

**AGENDA**  
**SPECIAL CITY COUNCIL MEETING**  
**MONDAY, JUNE 22, 2020 AT 5:00 P.M.**

THERE WILL BE A SPECIAL MEETING OF THE SULPHUR CITY COUNCIL,  
**MONDAY, JUNE 22, 2020 AT 5:00 P.M.** IN THE COUNCIL CHAMBERS  
LOCATED AT 500 NORTH HUNTINGTON, SULPHUR, LOUISIANA TO ADOPT  
THE FOLLOWING:

CALL TO ORDER  
INVOCATION  
PLEDGE OF ALLEGIANCE  
ROLL CALL

1. PUBLIC HEARING on ordinance amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2020. ORD 40-20 (Mayor Danahay)
2. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the Federally Funded Public Assistance Funding Agreement to help aid local governments for costs of repairs and supplies for COVID-19. ORD41-20 (Mayor Danahay)

**ADJOURNMENT**

\*\*\*The next regular City Council meeting will be held on Monday, July 13, 2020 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, Louisiana.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 527-4500, describing the assistance that is necessary.

ORDINANCE NO.     , M-C SERIES

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020.

BE IT ORDAINED by the City of Sulphur, Louisiana, through its governing body, the City Council of the City of Sulphur, Louisiana, as follows:

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana, for the fiscal year ending June 30, 2020, heretofore adopted by the City Council, be and the same is hereby amended and re-adopted in accordance with “Exhibit A” attached hereto and made a part hereof.

SECTION 2. All ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon approval by the Mayor.

APPROVED AND ADOPTED by the  
City Council of the City of Sulphur,  
Louisiana, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., the foregoing Ordinance which has been approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk



## **INSTRUCTIONS TO EXECUTE THE FEDERALLY FUNDED PUBLIC ASSISTANCE (PA) FUNDING AGREEMENT**

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure, which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). You are now eligible to receive PA funding from FEMA through the pass through entity for the State of Louisiana, the Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as recipient or GOHSEP), and must execute this agreement to prior to receiving any funding.

### **INSTRUCTIONS**

1. The attached documentation evidences a sub-grant relationship with GOHSEP and consists of a PA FUNDING AGREEMENT ("AGREEMENT") with four (4) Attachments (A-C).
2. Once all required information has been entered into the AGREEMENT and Attachments, print the entire document including all pages of the Agreement and Attachments.
3. The last page of the AGREEMENT document, and Attachments C-1 and C-2, as applicable, require the signature of the Chief Elected/Appointed Official or the Chief Executive Officer as well as the date of signature, and the signature of a witness.
4. Upon completion, the AGREEMENT together with all Attachments, must be sent to GOHSEP by either of the following methods:

Uploading to LouisianaPA.com (Preferred Method) ; OR

Via e-mail to [MOU.Help@la.gov](mailto:MOU.Help@la.gov); OR,

Mail the completed documents and Exhibits to:

ATTN: MOU Processing  
Governor's Office of Homeland Security and Emergency Preparedness  
7667 Independence Blvd  
Baton Rouge, Louisiana 708026

Should you need assistance in completing the AGREEMENT, please contact GOHSEP Legal via email at [gohseplegal@la.gov](mailto:gohseplegal@la.gov) or at [MOU.help@la.gov](mailto:MOU.help@la.gov)

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.



## EXECUTION OF THE AGREEMENT

### **AUTHORIZED AGENT**

In order to receive funding from GOHSEP it is now necessary for you, as the Subrecipient, to enter into the attached Agreement with GOHSEP. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subrecipient.

(NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by GOHSEP.)

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the Sheriff;
- j. **State Agencies:** the Secretary or Appointing Authority of the Agency;
- k. All other Subrecipients: the chief executive officer of the entity.

A fully executed copy of this Agreement can be viewed through LouisianaPA.com by anyone authorized by the Subrecipient to access the system.

