24.

CITY ORDINANCE NO. CO-103-2026

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AMENDING THE FY 26/27 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF $107,400 RECEIVED FROM LOUISIANA HIGHWAY SAFETY COMMISSION AND APPROPRIATING WITHIN THE LAFAYETTE POLICE DEPARTMENT

BE IT ORDAINED by the Lafayette City Council, that:

SECTION 1: The FY 26/27 operating budget of the Lafayette City Consolidated Government is hereby amended by increasing revenues in the amount of $107,400 received from Louisiana Highway Safety Commission and appropriating within the Lafayette Police Department.

SECTION 2: The purpose of this grant is to provide local law enforcement agencies with critical funding necessary to reduce the number of fatal and injury crashes in Louisiana through Seat Belt Checks and OWI Checkpoints manned by Lafayette Police Officers.

SECTION 3: There is no matching requirement for this grant.

SECTION 4: The Lafayette City Council hereby authorizes the Lafayette Mayor-President, or her designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

SECTION 5: This increase in revenues shall be as reflected in any pertinent documents which are attached hereto and made a part hereof and filed in the Office of the Clerk of the Council.

SECTION 6: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall become effective upon signature of the Lafayette City-Parish President, the elapse of ten (10) days after receipt by the Lafayette City-Parish President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

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AUTHORIZATION FOR BUDGETARY REVISIONS

Page_____ of _____

2027 Budget Adjustment Codes:
Disposition of new revenues

Fund: Description:
1260 GRANTS - FEDERAL

Justification:
AN ORDINANCE OF THE LAFAYETTE CITY-PARISH COUNCIL AMMENDING THE FY 26/27 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING REVENUES IN THE AMOUNT OF THE $107,400 RECEIVED FROM THE LOUISIANA HIGHWAY SAFETY COMMISSION AND APPROPRIATING WITHIN THE LAFAYETTE POLICE DEPARTMENT. GRANT PERIOD 10/1/2026-09/30/2027.

Ordinance #:_____

					PL		GL	
PROJECT STRING	DESCRIPTION	GL ACCOUNT	DESCRIPTION	ADJUSTMENT AMOUNT	CURRENT PS BUDGET	ADJUSTED BUDGET	CURRENT GL BUDGET	ADJUSTED BUDGET
RV26008822-12600999-GRT1261827-420000	LHSC 2027	1260-00-000-000-0999-420000-000000-000000-000000	PUBLIC SAFETY FEDERAL GRANTS	(107,400.00)	0.00	(107,400.00)	(4,224,914.52)	(4,332,314.52)
PD26008826-12603120-GRT1261827-502000	LHSC 2027	1260-PS-030-155-3120-502000-000000-000000-000000	OVERTIME	107,400.00	0.00	107,400.00	267,041.86	374,441.86

RECEIVED
OCT 22 2026
Lafayette Consolidated Government
Finance & Management/CFO

RECEIVED
OCT 05 2026
BUDGET MGMT

Total Adjustments 0.00

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

Reserve Balances (Budget Use Only)
Operating Funds
☐ Reserve
☐ Accum Use of P.Y. Fund Balance
Transfer No._____
Balance After This Transfer_____

10.22.26

Shg 10/6/26

P.A.L. 10-5-26
DIVISION HEAD DATE

Denise G. Melville 10/06/26
BUDGET MANAGEMENT OFFICER DATE

MAYOR-PRESIDENT DATE

Updated 10/28/21

SUBGRANT BETWEEN STATE OF LOUISIANA

Department of Public Safety Services LOUISIANA HIGHWAY SAFETY COMMISSION

AND

CONTRACTING AGENCY: Lafayette City-Parish Consolidated Government

IMPLEMENTING AGENCY (if different from Subgrantee): Lafayette Police Deparment

SUBGRANT NUMBER *(ISIS/LAGOV)*: **LHSC PROJECT NUMBER:** 2027-30-33

TYPE OF SERVICES TO BE PROVIDED: Governmental

SUBGRANTEE (Legal Name if Corporation): Lafayette City-Parish Consolidated Government

FEDERAL EMPLOYER TAX ID NUMBER: 721335255

STATE VENDOR NUMBER: 310087897

SUBGRANTEE UNIQUE IDENTIFIER NUMBER: YNYLNKW&THY5

TELEPHONE NUMBER: (337) 291-8200

STREET ADDRESS: 705 W University Avenue

ZIP CODE: 70506

CITY: Lafayette **STATE:** Louisiana

SUBGRANTEE EMAIL ADDRESS: jquebedeaux@lafayettela.gov

PROJECT TITLE: Sustained & High Visibility Integrated Traffic Safety Law Enforcement

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (Scope):
Utilize overtime hours to conduct high visibility traffic safety enforcement of impaired driving laws, speed limits, occupant protection laws, and other relevant traffic laws. The goal is to reduce motor vehicle crash fatalities and serious injuries from violations of these laws.

