

ORDINANCE NO. JO-071-2021

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 120 OF 2021 REGULAR 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 THE AMBASSADOR CAFFERY/KALISTE SALOOM ROAD CONSTRUCTION PROJECT

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

WHEREAS, Act 120 of 2021 Regular 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 120 contains a line item appropriation within the State's budget for the benefit of Lafayette City-Parish Consolidated Government of which the sum of Five Hundred Thousand & No/100 (\$500,000) Dollars has been allocated for this project, as set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS, Lafayette City-Parish Government desires to use these funds for a road construction project near the Ambassador Caffery/Kaliste Saloom intersection; and

WHEREAS, Article VII, Section 14 (C) of the 1974 Constitution of the State of Louisiana and LSA-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 City-Parish 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 the Ambassador Caffery/Kaliste Saloom Road construction project.

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: EFFECTIVE DATE. 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.

* * * * *

Recognize \$500,000 in reimbursable revenues for Act 120 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, as the appropriation for the expenditure of State funds, and state of Act 120 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.

AC

REVISED

0.00

OW/a/ae/

2/11/19

Transfer No. _____
Balance After This Transfer _____

DATE _____

Contact Sheet

Act 120 of 2021 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: Lafayette Consolidated Government

Authorized Person: Joshua S. Guillory

Contact Person, if different: Jessica Cornay

Telephone Number: 337-291-8553

Fax Number: 337-291-5696

Email Address: jcornay@lafayettela.gov

Fed Tax ID#: 72-1335255

Physical Address: 705 W University Avenue, Lafayette, LA 70506

Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Parish: Lafayette

Legal Status of Entity *: Local Governmental Authority

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

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 120 of 2021 Regular 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 120 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 (\$500,000.00) 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: Ambassador Caffery/Kaliste Saloom Road Construction;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular 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: Enhance the capacity and safety at and near the Ambassador Caffery/Kaliste Saloom Road intersection;

2.2 Deliverables: To increase capacity and safety at and near major intersections throughout Lafayette through additional lanes, longer transitions, striping, sidewalks, and other construction that improves visibility and function of an intersection.

(Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed on the Attachment A Plan)

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 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th 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 (\$500,000.00) 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 120 of 2021 Regular 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 1st 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, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. 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, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, 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 120 of 2021 Regular 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, 2022.

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, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 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

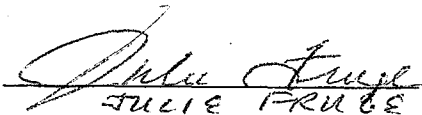
Agency Head or designee

Print Name and Title

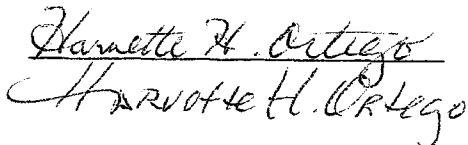
THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, 20 ____.

WITNESSES:

Contracting Party


JULIE FRUE


Authorized Person


Harvotte H. Ortega

Joshua S. Guillory, Mayor-President
Print Name and Title

ATTACHMENT A - PLAN Act 120 of 2021 Regular Legislative Session Schedule 20		NAME OF CONTRACTING PARTY: Lafayette Consolidated Government
		NAME AND BRIEF NARRATIVE OF PROGRAM: Intersection Improvement 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 (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) To increase capacity and safety at and near major intersections throughout Lafayette		
2. Program Objective(s) (<i>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.</i>) 1. Spend \$500,000 for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.		
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>) Construction through public bid.		
4. Performance Measure(s) (<i>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.</i>) 1. Amount spent for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.		

