

ORDINANCE NO. JO-082-2021

**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 WITH THE UNIVERSITY OF LOUISIANA AT LAFAYETTE REGARDING CONTINUING REVIEW AND MODELING OF FLOODING WITHIN LAFAYETTE PARISH**

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

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that, for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual for specific purposes; and

**WHEREAS**, pursuant to La. R.S. 33:3521, La. R.S. and La. XS. 33: 1236(13), the Lafayette City-Parish Consolidated Government (the "LCG") is authorized, among other things, to regulate the clearing of banks of rivers and natural drains, maintain drains, drainage ditches and drainage canals within its jurisdiction; and

**WHEREAS**, the University of Louisiana at Lafayette (the "UL Lafayette") has performed research and created hydrologic and hydraulic models of the Vermilion River and certain of its major tributaries (the "Model"); and

**WHEREAS**, the Model is owned by and is the intellectual property of UL Lafayette, LCG desires to utilize the Model to study and analyze the effectiveness and efficiency of various proposed options to mitigate flooding in Lafayette Parish during the term of the Cooperative Endeavor Agreement; and

**WHEREAS**, in order to accomplish the foregoing study, analysis, monitoring, and maintenance (the "Tasks"), both LCG and UL Lafayette have agreed to fulfill certain responsibilities as described within the Cooperative Endeavor Agreement.

**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 Mayor-President is hereby authorized and directed to execute the attached Cooperative Endeavor Agreement, substantially in the form as is attached hereto, and made a part hereof. The Lafayette Mayor-President is further authorized to execute any and all other documents and take any and all other actions in connection therewith.

**SECTION 3:** The Chief Financial Officer, through the Mayor-President, is authorized to prepare administrative budget revisions to comply with the dictates of this ordinance. Upon completion, the Chief Financial Officer, through the Mayor-President, shall prepare a written report to the Lafayette City Council and the Lafayette Parish Council detail the amount and nature of any adjustments required to implement this ordinance.

**SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 5: 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 lapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of any veto, whichever occurs first.

\* \* \* \* \*

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT  
AND UNIVERSITY OF LOUISIANA AT LAFAYETTE  
REGARDING CONTINUING REVIEW AND MODELING OF FLOODING  
WITHIN LAFAYETTE PARISH**

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. \_\_\_\_\_ of the Lafayette City-Parish Council adopted on the \_\_\_\_ day of 2021, (“LCG”)

and

**UNIVERSITY OF LOUISIANA AT LAFAYETTE**, a Louisiana public institution of higher education located in Lafayette, Louisiana, represented herein by Dr. E. Joseph Savoie, its duly authorized President (“UL Lafayette”).

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana and 1-07 of the LCG Home Rule Charter provide that, for a public purpose, public entities, parishes, municipalities, and political subdivisions may engage in and make cooperative endeavor agreements or intergovernmental agreements with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;

WHEREAS, LCG is a political subdivision of the state;

WHEREAS, UL Lafayette is a Louisiana state public educational institution within the jurisdiction of the Board of Supervisors for the University of Louisiana System and the Louisiana Board of Regents of State Colleges and Universities;

WHEREAS, LCG is embarking on making unprecedented investments in developing and implementing flood mitigation solutions to help the Lafayette Parish communities become safer and more resilient in the face of increased floods;

WHEREAS, LCG is considering a suite of mitigation measures, such as bayou improvements, detention, and restoration of floodplain functions;

WHEREAS, researchers at the Louisiana Watershed Flood Center, a UL Lafayette Research Division, have invested in the development of comprehensive and detailed computer models that have proven to be invaluable tools for flood mitigation efforts;

WHEREAS, it is UL Lafayette's mission to develop leaders and innovators who advance knowledge, cultivate aesthetic sensibility, and improve the human condition;