MAXIMUM SUBGRANT AMOUNT: N/A **MULTI-YEAR SUBGRANT BREAKDOWN:** N/A

FEDERAL AWARDING AGENCY: U. S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)

FUNDING:

Award Description	Assistance Listing Number and Title	FAIN Number	Amount Obligated for this Agreement
IIJA 154 Transfer Funds	20.607 - ALCOHOL OPEN CONTAINER REQUIREMENTS	69A37524300001540LAA, 69A37525300001540LAA, 69A37526300001540LAA, 69A37527300001540LAA	$47,200.00
NHTSA 402	20.600 - State and Community Highway Safety	69A37525300004020LA0, 69A37526300004020LA0, 69A37527300004020LA0	$60,200.00
		Total Federal Obligation:	$107,400.00
		Subgrantee Matching Funds:	$0.00
		Subgrantee Program Income:	$0.00
		Total Project Costs:	$107,400.00

*per NHTSA guidance State Subgrants are discretionary

**none of these funds are used for research and development

For additional federal award information, i.e. federal award date, period of performance, indirect cost rate and total award amount please visit https://www.usaspending.gov/search?hash=f89df7130b76abb82d9a489104de0d30

BUDGET PERIOD: BEGIN DATE: October 01, 2026 END DATE: September 30, 2027

Funding for this subgrant begins on October 1, 2026 and ends September 30, 2027. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Subgrants apply to this subgrant.

These funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:
Upon approval of a completed claim packet as described in Section E below.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: LHSC Program Coordinator

A. Subgrantee Performance Targets

a. Subgrantee Specific Performance Target(s):
- Reduce traffic fatalities by 1 percent in target area.
- Reduce serious traffic injuries by 1 percent in target area.
- Reduce fatal crashes involving drivers age 20 or younger by 1 percent in target area.
- Reduce motorcyclist fatalities by 1 percent in target area.
- Complete at least 90% of the contracted overtime enforcement hours in target area.
- Complete work during each of the twelve months of the project period with special emphasis on the five waves as listed under **I.** Subgrant Operational Requirements which is included below.
- Reduce fatalities involving drivers/motorcyclists with a BAC at or greater than 0.08 by 1% by end of grant period.
- Reduce fatal crashes involving impaired drivers age 20 or younger by 1% in target area.
- Conduct/participate in at least four DWI checkpoints and/or saturation patrols, one per quarter, throughout the period.
- Reduce fatal crashes involving drivers age 20 or younger by 2% by end of grant period.
- Increase saturation patrols in business and residential areas where underage drinking is reported to be occurring in target area.
- Increase (or maintain) compliance checks conducted at licensed alcohol outlets by 1% in target area.
- Reduce unrestrained driver and passenger fatalities by 1% by end of grant period.
- Increase observed seat belt use of front seat vehicle occupants in passenger vehicles by 1.1% by end of grant period.
- Conduct/participate in at least four day or night OP Checkpoints, one per quarter, throughout the project period.
- Conduct/participate in at least two OP Checkpoints and/or Saturation Patrol efforts during the May CIOT campaign.
- Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.

B. Subgrantee Performance Measures:

- Number of traffic fatalities in target area
- Number of serious traffic injuries in target area
- Number of fatal crashes involving drivers age 20 or younger in target area
- Number of motorcyclist fatalities in target area

- Number of total overtime enforcement hours worked during contract period in target area
- Number of months in which work was conducted during contract period in target area
- Number of fatalities involving drivers/motorcyclists with a BAC at or greater than 0.08.
- Number of drivers age 20 or younger involved in fatal crashes.
- Number of impaired driving enforcement hours conducted in target area.
- Number of impaired driving checkpoints conducted/participated in target area.
- Number of impaired driving saturation patrols conducted in target area.
- Number of drivers age 20 or younger involved in fatal crashes.
- Number of saturation patrols in business and residential areas where underage drinking is occurring in target area.
- Number of compliance checks conducted at licensed alcohol outlets in target area.
- Number of unrestrained driver and passenger fatalities.
- Occupant protection use rate in target area.
- Number of occupant protection checkpoints conducted/participated in target area.
- Number of occupant protection saturation patrols conducted in target area.
- Number of occupant protection enforcement hours conducted in rural parishes.
- Number of unrestrained passenger vehicle occupant fatalities in rural areas.
- Number of nighttime occupant protection enforcement hours conducted in target area.