JO-071-2021

ATTACHMENT B

Page 1

Project Budget (2021-2022)

Act 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 120 appropriation	\$ 500,000
2.	\$
3.	\$
Total all sources	\$ 500,000

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

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	\$ 500,000	\$ 500,000
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	\$ 500,000	\$ 500,000

(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 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement 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-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
Act 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
Act 120 of 2021 Regular Legislative Session
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Jessica Cornay

Telephone: (337) 291-8553 Fax: (337) 291-5696

Goal:		
To increase capacity and safety at and near major intersections throughout Lafayette		
Objective(s):		
Spend \$500,000 for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway		
Activity(Activities) Performed:		
Construction through public bid.		
Performance Measure(s):		
Amount spent for a concrete 5-lane roadway section and drainage system along Kaliste Saloom near Ambassador Caffery Parkway		1.
		% amt. or number complete

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

J.D. S. GAILLEY, MAYOR-PRESIDENT 10/25/21
Print Name and Title Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

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

Schedule 20

Act 120 of 2021 Regular Legislative Session

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Expense Category	Amount Incurred Appropriation Code Attachment B Project	Currently Expended	Total Cumulative to Date Expenses	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

JOSEPH S. GUILLOTTE, MAYOR PRESIDENT

Print Name and Title

10/25/21
Date

ATTACHMENT D-1
Cost Report for the Period of _____ to _____
Act 120 of 2021 Regular Legislative Session

Name of Contracting Party: Lafayette Consolidated Government

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

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

Name of Subcontractor	Amount of Contract Appropriation from Statement B.	Cumulative expenditures reported by the State (must equal invoices etc.)	Total Cumulative Year-to-Date Expenditures Including This period's expenditure(s)	Balance Remaining
Professional Services:				
Siena Construction, LLC	\$ 500,000			
Totals	\$ 500,000	\$	\$	\$

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.

JOSHUA S. GULLORY, MAYOR-PRESIDENT 10/25/21
Print Name and Title Date

ATTACHMENT E
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Contractor's Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Name of Program: Kaliste Saloom Road Widening

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:

Jessica Cornay and Mark Lavergne – 1515 E University Avenue, Lafayette, LA 70501

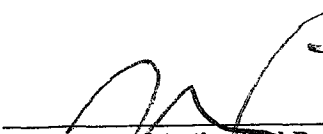
List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held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

JOSHUA S. GUILLORY, MAYOR-PRESIDENT
Print Name and Title

10/25/21
Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Sub-Contractor's Name: Siema Construction, LLC

Sub-Contractor's Mailing Address: 408 Sunbeam Lane, Scott, LA 70583

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:

Josh Cain, Owner
Robin Dufour, Owner
408 Sunbeam Lane
Scott, LA 70583

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

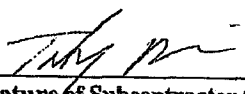
Toby Mire, Project Manager
408 Sunbeam Lane
Scott, LA 70583

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.
N/A

☒ 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 COPY OF AUDIT 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)

Toby Mire, Project Manager

Print Name and Title

9-7-2021

Date

**“Attachment F” Travel Expense Reimbursement Report
Act 120 of 2021 Regular Legislative Session**

Name of Employee:

Schedule 20

[illegible]

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

Signature of Authorized Person

Print Name and Title Joshua S. Guilleoy, Mayor-Pro-tem Date 10/25/21

Contact Sheet

Act 120 of 2021 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: Lafayette Consolidated Government

Authorized Person: Joshua S. Guillory

Contact Person, if different: Jessica Cornay

Telephone Number: 337-291-8553

Fax Number: 337-291-5696

Email Address: jcornay@lafayettela.gov

Fed Tax ID#: 72-1335255

Physical Address: 705 W University Avenue, Lafayette, LA 70506

Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Parish: Lafayette

Legal Status of Entity *: Local Governmental Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

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 120 of 2021 Regular 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 120 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 (\$500,000.00) 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: Ambassador Caffery/Kaliste Saloom Road Construction;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular 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: Enhance the capacity and safety at and near the Ambassador Caffery/Kaliste Saloom Road intersection;

2.2 Deliverables: To increase capacity and safety at and near major intersections throughout Lafayette through additional lanes, longer transitions, striping, sidewalks, and other construction that improves visibility and function of an intersection.

(Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed on the Attachment A Plan)

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 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th 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 (\$500,000.00) 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 120 of 2021 Regular 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 1st 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, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. 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, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, 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 120 of 2021 Regular 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, 2022.

