

STATE OF LOUISIANA
LETTER OF AGREEMENT

THIS AGREEMENT, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and the **Parish of Lafourche** officially domiciled at **402 Green Street, Thibodaux, Louisiana** hereinafter referred to as the “Grantee”.

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature, created the “Hurricane Ida Recovery Fund” and authorized and directed the state treasurer to transfer thirty-three million dollars from the State General Fund (Direct) to the Fund;
- 1.2 WHEREAS, Act 167 of the 2022 Regular Session of the Louisiana Legislature provides for an expenditure of State funds for the benefit of political subdivisions including school boards, that suffered property loss or damage caused by Hurricane Ida. The sum of **NINE MILLION, SIX HUNDRED AND SEVENTY-TWO THOUSAND, ONE HUNDRED NINETY FIVE & NO/100 (\$9,672,195) DOLLARS** has been allocated to **Lafourche Parish** on behalf of the parish’s eligible entities (hereinafter referred to as Recipient(s)) and attached as **Attachment A and A-1**;
- 1.3 WHEREAS, the Grantee does hereby affirm and certify that the award made to it shall be used in accordance with the program rules approved by the Joint Legislative Committee on the Budget on January 20, 2023 and attached as **Attachment B**;
- 1.4 WHEREAS, the Grantee does hereby certify that the award made to it does not in any way duplicate any prior federal or state disaster funds received through any law or program, or insurance proceeds for the purposes described herein.

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

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Grantee and Recipient shall expend all funds in accordance with Act 167 of the 2022 Regular Louisiana Legislative Session.
- 2.2 The Grantee will provide to the State written **Progress Reports (Attachment C)** outlining the Grantee’s or Recipient’s services and performance consistent with the provisions and objectives of this Agreement. **Cost Reports (Attachments D and D-1)** will provide detailed cost information outlining the use of the above referenced appropriated funds. Progress reports and cost reports are required for Grantee disbursement and Recipient level expenditures and activities. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Grantee and Recipient, and shall be subject to audit, as hereinafter stated. These reports shall be due and delivered to the Agency on or before April 3, 2023 and on June 30, 2023, there being no exceptions or waivers of the June 30, 2023 reporting due date.
- 2.3 The Grantee and Recipient assures that elected and/or appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III
AGREEMENT MONITOR

3.1 The Grant Monitor for this Agreement is Rachel Kincaid, Deputy Treasurer, Administrative Division of the Department of the Treasury who can be contacted by phone 225-342-0021 or email rkincaid@treasury.la.gov.

3.2 Monitoring Plan: During the term of this Agreement, the Grantee or Recipient shall discuss with the State's Grant Monitor the progress and results of the project, any deficiencies noted, and other matters relating to the project. The Grant Monitor shall review and analyze the Grantee's or Recipient's Progress and Cost Reports to ensure the Grantee and Recipient is in compliance with the requirements of the Agreement; and shall

1. Contact the Grantee or Recipient to secure any missing deliverables.
2. Maintain telephone and/or e-mail contact with the Grantee and/or Recipient on Agreement activity and, if necessary, make visits to the Grantee's or Recipient's site in order to review the progress and completion of the Grantee's or Recipient's project to assure that performance goals are being achieved, and to verify information when needed.
3. Assure that expenditures in **Attachment D and D-1 Cost Report(s)** are in compliance with the Act 167 of the 2022 Regular Session of the Louisiana Legislature.

Between required performance reporting dates, the Grantee and/or Recipient shall inform the Department of Treasury of any problems, delays or adverse conditions, which will materially affect the ability to expend all grant funds before June 30, 2023.

ARTICLE IV
PAYMENT TERMS

4.1 All grant funds will be issued by written check or electronic funds transfer. In the event of a written check, grant funds will be issued in the name of the Grantee by designation of the parish as payee and mailed to the physical address provided in the letter of agreement.

4.2 Payments by the State under this Agreement will only be allowed for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, unless extended by Act of the Louisiana Legislature providing such extension.

4.3 The Grant Monitor shall monitor progress on a monthly basis. If the Agency determines that the Grantee and/or Recipient has failed to use the funds within the estimated duration of the project or failed to reasonably comply with the program rules, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. If the Grantee or Recipient defaults on the agreement, breaches the terms of the agreement, and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.4 Taxes: The Grantee or Recipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Grantee's obligation and identified under Federal tax identification number [REDACTED].