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# LOUISIANA COVID-19 DISASTER DECLARATION

(FEMA-DR- 4484 -LA)

## Federally Funded Public Assistance State Agreement

CFDA 97.036

THIS AGREEMENT is entered into by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness, whose domicile is in Baton Rouge, East Baton Rouge Parish, Louisiana,

and:

\_\_\_\_\_  
City Of Sulphur

(hereinafter referred to as the "Subrecipient").

WHEREAS, On March 24, 2020, the president issued a declaration designated FEMA-DR- 4484 -LA for the State of Louisiana as a result of Louisiana COVID-19; and

WHEREAS, The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in the listed parishes.

**All Parishes Declared.**

WHEREAS, The FEMA-State Agreement executed between the State of Louisiana and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subrecipients; and

WHEREAS,

The Subrecipient is located in the declared parishes area; and

THEREFORE, the Recipient and the Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

### 1) DEFINITIONS.

a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

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i. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in LouisianaPA.com on the main Disaster Summary Page under “documents”), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA.

ii. **FEMA - State Agreement:** is the agreement executed and amended from time to time, between the FEMA and the State of Louisiana, for a presidential major disaster declaration designated FEMA-DR-4484-LA.

iii. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is \$131,100 or greater, it is a Large Project.

iv. **P.2. package:** An adjustment letter will be the formal notification used for all versions of a Project Worksheet with a change in the version obligation.

v. **Project Worksheet (Sub-grant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.

## **2) AGREEMENT TO BE BOUND.**

a. The parties enter into this Agreement intending to be bound by same.

b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachments “C-1” and “C-2” and incorporated herein by reference.

c. The Subrecipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the pass through entity and fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

## **3) FUNDING.**

a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs. The non-federal share is the remaining amount.

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- b. Subject to an advance payment of funds, where applicable, by the Recipient to the Subrecipient, the Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Subrecipient Project Worksheets.
- c. The approved Project Worksheets will be provided to the Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.
- d. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. These actions will be denoted in the final version of the obligated project worksheet for each project.
- e. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.
- f. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient.
- g. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient.

#### **4) INSURANCE.**

- a. The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if PA funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).
- b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000.

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c. In addition to the preceding requirements, the Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for PA funding in future disasters pursuant to §311 of the Stafford Act. Such coverage must, at a minimum, be in the amount of the eligible project costs. Furthermore, the Stafford Act requires a Subrecipient to purchase and maintain insurance, where that insurance is “reasonably available, adequate or necessary to protect against future loss” to an insurable facility as a condition for receiving disaster assistance funding. If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster. If the State Insurance Commissioner certifies that the type and extent of insurance is not “reasonably available, adequate or necessary to protect against future loss” to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

d. The Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §206.252-253.

e. The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets, and of any entitlement to compensation or indemnification from such insurance. This notification can be made

VIA EMAIL:

[lapainsurance@la.gov](mailto:lapainsurance@la.gov)

OR

VIA MAIL:

Governor’s Office of Homeland Security & Emergency Preparedness

Attn: Technical Services- Insurance

7667 Independence Blvd

Baton Rouge, LA 70806

f. The Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all insurance policies, declarations pages, insuring agreements, conditions/exclusions, settlements, copies of checks, statements of loss, statements of values, adjuster’s estimates, denial letters (if applicable), and any other relevant supporting documentation.

g. The Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

## **5) DUPLICATION OF BENEFITS PROHIBITED.**

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- a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subrecipient has received payment from the Recipient.
- c. The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.
- d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

#### **6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.**

- a. The Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. The Subrecipient must ensure that eligible work complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- c. The Subrecipient, if appropriate for the project, should engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

#### **7) DOCUMENTATION AND INSPECTIONS.**

- a. The Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Recipient determines the Subrecipient has failed to create and maintain such documentation, the Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subrecipient must, within sixty (60) days of receipt of Notice by the Recipient, reimburse the Recipient for all payments disbursed to the Subrecipient, together with any and all accrued interest.
  - i. Failure of the Recipient to terminate funding when a Subrecipient's breach is discovered does not act as a waiver of the Recipient's right to enforce this provision

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later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

b. For all projects, the Subrecipient must certify that all work was performed in accordance with this PA Funding Agreement and the requirements in each Project Worksheet, and must be able to provide the date of completion.

c. For Large Projects the Subrecipient must submit a Request for Closeout on LouisianaPA.com, and include a final accounting and support for all costs claimed.

d. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient may conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Work determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

e. At the Recipient's discretion, interim inspections may be requested by the Subrecipient, on both small and large projects.

