BOBBY JINDAL
GOVERNOR

ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of Contractual Review

May 29, 2009

Ms. Chris Stewart
State Contracts/Grants Reviewer
Department of Economic Development
Post Office Box 94185
Baton Rouge, LA 70804-9185

Dear Ms. Stewart:

Enclosed are approved copies of the following cooperative endeavor agreement, received in our office on May 15, 2009. This agreement is being approved under the authority of Executive Order BJ 2008-29, issued August 5, 2008.

Department of Economic Development
OCR# 252-900957 CFMS# 678634 University of LA at Lafayette

The OCR and CFMS numbers preceding the cooperative party's name has been assigned by this office and are used as identification for this cooperative endeavor. The CFMS number is the system assigned number for the ISIS Contract Financial Management System. Please use these numbers when referring to the cooperative endeavor in any future correspondence or amendment(s).

We appreciate your continued cooperation.

Sincerely,

Sandra B. Gillen
for Susan H. Smith
Director

SHS/pl

Enclosure

RECEIVED
JUL - 6 2009
CONTRACTS/GRANTS REVIEWER

OCR#252-900957

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678634

STATE OF LOUISIANA
DEPARTMENT OF ECONOMIC DEVELOPMENT
AND
UNIVERSITY OF LOUISIANA AT LAFAYETTE

COOPERATIVE ENDEAVOR AGREEMENT ***(line item appropriation)***

THIS COOPERATIVE ENDEAVOR (sometimes herein referred to as "agreement" or as "contract"), has been made and entered into and is effective as of the **17** day of **December**, **2008**, by and between the **LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT** of the State of Louisiana, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, La. 70804-9185, hereinafter referred to as "**State,**" as "**LED**", and/or as "**Agency**", and **University of Louisiana at Lafayette, officially domiciled at P.O. Box 40400 , Lafayette, LA 70504,** hereinafter referred to as "**Contracting Party**", or as "**Recipient Entity**".

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 19 of the 2008 Regular 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 19 contains a line item appropriation within the Agency's budget for the benefit of University of Louisiana at Lafayette, School of Architecture and Design's Building Institute of which the sum of FOURTEEN THOUSAND TWO HUNDRED FIFTY & NO/100 ($14,250) DOLLARS has been allocated for this project, as set forth in 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: An Architectural Study Regarding Hurricane Protection And An Eco-Tourism Park On The Vermilion Parish Gulf Coast Between Freshwater Bayou And Southwest Pass.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor's Executive Order BJ 2008-30 on accountability for line item appropriations; and is attached to this agreement and made a 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: *(Narrative should identify what the contracting agency will do, i.e. the program goals and objectives as well as the expected outcomes and results as more specifically detailed in the Attachment "A" Plan)*

specifically detailed in the Attachment "A" Plan)
Through a series of field visits, the team will investigate and document the site's role in hurricane protection, its inherent natural conditions, and its potential for an eco-tourism park. The investigation will be conducted through "on-the-ground" photography which will serve as a basis for a site analysis. The site analysis will in turn, serve as a basis for designing a schematic land use proposal regarding the site's potential for increased hurricane protection and an eco-tourism park.

2.2 Deliverables: *(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 team will deliver a book of photographs which will be keyed to specifically mapped points on the site. This book will help to serve as a "virtual tour" of the site. These keyed photographs will also be overlaid with a mapping of wetland conservation and hurricane protection measures (existing and proposed) that are under the guidance of the Department of Natural Resources and the Army Corps of Engineers which are relative to the site.

The team will also deliver a schematic land use proposal regarding an eco-tourism park and other potentially related economic development strategies for the site that may be compatible with this programming.

Contracting Party will provide to 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 *(monthly or at least quarterly)* **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of appropriated funds. **Attachment C Progress Report** and **Attachment D Cost Report** are attached to this agreement and made a part thereof by reference.

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 **Fourteen Thousand Two Hundred Fifty and no/100 Dollars ($14,250.00)** which sum shall be inclusive of all costs or expenses to be paid by State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated for this project by State. No state funds shall be paid for any one phase of this agreement that exceeds the categories shown on the **Budget** attached as "Attachment B", without the prior approval of State.