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Grantee or Recipient to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Grantee or Recipient written notice specifying the Grantee's or Recipients failure. If within forty-five (45) days after receipt of such notice, the Grantee or Recipient has not either corrected such failure or, in the case which cannot be corrected in thirty (45) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its

option, place the Grantee or Recipient in default and the Agreement shall terminate on the date specified in such notice.

ARTICLE VI
OWNERSHIP

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

ARTICLE VII
ASSIGNMENT

7.1 The Grantee or Recipient shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Grantee or Recipient 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 VIII
AUDITOR'S CLAUSE

8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Grantee or Recipient, which relate to this Agreement.

8.2 The Grantee and any Recipient and contractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the expiration of the agreement.

ARTICLE IX
AMENDMENTS IN WRITING

9.1 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 Treasurer. This agreement may not be amended after the expiration date.

ARTICLE X
TERM OF AGREEMENT

10.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023, unless extended by Act of the Louisiana Legislature providing such extension. Every effort should be made to incur approved expenses by June 30, 2023.

ARTICLE XI
DISCRIMINATION CLAUSE

11.1 The Grantee, Recipient, contractors or subcontractors hired to do work pursuant to this Agreement agree 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 further agree to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting

Party and any contractors or subcontractors agree not to discriminate in its employment practices, and will render services under this agreement without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Grantee, its contractors or subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

ARTICLE XII
CERTIFICATION BY RECEIPIENT AND CONTRACTORS

12.1 The Grantee shall obtain from Recipient and contractors certifications contained in **Attachment E and E-1** which shall acknowledge the terms and obligations of this agreement and binding themselves to performance therein.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ___ day of _____, 20___

WITNESSES:

**DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA**

Agency Head or designee

Print Name and Title

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

WITNESSES:

Grantee

Authorized Person

Print Name and Title

THUS DONE AND SIGNED AT THIBODAUX, Louisiana on the 14 day, of MARCH, 2023

WITNESSES:

Recipient

Rebecca Bourgeois

[Signature]

Authorized Person

[Signature]

KEVIN R. CLEMENT

Print Name and Title

MAYOR

ATTACHMENT A – Award Summary

Grantee/Parish	Amount
Lafourche	\$9,672,195

Parish	Subrecipient	Projects	Total Damage	Estimated FEMA Payments	Grant Award	Award Tier Category
Lafourche	Lafourche Parish (057-99057-00)	71	\$ 128,687,276.01	\$ 116,705,248.70	\$2,043,711	Tier 1 - Over \$100 M
Lafourche	Lafourche Parish School Board (057-04752-00)	61	\$ 125,618,449.16	\$ 116,543,688.31	\$2,043,711	Tier 1 - Over \$100 M
Lafourche	Lafourche Parish Hospital Service District #1 (057-UTYQC-00)	25	\$ 96,858,006.12	\$ 87,583,400.58	\$1,000,000	Tier 2 - Over \$3 M
Lafourche	Greater Lafourche Port Commission (057-UPFLP-00)	31	\$ 22,468,909.65	\$ 20,222,018.71	\$1,000,000	Tier 2 - Over \$3 M
Lafourche	Lafourche Parish Sheriff's Office (057-07851-00)	31	\$ 8,902,686.07	\$ 8,234,814.91	\$1,000,000	Tier 2 - Over \$3 M
Lafourche	Thibodaux, City of (057-75425-00)	24	\$ 6,430,789.36	\$ 6,136,280.41	\$1,000,000	Tier 2 - Over \$3 M
Lafourche	Bayou Lafourche Fresh Water District (057-UORDW-00)	7	\$ 5,634,432.93	\$ 5,175,808.15	\$1,000,000	Tier 2 - Over \$3 M
Lafourche	Golden Meadow, Town of (057-29640-00)	17	\$ 2,315,672.30	\$ 2,110,265.29	\$205,407	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Fire District #3 (057-U5ER5-00)	20	\$ 2,270,785.93	\$ 2,043,707.35	\$227,079	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Water District #1 (057-URK80-00)	15	\$ 1,003,820.70	\$ 948,518.43	\$55,302	Tier 3 - Under \$3 M
Lafourche	Lockport, Town of (057-44900-00)	11	\$ 806,551.15	\$ 726,984.29	\$79,567	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Fire Protection District #2 (057-U2V8C-00)	5	\$ 414,339.05	\$ 413,555.75	\$783	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Juvenile Justice Facility (057-US3EJ-00)	8	\$ 115,916.94	\$ 109,029.68	\$6,887	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Communications District (057-UZWTO-00)	2	\$ 85,884.33	\$ 82,616.05	\$3,268	Tier 3 - Under \$3 M
Lafourche	Lafourche Parish Fire Protection District #9 (057-UK2J3-00)	2	\$ 64,803.00	\$ 58,322.70	\$6,480	Tier 3 - Under \$3 M
Total					\$9,672,195	