## **8) PROJECT DOCUMENTATION REQUIREMENTS**

The Subrecipient understands that payment is dependent upon satisfactory adherence to the governing federal and state documentation requirements specified in this agreement and hereby agrees to submit the following documentation for all large projects (greater than \$131,100.00), as applicable:

Force Account Labor (FAL) Summary Record Form (FF 90-123):

1. Applicant Benefits Calculations Worksheet (FF 90-128); and
2. Pre-disaster overtime policy

Force Account Equipment (FAE) Summary Record Form (FF 90-127):

1. Total equipment hours for each piece of equipment utilized not exceeding total hours charged for equipment operator's time;
2. Evidence that FEMA's approved equipment rates or rates less than FEMA's rates were used.

Materials Summary Record Form (FF90-124):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased (e.g. serial numbers, or other identifying information), costs, dates, vendors, and invoice/receipt numbers; and
2. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of request for proposals (RFPs), responses to RFPs, price quotes, and bid tabulations. If a competitive procurement

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process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs. (This is not required for micro purchases (<\$10,000) or for purchases of commercial products readily available to the public that do not exceed \$30,000).

Rented Equipment Summary Record Form (FF 90-125):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased/rented (e.g. serial numbers, or other identifying information, costs, dates, vendors, and invoice/receipts numbers);
2. Copies of all rental agreements/contracts; and
3. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of requests for proposals (RFPs), responses to RFPs, price, quotes and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

Contract Work Summary Record Form (FF 90-126):

1. Copies of contracts, requests for proposals (RFPs), requests for qualifications (RFQs) , responses to RFPs/RFQs, scoring sheets, price quotes, bid tabulations and bid performance and payment bonds (when required). If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.
2. Copies of itemized invoices and/or receipts in sufficient detail to evidence items claimed, worked performed, costs incurred, and vendor descriptions.

Direct Administrative Costs (DAC) Summary Record form to include:

1. Employee timesheets that log employee time by eligible DAC tasks by PW in accordance with FEMA's prescribed PA program Indirect and Direct Administrative Activity List;
2. Contractor timesheets that log contractor time by eligible DAC task by PW in accordance with FEMA's prescribed PA Program Indirect and Direct Administrative Activity List;
3. Task descriptions sufficient to identify the specific tasks and their related costs so that they can be tracked, accounted for, and charged directly to a specific project. The descriptions should be specific enough to discern the skill level of each person performing the activities, the suitability of that skill

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level to the activity in question, and the level of effort required to complete the activity.

- a. The Subrecipient must submit a request Large Project closeout in LouisianaPA.com no later than One Hundred-Twenty (120) days after the project's completion.
- b. The Recipient will use its authority to submit a request for project closeout if the Subrecipient has identified the project as complete but has failed to submit the request for closeout or provide support for their final claim.

## **9) PAYMENT**

a. The Recipient agrees to disburse the eligible costs to the Subrecipient in accordance with the following procedures:

i. **Funding for Small Projects:** Small project funding will be based on estimated costs if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. A request to increase costs on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that the scope of work was completed and that all combined funds were expended.

The Recipient agrees to disburse the federal share of the eligible costs for Small Projects to the Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.

ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs. When all work associated with the project is complete, the applicant should submit their final claim. The State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

The Recipient agrees to reimburse the Subrecipient for the federal share of the eligible costs for Large Projects as soon as practicable after execution of this Agreement, formal notification by FEMA of its approval of the pertinent Large Project Worksheet, and submission of a Reimbursement Request Form (RRF) by the Subrecipient. The submission from the Subrecipient requesting this reimbursement must include:

Force Account Labor (FAL):

- A. Accurately completed FAL Summary Records;
- B. Applicant Benefits Calculations Worksheet; and
- C. Pre-disaster overtime policy.

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Force Account Equipment (FAE):

- A. Accurately completed FAE Summary Records (Total equipment hours for each piece of equipment utilized shall not exceed total hours charged for equipment operator's time);
- B. Evidence that equipment rates in existence prior to the disaster were used if such rates are lower than FEMA approved rates or FEMA approved rates if pre-disaster rates are higher than FEMA rates.

Materials:

- A. Accurately completed Material Summary Records;
- B. Itemized invoices and/or receipts for all items including, but not limited to, clear descriptions of items purchased (e.g. serial numbers, or other identifying information), costs, dates, vendors and invoice/receipt numbers; and
- C. Documentation indicating that either state or federal procurement regulations (whichever are applicable) were followed, to include copies of RFPs, responses to RFPs, price quotes, and bid tabulations. If the regulations were not followed, a legally acceptable explanation of why they were not followed.

Rental Equipment:

- A. Accurately completed Rental Equipment Summary Records;
- B. Itemized invoices and receipts for all items including, but not limited to, clear descriptions of items purchased/rented (e.g. serial numbers, or other identifying information, costs, dates, vendors and invoice/receipt numbers );
- C. Copies of all rental agreements/contracts; and
- D. Documentation indicating that either state or federal procurement regulations (whichever are applicable) were followed, to include copies of RFPs, responses to RFPs, price quotes, and bid tabulations. If the regulations were not followed, a legally acceptable explanation of why they were not followed.

Contract Work:

- A. Accurately completed Contract Work Summary Records;
- B. Copies of all agreements/contracts;
- C. Itemized invoices and receipts for all items including, but not limited to, clear descriptions of items purchased/rented (e.g. serial numbers, or other identifying information, costs, dates, vendors and invoice/receipt numbers; and
- D. Documentation indicating that either state or federal procurement regulations (whichever are applicable) were followed, to include copies of RFPs, responses to RFPs, price quotes, and bid tabulations. If the regulations were not followed, a legally acceptable explanation of why they were not followed.

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In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

#### **FINAL PAYMENT.**

a. The Recipient agrees to disburse the final payment to the Subrecipient upon satisfaction of the following conditions:

i. the Subrecipient must have completed the project in accordance with the terms of the grant;

ii. the Subrecipient must have submitted the documentation required by this Agreement;

iii. in the case of Large Projects, the Recipient must have performed the final inspection when applicable;

iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Recipient, or alternatively, the Recipient must have performed a final inspection

v. the Subrecipient must have requested final reimbursement.

b. The Recipient may submit the final RRF based on final inspections and closeout versions.

#### **10) RECORDS MAINTENANCE.**

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R. §13, as amended.

b. The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report to the pass-through entity. The only exceptions are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

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(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.

(v) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

c. All records, reports, documents and other material delivered or transmitted to GOHSEP by the Subrecipient shall remain the property of GOHSEP. All records, reports, documents, or other material related to this Agreement and/or obtained, prepared, and maintained by the Subrecipient in connection with the performance of the services contracted for herein shall be the property of the Sub-recipient. The Subrecipient shall maintain and provide FEMA, GOHSEP, or any other Federal or State agency access to original documentation throughout the life of the PW and must retain for a minimum period of three years after receiving written notification from GOHSEP of disaster closeout (as defined by 2 CFR §§200.333-337).

d. The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Recipient, the State of Louisiana, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

## **11) REPAYMENT BY SUBRECIPIENT.**

a. If upon final inspection, final audit, or other review by the Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subrecipient under this Agreement exceed the eligible costs, the Subrecipient must reimburse to the Recipient the amount by which the total disbursements exceed the eligible costs no later than sixty (60) days from the date the Subrecipient receives notice of such determination.