ARTICLE III
CONTRACT MONITOR

3.1 The Contract Monitor for this contract is Skip Smart, Director, Community Develoment, however, the Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this contract, to provide liaison between the Contracting Party and the LED, and to perform various duties which are specifically provided for in this agreement; and any changes in the Contract Monitor shall not require any amendment to this agreement.

3.2 Monitoring Plan: **(A)** During the term of this agreement, Contracting Party shall discuss with 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. Contract Monitor shall review and analyze Contracting Party's **Plan** to ensure Contracting Party's compliance with contract

requirements.

(B) The Contract Monitor shall also review and analyze the Contracting Party's written **Progress Reports** and **Cost Reports** 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 contract to determine the progress made;
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with Contracting Party on contract 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 **Cost Reports** are in compliance with the approved **Budget.** Contract Monitor shall coordinate with agency's fiscal office for reimbursements to Contracting Party and shall contact Contracting Party for further details, information or documentation when necessary.

(C) Between required performance reporting dates, Contracting Party shall inform 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. 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 Provided Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of State, payments to the Contracting Party shall be made by State on a reimbursement basis, after receipt from the Contracting Party and approval by State of (*monthly or quarterly*) **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 Contracting Party, and shall be subject to audit, as hereinafter stated.

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.

4.3 Reimbursements under this agreement will be allowed only for expenditures occurring between and including the dates of ***(December 1, 2008)*** and ***(December 31, 2009)***, and this project and all of the Contracting Party's services shall be completed by **Februrary 1, 2010**. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

4.4 The Contract Monitor shall monitor disbursements on a (*monthly or at least quarterly)* 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 unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

4.5 Taxes: 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 Contracting Party's obligation and identified under Federal tax identification number (ULL 72-6000820).

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, 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 Contracting Party in default and the agreement shall terminate on the date specified in such notice. 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 Contracting Party. Upon receipt of notice, 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. 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 Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at 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 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 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 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 provider 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.

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 Contracting Party which relate to this agreement.

10.2 Contractor 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 final payment under the prime contract and any subcontract entered into under this 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.

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.

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ARTICLE XIII
TERM OF CONTRACT

13.1 This agreement shall begin as of **December 1, 2008**; the Contractor's services hereunder and this project shall be completed by **December 31, 2009**; and this contract shall terminate on **February 1, 2010**, unless amended in writing and approved by all parties, including the Division of Administration, Office of Contractual Review. Any amendment to extend the date to complete the project must be fully executed by June 30, 2009.

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 race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XV.
AGREEMENT APPROVAL

This agreement shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Division of Administration, Office of Contractual Review.

ARTICLE XVI.
CHOICE OF LAW

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

ARTICLE XVII.
ENTIRE AGREEMENT

This agreement, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 14 day, of ~~April~~ MAY, 2009

WITNESSES:

Kathy Blankenship

Jayne Dowden

Skip Smart, LED Contract Monitor

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

Steven Grissom
Deputy Sec.

THUS DONE AND SIGNED AT Lafayette, Louisiana on the 8th day, of ~~April,~~ May 2009.

WITNESSES:

Sherry D. Young

L. Julie Leday

APPROVED
Office of the Governor
Office of Contractual Review

MAY 29 2009

Sandra G. Gillen
for Susan H. Smith
DIRECTOR

UNIVERSITY OF LOUISIANA AT LAFAYETTE

(Signature of Authorized Person)

E. Joseph Savoie, President

"ATTACHMENT A" PLAN	NAME OF CONTRACTING PARTY: University of Louisiana at Lafayette School of Architecture and Design's Building Institute
	NAME AND BRIEF NARRATIVE OF PROGRAM: An Architectural Site Analysis and Land Use Proposal Regarding Hurricane Protection And An Eco-Tourism Park On The Gulf Coast Between Freshwater Bayou And Southwest Pass

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

1. Program Goal *(Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)*
The goal of this project is to communicate: 1.) the unique natural beauty of the Vermilion Parish Gulf coast, 2.) the great potential it has for eco-tourism, 3.) the vital role it plays in hurricane protection.

2. Program Objective(s) *(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results).*
The program objectives are to 1.) conduct a site analysis and, 2.) create a schematic land use proposal.