**State of Louisiana
Letter of Agreement**

Attachment A-1 (To be completed by Grantee if awards differ from Attachment A)

The Eligible Parish can provide Grant Award assistance to an Eligible Entity (Subrecipients or Political Subdivisions) which is defined as a political subdivision, including school boards and special districts, as defined by the Louisiana State Constitution, Article 6, Section 44,

The Department of Treasury provided a detailed list of the Eligible Entities (Subrecipients or Political Subdivisions) and the Grant Awards (per Subrecipient) within the Eligible Parish approved by the Joint Legislative Committee of The Budget (JLCB) on Friday, January 20, 2023. JLCB approved the Grant Award payments to the Eligible Entities (Subrecipients or Political Subdivisions) and intends the Grant Award to be spent in that manner.

If the Eligible Parish issues Grant Awards that differ from Attachment A – Award Summary in the Letter of Agreement, The Grantee must complete Attachment A-1 from the Letter of Agreement.

The Eligible Parish should consult with the Grant Administration Team on any deviations from the Attachment A – Award Summary prior to Grant Fund expenditures to confirm compliance with Act 167 and all applicable Federal and State disaster requirements.

Eligible Parish

Eligible Entity (Subrecipient or Political Subdivision)	Original Grant Award	Adjusted Grant Award	Increase / (Decrease) Grant Award
Contributing Political Subdivision A	\$0.00	\$0.00	\$0.00
Receiving Political Subdivision B	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

All impacted entities should review and approve (via signature) the proposed Grant Award Allocation adjustment.

Eligible Parish

Name: _____ Signature: _____ Date: _____

Contributing Political Subdivision

Name: _____ Signature: _____ Date: _____

Receiving Political Subdivision

Name: _____ Signature: _____ Date: _____

State Representative

Name: _____ Signature: _____ Date: _____

ATTACHMENT B

Hurricane Ida Recovery Fund Program Rules

Act 167 of the 2022 Regular Legislative Session established the Hurricane Ida Recovery Fund to make full or partial payments to political subdivisions, including school boards, that suffered property loss or damage caused by Hurricane Ida and were not fully compensated for the loss by insurance or other federal or state disaster resources. Act 199 of the 2022 Regular Session appropriated \$33 Million from the fund to be allocated to political subdivisions for the cost of repair or replacement of damaged property.

Definitions

Authorized Chief Executive means the authorized representative to request, on behalf of an eligible parish, payments from the State of Louisiana from the allocation of funds to the Hurricane Ida Recovery Fund.

Eligible Entity means a political subdivision, including school boards and special districts, as defined by the Louisiana State Constitution, Article 6, Section 44.

Eligible Parish means the parishes of Lafourche, St. Charles, Terrebonne, and Jefferson Parish outside of the levee district.

FEMA means the Federal Emergency Management Agency.

Grant means an award to an eligible parish/entity from the Hurricane Ida Recovery Fund.

Grant Portal means the on-line system used by FEMA to process public assistance projects.

Hurricane Ida means the August 2021, Category 4 hurricane affecting southeastern Louisiana.

Grant Awards

To receive an award, eligible parishes will complete a letter of agreement with the Louisiana Department of Treasury.

Grant awards will be based on property damage submitted to FEMA by eligible entities and housed in FEMA's Grant Portal as of January 18, 2023.

Eligible parishes will receive a distribution using the following methodology:

Total Estimated Damage to Eligible Entities	Award
Less than \$3 M	Up to 10% of estimated damages
Greater than \$3 M	\$1M
Greater than \$100 M	\$2,043,711

Distribution Summary by Parish		
Parish	Total Estimated Damage (as of 1-18-23)	Award
Jefferson	\$131,745,777	\$6,191,985
Lafourche	\$401,678,323	\$9,672,195
St. Charles	\$84,438,761	\$4,028,308

Terrebonne	\$507,364,505	\$12,117,511
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Each eligible parish will receive a grant award summary for each eligible entity within that parish.

Grant funds may be used for the cost of repair or replacement of property damaged by Hurricane Ida. Grant funds must be expended before June 30, 2023, unless extended by an Act of the Legislature.