WHEREAS, LCG and UL Lafayette recognize the importance of incorporating research and modeling tools for the purpose of helping elected officials make informed decisions and supporting engineering firms in implementing flood mitigation projects that ultimately make our communities safer;

WHEREAS, the parties desire to collaborate in the study of flooding and inundation impacts in Lafayette Parish, in order to facilitate decision making by local officials on future mitigation efforts;

WHEREAS, UL Lafayette's obligations under this Agreement will further its institutional mission and will enhance the research opportunities for University's faculty, staff, and students, as well as enrich the collaborative efforts between University and LCG; and

WHEREAS, LCG and UL Lafayette each have a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement; and as such, the transfer or expenditure of public funds contemplated by this Agreement is not a gratuitous donation.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for the public benefits to be derived therefrom, the adequacy of which is hereby acknowledged, LCG and UL Lafayette do hereby agree as follows:

**SECTION I**  
**TASKS**

- A. UL Lafayette will utilize its Model of the Bayou Vermilion ("Model") to study the expected impacts on flooding and inundation in Lafayette Parish under each of the following scenarios ("Tasks"):
1. Tasks on Model Enhancement: UL Lafayette shall enhance the Model in coordination with LCG to add the following features and capabilities ("Model Enhancement"):
    - a. New river bathymetry data (25% effort/budget);
    - b. Hydrologic Modeling System ("HMS") models for all major tributaries in the Bayou Vermilion watershed (10%, 4%, 2%, and 1% storm intensities) (25% effort/budget);
    - c. Strategic 2D areas (25% effort/budget);

- d. River Analysis System (“RAS”) and HMS models to additional key tributaries, including Bayou Carencro, Coulee LaSalle, Webb Coulee, Beau Basin Coulee; bridge structures (25% effort/budget).
2. In the event UL Lafayette receives additional funding from a third party(ies) to enhance the Model by developing and integrating a basin wide design storm approach in the manner of the National Oceanic and Atmospheric Administration’s methodology, UL Lafayette will notify LCG and share the enhanced Model in accordance with and if permitted by the terms and agreements between UL Lafayette and the third party(ies). If additional efforts are required to integrate such approach into the Model beyond what the third party(ies) has(have) already provided, and if LCG desires to see such a new approach incorporated into the Model, UL Lafayette will notify LCG and discuss how such additional efforts can be covered.
3. In the event UL Lafayette receives additional funding from a third party(ies) to enhance the Model by developing and integrating artificial intelligence capabilities that support real-time flood prediction and forecasting to be used during emergency operations and disaster management, UL Lafayette will notify LCG and share the enhanced Model in accordance with and if permitted by the terms and agreements between UL Lafayette and the third party(ies). If additional efforts are required to integrate such approach into the Model beyond what the third party(ies) has(have) already provided, and if LCG desires to see such a new approach incorporated into the Model, UL Lafayette will notify LCG and discuss how such additional efforts can be covered.
4. In connection with the Tasks on Model Enhancement set out in Section I(A)(1) above, UL Lafayette shall host a meeting and/or seminar to discuss with LCG employees and local engineering consultants the Model, the methodology used in connection with the Model, the underlying assumptions made in developing the Model, the limitations of the Model, and working examples of the usage of the enhanced Model.
5. Tasks on Long-Term Model Maintenance and Updates: UL Lafayette shall continue during the Term of this Agreement and any extensions thereof, to host, maintain, and update the Model on a periodic basis to keep the Model up to date with hydraulic changes and developments (“Long-Term Model Maintenance and Updates”) for the benefit of LCG, its employees and any engineers or consultants engaged by LCG regarding flood mitigation efforts, which will ensure cost effectiveness and agility of action.
6. Task on Stormwater Management Plan: UL Lafayette shall act in an advisory capacity to review and comment on LCG’s parish-wide stormwater management plan that is currently under development (“Stormwater Management Plan”).