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, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 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

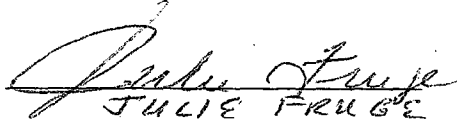
Agency Head or designee

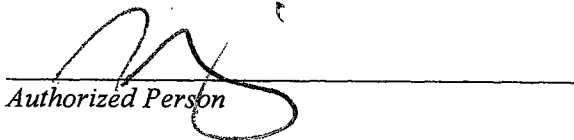
Print Name and Title

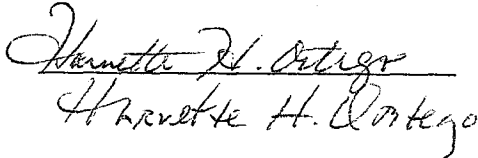
THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, 20____.

WITNESSES:

Contracting Party


JULIE FRUGE


Authorized Person


Harvette H. Ortega

Joshua S. Guillory, Mayor-President
Print Name and Title

ATTACHMENT A - PLAN Act 120 of 2021 Regular Legislative Session Schedule 20		NAME OF CONTRACTING PARTY: Lafayette Consolidated Government
		NAME AND BRIEF NARRATIVE OF PROGRAM: Intersection Improvement 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 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 (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) To increase capacity and safety at and near major intersections throughout Lafayette		
2. Program Objective(s) (<i>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.</i>) 1. Spend \$500,000 for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.		
3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>) Construction through public bid.		
4. Performance Measure(s) (<i>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.</i>) 1. Amount spent for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.		

ATTACHMENT B

Page 1

Project Budget (2021-2022)

Act 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 120 appropriation	\$ 500,000
2.	\$
3.	\$
Total all sources	<u>\$ 500,000</u>

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item
Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

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	\$ 500,000	\$ 500,000
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$ 500,000</u>	<u>\$ 500,000</u>

(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 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement 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 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Siema Construction, LLC 408 Sunbeam Lane Scott, LA 70583	Construct concrete 5-lane roadway section and drainage system.	\$500,000	\$500,000

Totals \$ 500,000 \$ 500,000

26-071-2021

ATTACHMENT B

Page 4

Schedule of Other Charges

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement 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 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
Act 120 of 2021 Regular Legislative Session
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

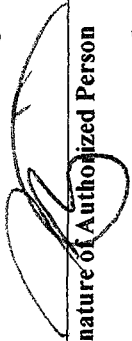
Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Jessica Cornay

Telephone: (337) 291-8553 Fax : (337) 291-5696

Goal:		
To increase capacity and safety at and near major intersections throughout Lafayette		
Objective(s):		
Spend \$500,000 for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway		
Activity(Activities) Performed: Construction through public bid.		
Performance Measure(s):		% , \$ amt. or number complete
Amount spent for a concrete 5-lane roadway section and drainage system along Kaliste Saloom near Ambassador Caffery Parkway		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
JOSHUA S. GUILLEBERT, MAYOR-PRESIDENT 10/25/21
Print Name and Title Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

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

Schedule 20

Act 120 of 2021 Regular Legislative Session

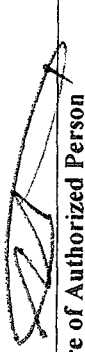
Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Expense Category	Amount of Expense Appropriation from Attachment B, Act 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

JOSHUA S. GUILFOYLE, MAYOR-RESIDENT 10/25/21
Print Name and Title Date

Cost Report for the Period of _____ to _____
Act 120 of 2021 Regular Legislative Session

Name of Contracting Party: Lafayette Consolidated Government

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

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.