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b. All refunds or repayments owing to the Recipient under this Agreement are to be made payable to the order of Governor's Office of Homeland Security & Emergency Preparedness and mailed directly to:

Governor's Office of Homeland Security & Emergency Preparedness  
Attn: Accounts Receivable  
7667 Independence Blvd.  
Baton Rouge, LA 70806

Upon notification by GOHSEP, Subrecipient agrees that funds it receives through the FEMA PA program which FEMA determines to be ineligible, shall constitute a debt to the State of Louisiana as represented by GOHSEP. This deobligated amount/debt shall be payable to GOHSEP within 60 days from the date of demand. Failure to repay any amount within 60 days from the date of demand shall result in the amount being due and owing and shall constitute a final delinquent debt due by the Subrecipient to GOHSEP and shall be collected pursuant to LA RS 47:1676(G)-(K).

## **12) AUDIT**

a. Any Subrecipient that expends \$750,000 or more during the entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. The Subrecipient is required to perform a single or program-specific audit under the Single Audit Act and shall follow the audit requirements in Subpart F of 2 C.F.R. Part 200.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the parties may use, but are not limited to the use of, Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the "Yellow Book," means "generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to GOHSEP of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after GOHSEP has notified the Subrecipient of such noncompliance.

e. The Subrecipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by GOHSEP no later than nine months from the end of the Subrecipient's fiscal year.

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.

f. The Subrecipient shall ensure that copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, are forwarded to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness  
Attn: Subrecipient Monitoring  
7667 Independence Blvd.  
Baton Rouge, LA 70806

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:  
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall ensure that any management letter issued by auditors is sent to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness  
Attn: Subrecipient Monitoring  
7667 Independence Blvd.  
Baton Rouge, LA 70806

**13) NONDISCRIMINATION BY CONTRACTORS.**

a. Pursuant to 44 C.F.R. §§7 and 16, and 44 C.F.R. §206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. §17.

**14) MODIFICATION AND TIME FOR PERFORMANCE.**

a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, subject to the same terms and conditions as those set out in the initial Agreement, and must take effect only upon execution by both parties.

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.



- b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subrecipient through the Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.
- c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.
- d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential declaration, unless extended by the Recipient or FEMA.
- e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA.
- f. If any extension request is denied by the Recipient, or is not sought by the Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension.
- g. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Recipient of any and all project costs.

#### **15) CONTRACTS WITH OTHERS.**

- a. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Recipient, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. The Subrecipient must document in the Quarterly Report the contractor's progress in performing its work under this Agreement.
- c. Copies of all contracts must be uploaded into LouisianaPA.com by the Subrecipient.
- d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§200.317-.326 and Appendix II.

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## **16) LIABILITY.**

- a. The Recipient assumes no liability to third parties in connection with this Agreement.
- b. For the purpose of this Agreement, the Recipient and the Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Recipient or the Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.
- f. The Subrecipient acknowledges that this Agreement is intended for the benefit of the Subrecipient and GOHSEP and the Subrecipient affirms that this Agreement does not confer any rights upon a third party. By voluntarily participating in the FEMA PA Program, the Subrecipient hereby agrees to release, indemnify, and hold harmless the United States, and its agents and employees, the State of Louisiana, and its agents and employees from and against any and all claims, lawsuits, demands, causes of action, liability, damages, losses and expenses of any kind whatsoever, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or resulting from the receipt of any federal funds and any actions relating therein i.e. a contract by a Subrecipient with a third party.

## **17) REPORTS.**

- a. The Subrecipient must provide Quarterly Reports to the Recipient on the Quarterly Report Form available in LouisianaPA.com.
- b. The first Quarterly Report is due at such time as the Subrecipient is notified. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA.