C. Subgrantee Deliverables

a. **Execute Evidence-Based Enforcement Plan**

All agencies must use an evidence-based enforcement approach for this subgrant. Evidence-based enforcement requires your agency to:

i. Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located online at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: Law Enforcement Analysis Program and the National Highway Traffic Safety Administration (NHTSA) at: https://www.nhtsa.gov/data . Your agency is responsible for analysis of agency-specific information to determine where to best deploy enforcement resources.

ii. Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.

iii. Document (i) and (ii) above.

b. **Develop Police Community Collaborations**

Your agency is strongly encouraged to conduct engagement activities to better serve the community by improving traffic safety. Police-community collaboration requires your agency to build relationships with community leaders and develop some sort of process to continually seek input and feedback from them. For training and guidance on easy processes for soliciting comments, consult with your LHSC PTS Program Coordinator and regional Law Enforcement Liaison

c. **Conduct Occupant Protection Enforcement (if awarded)**

i. Conduct at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Ticket campaign. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.

a. Nighttime Drivers: All agencies are **required** to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.

b. Pickup Truck Drivers: All agencies are **required** to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.

ii. Schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that havethe greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your region, as defined by the LSP Troop Areas and displayed in the attached table.

iii. Make every effort to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

iv. Clearly document Occupant Protection checkpoints and/or saturation patrols. Also document any of your agencies' supporting public information & education (PI&E) activities with the media, on the monthly LHSC reimbursement forms

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratio. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

d. **Conduct Impaired Driving Enforcement (if awarded)**

i. When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson. Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development at (225) 925-6202.

ii. Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under I. Subgrant Operational Requirements #iv.

iii. Schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving at high-risk locations within your jurisdictions. The production of officers should becommensurate with the impaired driving related fatal crash rate in your corresponding parish as listed in this table.

iv. Ensure that no more than 40% of Impaired Driving funds are used to conduct Impaired Driving checkpoints. Make every effort to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police, when feasible.

v. Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities. Provide copy of any press release notices issued by your agency to announce scheduled DWI checkpoints using grant overtime to: terry.chustz@la.gov.

vi. Clearly document Impaired Driving checkpoints and/or saturation patrols. Also document any of your agencies' supporting public information & education (PI&E) activities with the media, on the monthly LHSC reimbursement forms.

vii. Make every effort to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary

training. For information, contact your PTS Program Coordinator or Law Enforcement Liaison.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

e. **Conduct Other Traffic Safety Enforcement Activities (if awarded)**
NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.

i. **Speed Enforcement**: If your contract includes speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

ii. **Juvenile Underage Drinking Enforcement**: If your contract includes juvenile underage drinking enforcement (JUDE), your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events, fairs, festivals), and other areas where underage procurement and consumption are identified. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

iii. **Distracted Driving Enforcement**: If your contract includes distracted driving enforcement, your agency will deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

iv. **Non-Motorized Enforcement**: If your contract includes non-motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

v. **Rail/HW Crossing Grade Enforcement**: If your contract includes rail grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy

enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

f. **Conduct Motorcycle Enforcement as Part of Overtime Efforts (all subgrantees)**
All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.

g. **Conduct Moving or Other Hazardous Violations Enforcement**
Take appropriate enforcement action on other hazardous moving violations observed during grant- funded overtime and report those actions on monthly claim reports.

h. **Deploy Earned and Social Media**
Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws. You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency's traffic safety efforts. The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet

i. Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year within the first sixty days of subgrant agreement execution.

ii. Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained nighttime enforcement of the state's seat belt and child passenger safety laws.

iii. Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs in April every year.

iv. Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs during Thanksgiving week every November and the Click it or Ticket National Mobilization that runs beginning in mid-May every year.

v. Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Drive Sober or Get Pulled Over National Mobilization during the first week of the campaign that begins in mid-August and continues into September every year.