Signature of Authorized Person

17

ATTACHMENT E
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Contractor's Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Name of Program: Kaliste Saloom Road Widening

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:

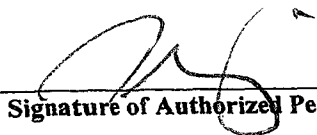
Jessica Cornay and Mark Lavergne – 1515 E University Avenue, Lafayette, LA 70501

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 COPY OF AUDIT 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

JOSHUA S. GUILLORY, MAYOR-PRESIDENT
Print Name and Title

10/25/21
Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Sub-Contractor's Name: Siema Construction, LLC

Sub-Contractor's Mailing Address: 408 Sunbeam Lane, Scott, LA 70583

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:

Josh Cain, Owner
Robin Dufour, Owner
408 Sunbeam Lane
Scott, LA 70583

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

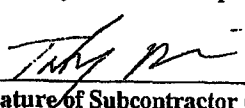
Toby Mire, Project Manager
408 Sunbeam Lane
Scott, LA 70583

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.
N/A

☒ **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 COPY OF AUDIT 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)

Toby Mire, Project Manager

Print Name and Title

9-7-2021

Date

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

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


Signature of Authorized Person

JOSEPH A. SULLIVAN, MAYOR - PRESIDENT
Print Name and Title

10/25/21
Date

Contact Sheet

Act 120 of 2021 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: Lafayette Consolidated Government

Authorized Person: Joshua S. Guillory

Contact Person, if different: Jessica Cornay

Telephone Number: 337-291-8553

Fax Number: 337-291-5696

Email Address: jcornay@lafayettela.gov

Fed Tax ID#: 72-1335255

Physical Address: 705 W University Avenue, Lafayette, LA 70506

Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Parish: Lafayette

Legal Status of Entity *: Local Governmental Authority

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

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 120 of 2021 Regular 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 120 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 (\$500,000.00) 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: Ambassador Caffery/Kaliste Saloom Road Construction;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular 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: Enhance the capacity and safety at and near the Ambassador Caffery/Kaliste Saloom Road intersection;

2.2 Deliverables: To increase capacity and safety at and near major intersections throughout Lafayette through additional lanes, longer transitions, striping, sidewalks, and other construction that improves visibility and function of an intersection.

(Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed on the Attachment A Plan)

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 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th 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 (\$500,000.00) 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 120 of 2021 Regular 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 1st 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, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. 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, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, 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 120 of 2021 Regular 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, 2022.

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, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 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**

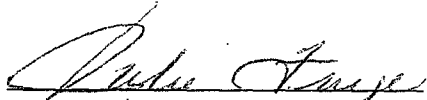
Agency Head or designee

Print Name and Title

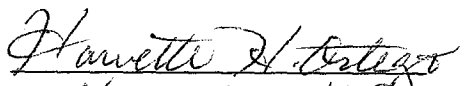
THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, 20____.

WITNESSES:

Contracting Party


JULIE PEARCE


Authorized Person


Harvette H. Ortega

Joshua S. Guillory, Mayor-President
Print Name and Title

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, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 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

Joshua S. Guillory, Mayor-President
Print Name and Title

ATTACHMENT A - PLAN

Act 120 of 2021 Regular Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:
Lafayette Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:

Intersection Improvement 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 increase capacity and safety at and near major intersections throughout Lafayette

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 a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.

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 a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway.

ATTACHMENT B

Page 1

Project Budget (2021-2022)

Act 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 120 appropriation	\$ 500,000
2.	\$
3.	\$
Total all sources	<u>\$ 500,000</u>

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

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	\$ 500,000	\$ 500,000
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$ 500,000</u>	<u>\$ 500,000</u>

(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 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement 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

\$ _____ \$ _____

\$ _____

50-071-2021

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Siema Construction, LLC 408 Sunbeam Lane Scott, LA 70583	Construct concrete 5-lane roadway section and drainage system.	\$500,000	\$500,000

Totals \$ 500,000 \$ 500,000

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
Act 120 of 2021 Regular Legislative Session

Schedule 20

Lafayette Consolidated Government

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
Act 120 of 2021 Regular Legislative Session
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Lafayette Consolidated Government

Contact Name: Jessica Cornay

Telephone: (337) 291-8553 Fax : (337) 291-5696

Goal:		
To increase capacity and safety at and near major intersections throughout Lafayette		
Objective(s):		
Spend \$500,000 for a concrete 5-lane roadway section and drainage system along Kaliste Saloom Road near Ambassador Caffery Parkway		
Activity(Activities) Performed: Construction through public bid.		
Performance Measure(s):		% , \$ amt. or number complete
Amount spent for a concrete 5-lane roadway section and drainage system along Kaliste Saloom near Ambassador Caffery Parkway		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
JOSHUA S. GULLY MAYOR-PRESIDENT 10/25/21
Print Name and Title Date