- B. Tasks will be reviewed by UL Lafayette and UL Lafayette shall submit the results of its work to LCG in exchange for LCG's payment of the fees set forth below:
1. Tasks on Model Enhancement: The amount due for the Tasks on Model Enhancement set forth in Section I(A)(1) shall be Three Hundred Twenty Thousand and No/100 Dollars (\$320,000.00), to be paid during the first two (2) years of the Term in quarterly payments in the amount of \$40,000 per payment, with the first payment due within thirty (30) days of the Notice to Proceed;
  2. Tasks on Long-Term Model Maintenance and Updates: The amount due for the Tasks on Long-Term Model Maintenance and Updates set forth in Section I(A)(5) shall be Twenty Thousand and No/100 Dollars (\$20,000.00) per year for the first three (3) years of the Term, and Ten Thousand and No/100 Dollars (\$10,000.00) per year for years four and five of the Term. Additional updates shall be task order based and shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per year;
  3. Tasks on Stormwater Management Plan: The amount due for the Tasks on Stormwater Management Plan set forth in Section I(A)(6) shall be a one-time payment of Fifteen Thousand and No/100 Dollars (\$15,000.00), due within thirty (30) days of the Notice to Proceed;
  4. Nothing in this Agreement shall be construed to prohibit LCG from funding the tasks listed in Sections I(A)(2) and I(A)(3). LCG may, in its sole discretion, fund the enhancements to the Model listed in Sections I(A)(2) and I(A)(3) during the Term.
- C. No later than thirty (30) days after the execution of the Agreement by the parties, copies of the current version of the Model and associated model data shall be transferred from UL Lafayette to LCG. UL Lafayette shall provide LCG a non-exclusive, royalty-free license to the Model. Requests made by third-party entities to LCG to acquire a copy of the Model shall be redirected to UL Lafayette. Upon requests from LCG, UL Lafayette shall offer non-exclusive, royalty-free licenses to the Model with other third-party entities directly supporting LCG operations/projects.
- D. Upon completion of all Tasks on Model Enhancement, UL Lafayette shall transfer and deliver to LCG the full results of its study of each of the scenarios and all data and information related thereto (collectively, the "Study Results"), including the Model. LCG shall have a royalty-free, non-exclusive license to the Model and Study Results. Upon requests from LCG, UL Lafayette shall offer without charge non-exclusive, royalty-free licenses to third parties directly supporting LCG operations/projects.



- E. LCG shall provide all available topographic and hydrologic data currently in the possession of or available to LCG or acquired at any time during the Term that is reasonably requested by UL Lafayette.

**SECTION II**  
**STUDY SCHEDULE**

Each Task shall be initiated by LCG's issuance to UL Lafayette of a written notice to proceed ("Notice to Proceed") delivered pursuant to Section III(I). Upon UL Lafayette's receipt of each Notice to Proceed, UL Lafayette shall commence and complete its work for each Task within the timeframes set forth below:

- A. Tasks on Model Enhancement: UL Lafayette shall have two (2) years from the Notice to Proceed to complete all enhancements listed in this task. In addition, once each enhancement is complete, the Model will be shared with LCG. This progress will be updated quarterly until all enhancements are complete.
- B. Tasks on Long-Term Model Maintenance and Updates: Each update requested by LCG will be completed by UL Lafayette within a sixty (60) to ninety (90) day period depending on the complexity of the update.
- C. Task on Stormwater Management Plan: a period of one (1) year from the Notice to Proceed.

**SECTION III**  
**MISCELLANEOUS**

- A. TERM. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for five (5) years. Any extension of the Term may only be granted by mutual written consent signed by the duly authorized representatives of the parties. Notwithstanding the foregoing, the provisions of Section III(D) of this Agreement shall survive the termination or expiration of this Agreement.
- B. TERMINATION. The parties may mutually agree to terminate this Agreement at any time. UL Lafayette shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.
- C. NONEXCLUSIVITY. Nothing in this Agreement shall be interpreted as granting exclusive rights to LCG with regard to the Model or any enhancements, hosting, maintenance, and/or updates to the Model. LCG acknowledges that UL Lafayette may also enhance, host, maintain, and update the Model for the benefit of UL Lafayette and for the benefit of third parties, including other public and private sector partners of UL Lafayette.