Your agency is **required** to: (a) Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator and (b) Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.

i. **Subgrant Operational Requirements**

i. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.

ii. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.

iii. Notify the LHSC staff members prior to activities and events conducted in support of this subgrant.

iv. Support the National Highway Traffic Safety Administration/LHSC campaigns for occupant protection and impaired driving.

Occupant Protection (Click It or Ticket [CIOT]) Campaigns

Click It or Ticket Thanksgiving	November 21-28, 2026
Buckle Up in Your Truck	April 17-24, 2027
Click It or Ticket National Mobilization	May 24-June 6, 2027

Impaired Driving (Drive Sober or Get Pulled Over [DSGPO]) Campaigns

Drive Sober or Get Pulled Over Christmas/New Year	December 16, 2026-January 1, 2027
Drive Sober or Get Pulled Over Mardi Gras	January 29-Feb 9, 2027
Drive Sober or Get Pulled Over Independence Day	July 1-5, 2027
Drive Sober or Get Pulled Over National Mobilization	August 11-September 5, 2027

v. If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49) or another agency-specific policy memorandum that has been approved by the Division of Administration to supersede PPM 49. All out of state travel will be subject to prior approval by the LHSC. https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/

Submit a Travel Authorization Request form via the LHSC SMS system for all types of travel and prior to making any reservations or arrangements. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel. Requests for conference travel should be submitted within the first quarter of the subgrant year or within 90 days of receiving an approved executed Subgrant. An extension of this required period must be specifically approved by the LHSC.

vi. Your agency agrees to work with the LHSC Law Enforcement Liaison(s) (LEL) assigned to your area:

Levy Firmin | Region: Troop I | levyfirmin@gmail.com | (337) 278-0970

D. **Project Reporting, Monitoring, and Evaluation**

Complete reimbursement claims, including applicable Annexes must be submitted to your LHSC Program Coordinator on a monthly basis. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission. Claims will be reviewed by your Program Coordinator and a member of the LHSC Fiscal Team; those needing corrections/revisions will be returned to the submitting agency for corrections, which will result in a delay of your agency's reimbursement. **Important Reminder**: Final claims for reimbursement must be received by October 30, 2027. Subgrantee agrees that project activities, reporting, monitoring, and evaluation

will be in accordance with the current LHSC Manual for Subgrants which includes **Certifications and Assurances required** by all federal fund Subgrantees and is available for review at https://www.lahighwaysafety.org/grants/subgrantee-resources/. Requirements that also apply to the Subgrantees are noted under the applicable caption.

Subgrantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. All claims must be submitted as directed by LHSC Coordinator.

a. All records and supporting documentation related to this subgrant must be maintained by the agency for the current year plus five (5) additional years.

b. The Subgrantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this agreement is terminated and/or a lawsuit is filed. Specifically, the Subgrantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

c. 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 accounts of Subgrantee which relate to this agreement.

E. Payment Terms

The State shall pay the Subgrantee a maximum amount of $107,400.00 in accordance with the Budget Attachment to this Subgrant. The Subgrantee may invoice the Using Agency monthly at the billing address designated by the State. Payments will be made by the State within approximately 30 days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the subgrant and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.
Payment will be made only upon approval of the LHSC Program Coordinator.

a. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

b. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

F. Taxes

The Subgrantee agrees that all applicable taxes are included in the Budget Attachment of this Subgrant. State agencies are exempt from all State and local sales and use taxes.

The Subgrantee acknowledges that: (1) a LDR tax clearance certificate is required for approval of this Subgrant and (2) the Subgrantee is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this Subgrant without penalty and to proceed with alternate arrangements should the Subgrantee fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

G. Termination

The State of Louisiana has the right to terminate this Subgrant immediately for any of the following reasons: (a) misrepresentation by the Subgrantee; (b) Subgrantee's fraud, collusion, conspiracy or other unlawful means of obtaining any subgrant with the State of Louisiana; (c) conflict of subgrant provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Subgrantee towards an employee or agent of the State; (e) Subgrantee's intentional violation of the Louisiana Procurement Code (La. R.S.

39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

a. Termination for Cause

The State of Louisiana may terminate this Subgrant for cause based upon the failure of the Subgrantee to comply with the terms and/or conditions of this Subgrant, or failure to fulfill its performance obligations pursuant to this Subgrant, provided that the State shall give the Subgrantee written notice specifying the Subgrantee's failure. If within 30 days after receipt of such notice, the Subgrantee shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Subgrantee in default and this Subgrant shall terminate on the date specified in such notice.