3. Relevant Activity (Activities) *(An activity is a distinct subset of functions or services within a program.)*
The site analysis will be comprised of 1.) photo imagery from several on-site field excursions that will be linked to specific mapped points on the site. The site analysis will help to serve as a "virtual tour" of the site, 2.) an overlay of existing and proposed wetland conservation and hurricane protection measures that are under the guidance of the Department of Natural Resourses and the Army Corps of Engineers and relative to the site, 3.) a schematic land use proposal for the site that combines a.) wetland conservation and hurricane protection measures, b.) an eco-tourism park, and c.) other economic development strategies for the site that may be compatible.

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.)*
The photographs from the site analysis will be published in a book format. Theses photographs will be keyed to geographic positions on maps in the book, and coordinated with wetland conservation and hurricane protection measures that are relative to this site. The schematic land use proposal will be in presentation board format. The result of these measures will communicate 1.) the value of the site to the state and region regarding coastal restoration, hurricane protection, history, and tourism, 2.) the potential the site has for increasing hurricane protection, eco-tourism, and other alternative economic development in the region.

"ATTACHMENT B"
Page 1

Project Budget (2008-09)

Name of Contractor

Anticipated Income or Revenue

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

Anticipated Expenses

Expense Categories	Total Amount	Amount of Line Item Appropriation
Salaries	**$ 3,791.00**	$ 3,791.00
Related Benefits	$ 1,149.00	$ 1,149.00
Travel	$ 998.00	$ 998.00
Operating Services	$	$
Printing	$ 2,887.00	$ 2,887.00
Other/University Overhead (25%)	**$ 2,850**.00	**$ 2,850**.00
Supplies (see following page for itemized list)	$ 2,575.00	$ 2,575.00
Total Use of the Appropriation	**$14,250.00**	**$14,250.00**

(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 shall be detailed using pages 2 and 3 of Attachment B).

ATTACHMENT B
Page 2
STAFFING
CHART

Name of
Organization: University of Louisiana at Lafayette, School of Architectrue and Design's Building Institute

Name of
Program: An Architectural Study Regarding Hurricane Protection And An Eco-Tourism Park On The Gulf Coast Between Freshwater Bayou And Southwest Pass

Name	Title	Total Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
Onézieme Mouton	Assistant Prof.	$52,647.46	$3,791.00	7.2%	$1,149.00	0.653 months

ATTACHMENT B
Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Name of Organization:_____

Name of Program:_____

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
None			

"ATTACHMENT C"

Progress Report

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

*Organization:*_____

*Contact Name:*_____

*Telephone:( )*_____ *Fax:( )*_____

Goal:	% Complete
Objective(s):	
Activity(Activities) Performed:	
Performance Measure(s):	

"ATTACHMENT D"

Cost Report for the Period of _____

Expense Category	Approved Total Amount	(Quarterly) Expenditures (Monthly)*	Total Cumulative Year to Date Expenditures	Balance Remaining
Salaries	$3,791			
Related Benefits	$1,149			
Travel	$998			
Operating Services				
Advertising				
Printing	$2,887			
Maintenance of Equipment				
Maintenance of Office				
Rentals				
Dues/Subscriptions				
Telephones				
Postage				
Utilities				
Other				
Office Supplies	$2,575			
Professional Services				
Other Charges	$2,850			
Acquisitions & Major Repairs				
TOTAL	$14,250			

(Expense categories must reflect budget categories listed in "Attachment B" budget.)

** Should reflect contract payment terms, either quarterly or monthly.*

"ATTACHMENT E"
Disclosure and Certification Statement

Contractor's Name: Onézieme Mouton for University of Louisiana at Lafayette, School of Architecture and Design's Building Institute

Contractor's Mailing Address:
Onézieme Mouton, Assistant Professor
University of Louisiana at Lafayette
School of Architecture + Design
421 E. Lewis St.
Lafayette, LA 70503

Organization Type: State University
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:
E. Joseph Savoie, President
University of Louisiana at Lafayette
104 University Circle, Martin Hall
Lafayette, LA 70503

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:
Onézieme Mouton
Assistant Professor
University of Louisiana at Lafayette
School of Architecture + Design
421 E. Lewis St.
Lafayette, LA 70503

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, the position held within the organization. Identify the official and the public position held.

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

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

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

E. Joseph Savoie, President
(Name and Title of Contractor)

(Authorized Signature of Contractor)