- D. INDEMNIFICATION. UL Lafayette shall defend, indemnify, and hold harmless LCG and its officials, elected officials, employees, invitees, or other representatives against any and all claims, demands, suits, judgments, or awards for personal injury or bodily injury, death, property damage, and/or loss of any kind which arises out of, results from, or is in any way connected with any act or omission of UL Lafayette, its agents, or employees while engaged in, about, or connection with the discharge or performance of the terms of this Agreement. LCG shall defend, indemnify, and hold harmless the State of Louisiana, the Louisiana Board of Regents, the University of Louisiana System, the University of Louisiana at Lafayette, and each of their respective employees, directors, officers, members, student workers, student interns, volunteers, representatives, institutions, departments, and agents, against any and all claims, demands, suits, judgments, or awards for personal injury or bodily injury, death, property damage, and/or loss of any kind which arises out of, results from, or is in any way connected with any act or omission of LCG, its agents, employees, or independent contractors, while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.
- E. PUBLIC PURPOSES. LCG and UL Lafayette agree and obligate themselves to act under the terms and conditions contained herein solely for the public purposes set forth herein and in accordance with Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana, and LCG and UL Lafayette agree that, notwithstanding any other provision to the contrary, this Agreement shall be terminated immediately if it is determined that any of the obligations undertaken herein are being used for any purpose other than those specifically set forth herein.
- F. NON-ASSIGNABILITY. This Agreement is strictly between LCG and UL Lafayette, and neither party has the right to assign this Agreement or any part hereof to any third party except and specifically provided herein.
- G. AMENDMENT. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of the parties.
- H. ENTIRE AGREEMENT. This Agreement, along with the exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.
- I. NOTICES. Any notice permitted or required under this Agreement shall be in writing and shall be deemed to have been duly delivered when emailed or mailed by certified



United States mail, return receipt requested and postage prepaid, and addressed as set forth below:

*If to LCG:*

Lafayette City-Parish Consolidated Government  
Attn: Mayor-President  
P.O. Box 4017-C  
Lafayette, LA 70502  
Email: [MayorPresidentsOffice@LafayetteLA.gov](mailto:MayorPresidentsOffice@LafayetteLA.gov)

*With copy to:*

Lafayette City-Parish Consolidated Government  
Attn: City-Parish Attorney  
P.O. Box 4017-C  
Lafayette, LA 70502

*If to UL Lafayette:*

University of Louisiana at Lafayette  
Attn: Joseph Derigo  
SPFAC  
P.O. Box 42570  
Lafayette, LA 70504-2570  
Email: [spfac@louisiana.edu](mailto:spfac@louisiana.edu)

- J. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained herein to the contrary, the continuation of this Agreement into a new fiscal year (i.e., 11/1 - 10/31) is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payment under the Agreement, the obligation to make payment or otherwise perform the covenant and obligations of LCG under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. In the event LCG should fail to perform its obligations under this Agreement, or should the obligations of LCG as set forth above terminate, then the obligations of UL Lafayette hereunder shall also terminate.
- K. BUDGETED FUNDS. Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by LCG for said Agreement. In the event the total amount of this Agreement is increased by reason of additional or any other reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be liable for the

amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

- L. SEVERABILITY. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- M. FORCE MAJEURE. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event" which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether natural occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether natural occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, pandemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party. If any Force Majeure Event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event.
- N. NON-DISCRIMINATION. LCG and UL Lafayette agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Equal Pay Act of 1963, Title IX of the Education Amendment of 1972, Executive Order 11246, the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008, and the 1990 Americans with Disabilities Act, and amendments thereto. LCG and UL Lafayette agree not to unlawfully discriminate in their employment practices, and will render services under this Agreement without regard to race, color, national origin, citizenship, genetic information, age, religion, sex, sexual orientation, disability, or military or veteran status. LCG and UL Lafayette acknowledge and agree that any act of unlawful discrimination committed by the other, or any other failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
- O. GOVERNING LAW; VENUE. This Agreement and all claims arising out of or relating to this Agreement shall exclusively be governed by and interpreted in accordance with the laws of the state of Louisiana, without regard to conflicts of laws principles. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the 15th Judicial District Court for Lafayette Parish, Louisiana.

- P. INDEPENDENT CONTRACTORS. The relationship between LCG and UL Lafayette shall be, and only be, that of independent contractor and neither party shall be construed to be an employee, agent, of or in joint venture with the other party.
- Q. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Agreement in accordance with La. R.S. 9:2605(B)(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

*[Remainder of page left intentionally blank. Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

By: \_\_\_\_\_  
Joshua S. Guillory  
Mayor-President

Date: \_\_\_\_\_

UNIVERSITY OF LOUISIANA  
AT LAFAYETTE

By: \_\_\_\_\_  
Dr. E. Joseph Savoie  
President

Date: \_\_\_\_\_

NOV 12 2021

Lafayette Consolidated Government  
Chief Administrative Officer

## Internal Memorandum

Legal Department (1400)

**TO:** Cydra Wingerter

**DATE:** November 12, 2021

**THRU:** Gregory J. Logan

**FROM:** Mark Stipe *MJS*

**SUBJECT:** Ordinance Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement with UL Lafayette for a Continuing Review and Modeling of Flooding within Lafayette Parish

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I attach the following, and request placement of same on the agenda for introduction at the December 1, 2021 Council Meeting:

- (a) A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council Authorizing the Mayor-President to execute a Cooperative Endeavor Agreement between Lafayette Consolidated Government and the University of Louisiana Lafayette;
- (b) A Cooperative Endeavor Agreement between Lafayette Consolidated Government and the University of Louisiana at Lafayette (the "CEA");
- (c) Agenda Item Submittal Form.

The CEA authorizes Lafayette Consolidated Government to access the computer models developed by the Louisiana Watershed Flood Center, a UL Lafayette Research Division. The CEA is for a term of five (5) years, calls for the University of Louisiana at Lafayette perform a number of tasks related to its model of the Bayou Vermilion ("Model"), to maintain the Model during the term of the agreement, and allows engineers and contractors of Lafayette Consolidated Government access to the Model.

Should you have any questions, please contact our office.

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**Mark E. Stipe**  
Assistant City-Parish Attorney

**Attachments**

C: Paul Escott  
Josh Guillory



LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A Joint Ordinance of the Lafayette Parish Council and the Lafayette City Council to authorize the Lafayette Mayor-President to enter into a Cooperative Endeavor Agreement between Lafayette City-Parish Consolidated Government and the University of Louisiana at Lafayette

2) ACTION REQUESTED: Adoption of an Ordinance

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: December 1, 2021

B) FINAL ADOPTION: December 15, 2021

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) Submittal Item Justification Form (1 page)

C) Cooperative Endeavor Agreement (10 pages)

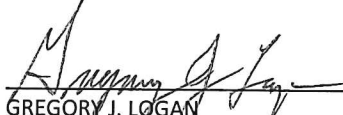
D) Ordinance (2 pages)

6) FISCAL IMPACT:

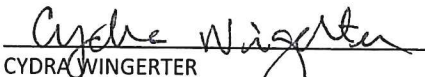
Fiscal Impact

No Fiscal Impact

RECOMMENDED BY:

  
GREGORY J. LOGAN  
CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:

  
CYDRA WINGERTER  
CHIEF ADMINISTRATIVE OFFICER