The Subgrantee 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 Subgrant, provided that the Subgrantee shall file a claim with the Chief Procurement Officer under La. R.S. 39:1672.2– 1672.4.

b. Termination for Convenience

The State of Louisiana may terminate this Subgrant for convenience at any time (1) by giving 30 days written notice to the Subgrantee of such termination; or (2) by negotiating with the Subgrantee an effective date. The State shall pay the Subgrantee for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

c. Termination for Non-Appropriation of Funds

The continuation of this Subgrant is contingent upon the appropriation of funds to fulfill the requirements of this Subgrant by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Subgrant or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 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 this Subgrant, this Subgrant shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear subgrant for professional or consulting services, the Subgrant for the remaining term shall be cancelled and the Subgrantee shall be reimbursed in accordance with the terms of the Subgrant for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Subgrant. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear subgrants for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Subgrant.

H. Subgrant Modifications

No amendment or modification of the terms of this Subgrant shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Subgrant is binding on any of the parties.

Changes to this Subgrant include any change in a) compensation; b) beginning/ending date of this Subgrant; c) scope of work; and/or d) Subgrantee change through the assignment of subgrant process. Any such changes, once approved, will result in the issuance of an amendment to this Subgrant.

I. Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Subgrantee under this Subgrant are the property of the State. If applicable, all software and customizations developed under this Subgrant are the property of the State. The Subgrantee, at its expense, shall deliver this property to the State at the termination or expiration of this Subgrant, unless otherwise required by this Subgrant. Delivery of this property shall be in a form specified by the State.

J. Record Ownership

All records, reports, documents, and other material delivered or transmitted to the Subgrantee by the State shall remain the property of the State. The Subgrantee, at its expense, shall return this property to the State at the termination or expiration of this Subgrant, unless otherwise required by this Subgrant. Delivery of this property shall be in a form specified by the State.

K. Use of State Property

Any property of the State furnished to the Subgrantee shall, unless otherwise provided herein, or approved by the State and/or Using Agency, be used only for the performance of this Subgrant.

The Subgrantee shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Subgrantee or which results from the failure on the part of the Subgrantee to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or Using Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Subgrantee. Upon the happening of loss, or destruction of, or damage to property of the State, the Subgrantee shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Subgrantee shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Subgrant, unless otherwise specified herein. All references to the Subgrantee under this section shall include any of its employees, agents, or subcontractor.

L. State Project Manager

The State shall appoint a Project Manager for this Subgrant who will provide oversight of the activities conducted hereunder. Notwithstanding the Subgrantee's responsibility for management during the performance of this Subgrant, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for the Subgrantee concerning the Subgrantee's performance under this Subgrant.

M. Waiver

Waiver of any breach of any term or condition of this Subgrant shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Subgrant shall be held to be waived, modified, or deleted except by the written consent of both parties.

N. Warranties

The Subgrantee warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

The Subgrantee further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Subgrant. In the event of a material failure of the Subgrantee's product to function and operate, and/or failure by the Subgrantee to perform its obligations, in accordance with the terms

and conditions of this Subgrant that results in the termination of this Subgrant for cause by the State, the State will not be obligated to compensate the Subgrantee of any costs incurred by the Subgrantee.

Extent of Warranty: These warranties replace all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

O. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Subgrant, the Subgrantee shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Subgrantee, but this assistance shall not affect the Subgrantee's obligations, duties, and responsibilities under this section. The Subgrantee shall obtain the State's written consent before entering into any settlement or dismissal.

P. Liability and Indemnification

a. Subgrantee Liability

The Subgrantee shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Subgrantee, its owners, agents, employees, partners or Subcontractor.

b. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Subgrant.

c. Indemnification

The Subgrantee shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Subgrantee, its owners, agents, employees, partners or Subcontractor. The Subgrantee shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

d. Intellectual Property Indemnification

The Subgrantee shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Subgrantee, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Subgrantee believes that it may be enjoined, the Subgrantee, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under this Subgrant related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Subgrantee remains in default.

The Subgrantee shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: (i) modification or alteration of the product, material or service; (ii) use of the product, material or service in combination with other products not furnished by the Subgrantee; or, (iii) use of the product, material or service in other than the specified operating conditions and environment.

e. Limitations of Liability

For all claims against the Subgrantee not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Subgrantee's liability for direct damages shall be limited to two times the maximum dollar amount of this Subgrant.