No later than June 30, 2023, grantees will submit a report outlining the expenditure of funds including a narrative of repairs which were completed. Adequate supporting documentation (including copies of invoices, checks, and other appropriate records reflecting expenses incurred) should be attached to the report.

All grant funds will be issued by written check or electronic funds transfer as requested by the Authorized Chief Executive of each eligible parish. In the event of a written check, grant funds will be issued in the name of the eligible parish and mailed to the physical address provided in the letter of agreement.

Each grantee will ensure grant funds received do not duplicate federal or state disaster funds received through any law or program, or insurance proceeds.

**State of Louisiana
Letter of Agreement
Attachment C**

Progress Report for the Period of _____ to _____
Act 167 of 2022 Regular Legislative Session
(To be submitted for each Grantee and Recipient. Duplicate pages as needed.)

Name of Grantee and/or Recipient: _____
 Contact Name: _____
 Telephone: _____
 Fax: _____

Anticipated Income or Revenue/please include insurance proceeds, and Federal disaster grants and loans of any nature relative to this project:

Sources: <i>(list all sources of revenue)</i>	Amounts
1) _____	\$
2) _____	\$
3) _____	\$
4) _____	\$
5) _____	\$
Total - All Sources	\$ -

Project Name:	<i>[Insert Project Name Here]</i>	
Description of Damaged Property(ies):	<i>[Insert Description Here]</i>	
Description of Repair(s) Made:	<i>[Insert Description Here]</i>	
Cost of Repairs/Amounts Expended:	Item(s):	Amount:
	<i>[List Items Here]</i>	<i>[List Amounts Here]</i>
	1. _____	1. \$ _____
	2. _____	2. \$ _____
	3. _____	3. \$ _____

Certification

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

Signature of Authorized Person

Printed Name

Title

Date

**State of Louisiana
Letter of Agreement
Attachment D**

Cost Report for the Period of _____ to _____
Act 167 of 2022 Regular Legislative Session

(To be submitted for each Grantee and Recipient. Duplicate pages as needed.)

Name of Grantee and/or Recipient: _____

Name of Program: _____

Hurricane Ida Grant Recovery Program

Expense Category	Amount of Appropriation from Attachment A or A-1	Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Operating Services:				
Advertising	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Maintenance of Equipment	\$ -	\$ -	\$ -	\$ -
Maintenance of Office and Grounds	\$ -	\$ -	\$ -	\$ -
Rentals	\$ -	\$ -	\$ -	\$ -
Software Licensing	\$ -	\$ -	\$ -	\$ -
Dues and Subscriptions	\$ -	\$ -	\$ -	\$ -
Telephones and Internet Service	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -
Other Charges	\$ -	\$ -	\$ -	\$ -
Acquisitions & Major Repairs	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

***Note: Include a copy of the check and invoice/receipt for each expense submitted with this report.**

Certification

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

Signature of Authorized Person

Printed Name

Title

Date

**State of Louisiana
Letter of Agreement
Attachment D-1**

Cost Report for the Period of _____ to _____
Act 167 of 2022 Regular Legislative Session
(To be submitted for each Grantee and Recipient. Duplicate pages as needed.)

Name of Contracting Party: _____
 Name of Program: Hurricane Ida Grant Recovery Program

***Instructions:** List each individual firm or contractor paid from this grant.

Name of Sub-contractor	Amount of Appropriation from Attachment A or A-1	Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Professional Services:	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

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

Certification

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

Signature of Authorized Person

Printed Name

Title

Date

ATTACHMENT E

(To be completed by each Grantee and Recipient. Duplicate pages as needed.)

Disclosure and Certification Statement

Act 167 of 2022 Regular Legislative Session

Grantee Name:

Grantee's Mailing Address:

Name of Program: Hurricane Ida Recovery Grant Program

Organization Type:

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

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

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.
- I hereby certify that the appropriation made to the Grantee/Recipient does not in any way duplicate any prior federal disaster funds received through any Federal Law or program or insurance proceeds received for the purpose described herein.
- I hereby certify that the funds received will be used in accordance with Act 167 of the 2022 Regular Session of the Louisiana Legislature.
- I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E-1

(To be completed by contractors of Grantee's and Recipient's. Duplicate pages as needed.)

Disclosure and Certification Statement

Act 167 of 2022 Regular Legislative Session

Contracting Party Name:

Name of Program: Hurricane Ida Recovery Grant Program

Sub-Contractor's Name:

Sub-Contractor's Mailing Address:

Organization:

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:

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

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

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

Signature of Subcontractor (*Authorized person*)

Print Name and Title

Date

January 26, 2023