ATTACHMENT D

Cost Report for the Period of _____ to _____
(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: Intersection Improvement Program
Act 120 of 2021 Regular 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				
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
JOSHUA S. GULLETT MAYOR - PRESIDENT
Print Name and Title
10/25/21
Date

ATTACHMENT E
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Contractor's Mailing Address: P O Box 4017-C, Lafayette, LA 70502

Name of Program: Kaliste Saloom Road Widening

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:

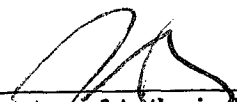
Jessica Cornay and Mark Lavergne – 1515 E University Avenue, Lafayette, LA 70501

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 COPY OF AUDIT 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

JOSHUA S. GUILLORY, MAYOR-PRESIDENT
Print Name and Title

10 / 25 / 21
Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Lafayette Consolidated Government

Name of Program: Intersection Improvement Program

Sub-Contractor's Name: Siema Construction, LLC

Sub-Contractor's Mailing Address: 408 Sunbeam Lane, Scott, LA 70583

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:

Josh Cain, Owner
Robin Dufour, Owner
408 Sunbeam Lane
Scott, LA 70583

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

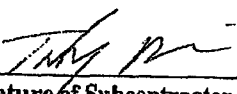
Toby Mire, Project Manager
408 Sunbeam Lane
Scott, LA 70583

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.
N/A

☒ 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 COPY OF AUDIT 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)

Toby Mire, Project Manager

Print Name and Title

9-7-2021

Date



30-071-2021
RECEIVED

Internal Memorandum

SEP 20 2021

Public Works Department
Office of the Director (5200)

Lafayette Consolidated Government
Chief Administrative Officer

TO: Cydra Wingerter *CM 9/20/21* DATE: September 7, 2021

FROM: Chad Nepveaux

SUBJECT: **Ambassador Caffery/Kaliste Saloom Road Construction Project (CEA)**
Agenda Item

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 120 of 2021 Regular Legislative Session of the Louisiana Legislature, wherein LCG shall receive \$500,000 for the Ambassador Caffery/Kaliste Saloom Road construction project.

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

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

SEP 17 2021

JCN/SJ/iv

LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

Attachment: Agenda Item Submittal Packet

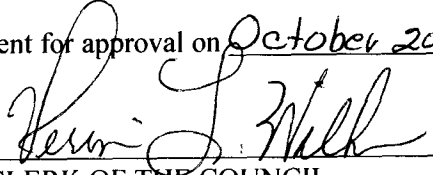
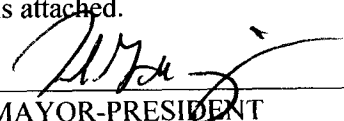
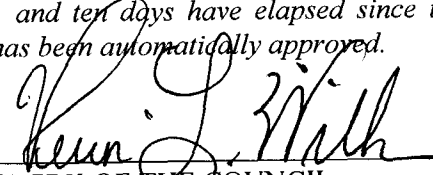
cc: Jessica Cornay
Fred Trahan
Scott Joubert
Pam Hollier


9/17/21

AGENDA ITEM SUBMITTAL FORM

- Cydra Wiegert
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-071-2021

1. This ordinance was introduced:
October 5, 2021
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None
- Final disposition by **Parish Council**:
October 19, 2021
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
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 October 8, 2021.
3. This ordinance was presented to the Mayor-President for approval on October 20, 2021, at 10:30 o'clock a.m.
- 
CLERK OF THE COUNCIL
4. Disposition by Mayor-President:
- I hereby:
- A. Approve this ordinance, the 25 day of OCTOBER, 2021, at 4:50 o'clock p.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.
- 
MAYOR-PRESIDENT
5. Returned to Council Office with/without veto message on October 27, 2021, at 4:16 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.*
- 
CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on October 22, 2021.