The Subgrantee shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

f. Other Remedies

If the Subgrantee fails to perform in accordance with the terms and conditions of this Subgrant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Subgrantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Subgrantee and proceeding against any surety of the Subgrantee.

Q. Insurance

The Subgrantee shall purchase and maintain for the duration of this Subgrant insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, its agents, representatives, employees, or Subcontractors.

The Subgrantee shall furnish the State with certificates of insurance effecting coverage(s) required by this Subgrant in accordance with the **Insurance Requirements for Subgrantees** Attachment of this Subgrant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies at any time. The Subgrantee shall maintain the insurance as specified in the **Insurance Requirements for Subgrantees** Attachment of this Subgrant for the full term of this Subgrant. Failure to comply shall be grounds for termination of this Subgrant.

R. Licenses and Permits

The Subgrantee shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Subgrant, if applicable.

S. Severability

If any term or condition of this Subgrant 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 Subgrant are declared severable.

T. Subcontractors

The Subgrantee may, with prior written permission from the State and/or Using Agency, enter into subcontracts with third parties for the performance of any part of the Subgrantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Subgrantee to the State and/or Using Agency for any breach in the performance of the Subgrantee's duties. The Subgrantee will be the single point of contact for all Subcontractor work.

U. Substitution of Personnel

If, during the term of this Subgrant, the Subgrantee or Subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. In the event that any Subgrantee personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this Subgrant, outside of the Subgrantee's reasonable control, as the case may be, the Subgrantee shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Subgrantee that every reasonable attempt shall be made to assign the personnel listed in the Subgrantee's proposal.

The State shall reserve the right to require removal and replacement of any subgrant personnel whose performance it considers unacceptable.

V. Assignability

The Subgrantee may assign its interest in the proceeds of this Subgrant to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Subgrantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Subgrantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Subgrantee shall only transfer an interest in this Subgrant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Subgrantee's responsibilities and obligations.

W. Code of Ethics

The Subgrantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Subgranting Party in the performance of services called for in this Subgrant. The Subgrantee agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Subgrant.

X. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Subgrantee in order to carry out this Subgrant, or which become available to the Subgrantee in carrying out this Subgrant, shall be protected by the Subgrantee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information, as well as the State's procedural requirements for protection of such data and information from unauthorized use and

disclosure, shall be provided by the State in writing to the Subgrantee. If the methods and procedures employed by the Subgrantee for the protection of the Subgrantee's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Subgrantee shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Subgrantee's possession, is independently developed by the Subgrantee outside the scope of this Subgrant, or is rightfully obtained from third parties.

Under no circumstance shall the Subgrantee discuss and/or release information to the media concerning this Subgrant without prior express written approval of the Louisiana Highway Safety Commission.

Y. Subgrant Controversies

Any claim or controversy arising out of this Subgrant shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2 – 1672.4.

Z. Right to Audit

The State Legislative auditor, federal auditors, and internal auditors of the Department of Public Safety/Louisiana Highway Safety Commission, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Subgrant for a period of five years from the date of final payment or as required by applicable State and Federal Law. The Subgrantee and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

AA. Data/Record Retention

The Subgrantee and Subcontractor shall retain all their books, their records, and their other documents relevant to this Subgrant and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

BB. Sanitization of State Data/Records in Subgrantee's Custody

The Subgrantee shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Subgrantee shall provide quarterly a Certificate of Sanitization to the Using Agency's subgrant monitor.

CC. Subgrantee's Certification of No Federal Suspension or Debarment

The Subgrantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Subgrant and debarment from future Subgrants.

DD. Subgrantee's Cooperation

The Subgrantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Subgrant is terminated and/or a lawsuit is filed. Specifically, the Subgrantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

EE. Security

The Subgrantee's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Subgrantee, accordingly.

The Subgrantee shall comply with the Office of Technology Services' Information Security Policy at https://www.doa.la.gov/doa/ots/about-us/infosec/.

The Subgrantee is responsible for promptly reporting to the State any known breach of physical or information security.

a. **Cybersecurity Training**
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Subgrantee, any of its employees, agents, or Subcontractor will have access to State government information technology assets, the Subgrantee's employees, agents, or Subcontractor with such access must complete cybersecurity training annually, and the Subgrantee must present evidence of such compliance annually and upon request. The Subgrantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

FF. Commencement of Work
No work shall be performed by the Subgrantee and the State shall not be bound until such time as this Subgrant is fully executed between the State and the Subgrantee and all required approvals are obtained.

