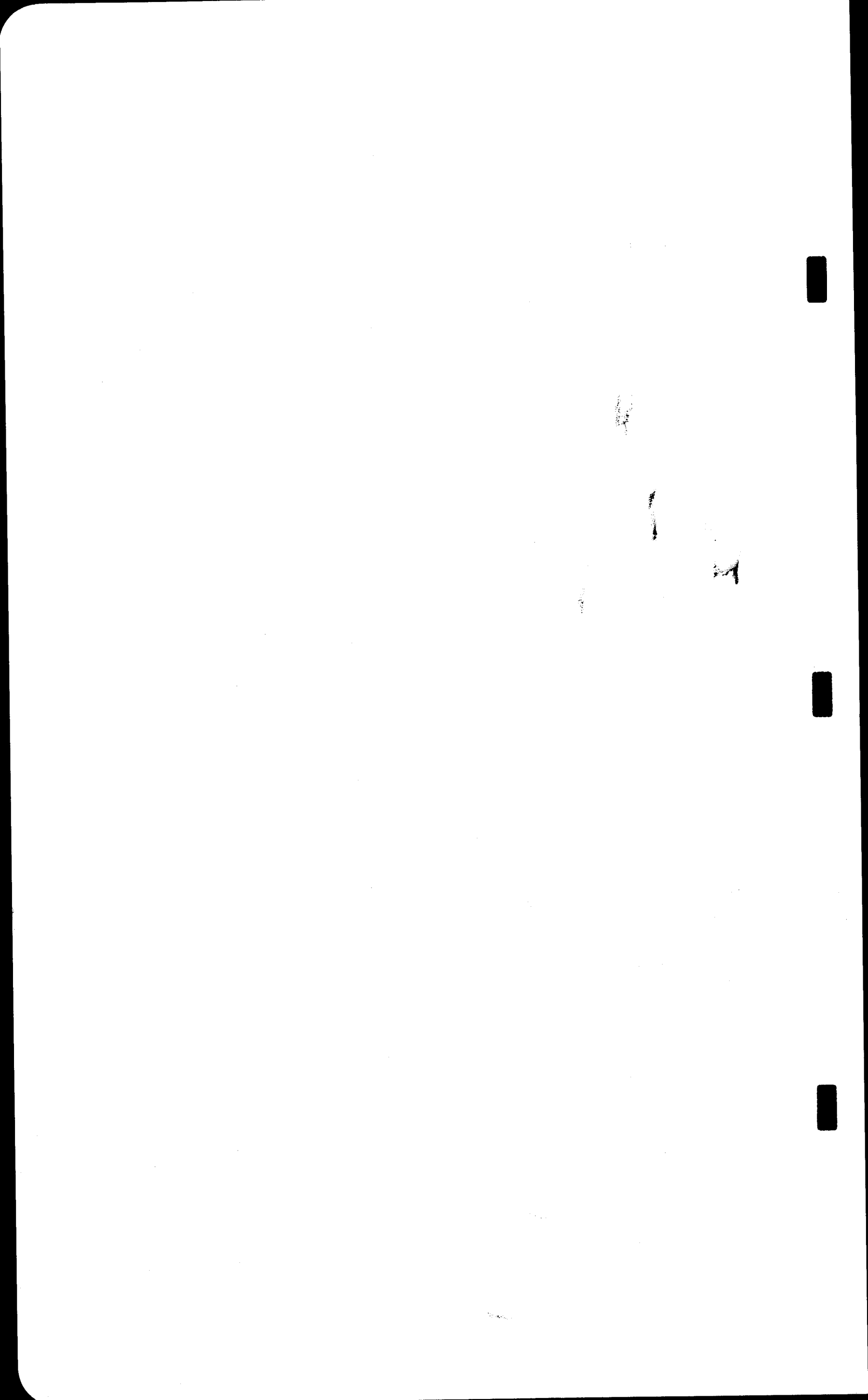
[Signature]

DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:

[Signature]

CHIEF ADMINISTRATIVE OFFICER



DISPOSITION OF ORDINANCE NO. JO-019-2021

1. This ordinance was introduced: April 20, 2021  
YEAS: Tabor, K. Naquin, Carlson, Guilbeau, Rubin  
NAYS: None  
ABSENT: None  
ABSTAIN: None

Final disposition by **Parish Council**:  
May 4, 2021  
YEAS: Tabor, Carlson, Guilbeau, Rubin  
NAYS: None  
ABSENT: K. Naquin  
ABSTAIN: None

This ordinance was introduced: YEAS: Lewis, A. Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None

Final disposition by **City Council**:  
YEAS: Lewis, A. Naquin, Hebert, Cook, Lazard  
NAYS: None  
ABSENT: None  
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on April 23, 2021.

3. This ordinance was presented to the Mayor-President for approval on May 5, 2021, at 11:00 o'clock a.m.

[Signature]  
ASST. CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 5 day of MAY, 2021, at 11:30 o'clock a.m.

B. Veto this ordinance, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m., veto message is attached.

C. Line item veto certain items this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m., veto message is attached.

[Signature]  
MAYOR-PRESIDENT

5. Returned to Council Office with without veto message on May 5, 2021, at 1:20 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On \_\_\_\_\_, 2021, the Councils did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m.

*If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*

[Signature]  
CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on May 7, 2021.