GG. Compliance with Civil Rights Laws
The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Subgrantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Subgrant without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Subgrantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Subgrant.

HH. Prohibition of Discriminatory Boycotts of Israel
In accordance with La. R.S. 39:1602.1, for any Subgrants with a value of $100,000 or more and for any Subgrantee with five or more employees, the Subgrantee certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Subgrant if the Subgrantee, or any Subcontractor, engages in a boycott of Israel during the term of this Subgrant.

II. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries
In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or subgrant(s) with a value of $100,000 or more involving a for-profit company with at least 50 full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Subgrant, the

Bidder, Proposer or Subgrantee certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the subgrant based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer, or Subgrantee if this certification is subsequently determined to be false, and to terminate any subgrant awarded based on such a false response or if the certification is no longer true.

JJ. Prohibited Use of Funds

The Subgrantee agrees not to use subgrant proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

KK. E-Verify

The Subgrantee shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Subgrant.

LL. Headings

Descriptive headings in this Subgrant are for convenience only and shall not affect the construction of this Subgrant or meaning of contractual language.

MM. Governing Law

This Subgrant shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the Request for Proposal (RFP) and this Subgrant. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Subgrant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

NN. Complete Subgrant

This is the complete Subgrant between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Subgrant. This Subgrant is entered into with neither party relying on any statement or representation made by the other party not embodied in this Subgrant and there are no other agreements or understanding changing or modifying the terms. This Subgrant shall become effective upon final statutory approval.

In Witness Whereof, the parties have executed this Subgrant.

Subgrant Approval

This subgrant is not effective until effective executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S. 39:1595.1.

Subgrantee Signature:

By: _____
Typed Name:
Title:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

STATE AGENCY SIGNATURE:

_____
Lisa Freeman, Executive Director and
Governor's Highway Safety Representative
Phone: (225) 925-6991

Lafayette
POLICE DEPARTMENT

Internal Memorandum

Administration Division (3100)
Office of the Chief of Police

TO: Joseph Gordon-Wiltz, Clerk of Council **DATE:** October 5, 2026

THRU: Rachel Godeaux, CAO

FROM: Chief Paul Trouard

SUBJECT: **Council Agenda**

It is hereby requested that the attached ordinance be placed on the City Council agenda for Introduction on November 10,2026. Due to funding being appropriated within the Police Department and used only for Police Department activities, it is a City Council agenda Item

This ordinance amends the FY 26/27 operating budget of the Lafayette City-Parish Consolidated Government by increasing the revenues in the amount of $107,400.00 received from the Louisiana Highway Safety Commission.
*****The Louisiana Highway Safety Commission requires the contract be signed via DocuSign. An email containing the contract was forwarded to the mayor's email and may send auto-reminders until the document is signed, however LHSC is aware that LCG requires the contract and budget go before council.**

If approved, please sign the pages indicated. If you have any questions, please call Elizabeth Taylor at 337-291-7010 or via email at etaylor@lafayettela.gov

PAUL TROUARD
CHIEF OF POLICE

PT/et

RECEIVED
OCT 23 2026
OFFICE OF THE CAO

t: 337.291.8657 / ptrouard@lafayettela.gov / f: 337.291.5665

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** An ordinance of the Lafayette City Council amending the FY 26/27 operating budget of the Lafayette City Consolidated Government by increasing revenues in the amount of $107,400.00 received from the Louisiana Highway Safety Commission and appropriating within the Lafayette Police Department

2) **ACTION REQUESTED:** Adoption of Ordinance

3) **REQUESTED ACTION OF COUNCIL:**

A) INTRODUCTION: November 10, 2026

B) FINAL ADOPTION: November 24, 2026

4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) Ordinance (1 page)

D) Subgrant Agreement (17 pages)

F) Budget Revision (1 page)

5) **FISCAL IMPACT:**

__X__ Fiscal Impact
Increases revenues in the amount of $107,400.00 and appropriate within the Lafayette Police Department

_____ No Fiscal Impact

RECOMMENDED BY:

PAUL TROUARD
CHIEF OF POLICE

APPROVED FOR AGENDA:

RACHEL GODEAUX
CHIEF ADMINISTRATIVE OFFICER