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Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.

c. The Recipient may require additional reports as needed, in which case the Subrecipient must provide any such additional reports as soon as practicable.

d. If the reports required under this section are not completed with all required information and timely submitted, the Recipient may withhold payments payable to the Subrecipient from any funding agreement.

e. If reimbursement has not been requested within a reasonable amount of time of obligation, FEMA may deobligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

## **18) MONITORING.**

a. The Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. The Subrecipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

c. In addition to reviews of audits conducted in accordance with 2 C.F.R. as revised, monitoring procedures may include, but are not limited to, on-site visits by the Recipient or its agent, and/or other procedures deemed necessary by the Recipient or FEMA. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is

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appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient regarding such audit.

d. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State and/or FEMA auditors.

e. The Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

f. The Subrecipient must update its contacts in LouisianaPA.com each quarter and ensure requests for updates are submitted.

## **19) MANDATED CONDITIONS.**

a. The Subrecipient understands and agrees that:

i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.

ii. The Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of LA R.S. 44:1 *et. seq.* that are made or received by the Subrecipient or its contractors and subcontractors in connection with this Agreement.

iii. No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Louisiana Legislature or any State agency.

iv. Responsibility for compliance with this Agreement rests with the Subrecipient, who further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subrecipient Agreements.

v. It will be knowledgeable of and apply all applicable federal, state, and local laws and federal policies which govern the FEMA PA Program. The Subrecipient agrees to comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et. seq.*) in carrying out the provisions of this Agreement.

vi. The Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the Recipient considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the Subrecipient is grounds for unilateral cancellation of this Agreement by the Recipient.

vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the

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discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

## **20) CERTIFICATIONS.**

a. The Subrecipient certifies that:

- i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
- ii. The individual executing this Agreement on Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subrecipient to its terms.
- iii. With respect to any Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:
  1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
  3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
    - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
    - b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

b. The Subrecipient certifies that to the best of its knowledge and belief:

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i. No federally appropriated funds have been or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

1. Subrecipient understands that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," pursuant to 31 USC 1352 in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. §10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subrecipients must certify and disclose accordingly. The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **21) TERM.**

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

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## **22) DEFAULT, REMEDIES, AND TERMINATION.**

a. Upon the occurrence of any one or more of the following events the Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Recipient to disburse further funds under this Agreement terminate at the option of the Recipient:

- i. The determination that any representation by the Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subrecipient is unable or unwilling to meet its obligations under this Agreement;
- ii. the Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Recipient;
- iii. any reports required by this Agreement have not been submitted to the Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
- iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress, or Office of Management and Budget.

b. Notwithstanding the preceding, the Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.

c. Upon the occurrence of any one or more of the foregoing events, the Recipient may at its option give notice in writing to the Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subrecipient to cure, the Recipient may exercise any one or more of the following remedies:

- i. terminate this Agreement upon not less than thirty (30) days notice of such termination after delivery by certified letter to the Subrecipient at the address specified in Attachment "B" of this Agreement;
- ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
- iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subrecipient pursuant this Agreement; and
- iv. take any other actions that may otherwise be available in law or in equity.

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.

d. Upon the rescission, suspension or termination of this Agreement, the Subrecipient must refund to the Recipient all funds disbursed to the Subrecipient under this Agreement.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Recipient does not relieve the Subrecipient of liability to the Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and the Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subrecipient under this Agreement until such time as the exact amount of restitution due the Recipient from the Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient must immediately repay such funds to the Recipient. Any deobligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient must withhold any disbursement otherwise due the Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, the Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

g. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to the Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

h. Any failure by the Subrecipient to comply with the aforementioned legal and policy obligations shall be grounds for either partly or wholly suspending or terminating any and all payments including and up to termination of this Agreement in accordance with 2 CFR 200.338 and 2 CFR 200.339.

### **23) ATTACHMENTS.**

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.



c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Recipient as necessary or posted on the Recipient's website at [www.LouisianaPA.com](http://www.LouisianaPA.com).

#### **24) HEADINGS.**

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

#### **25) GOVERNING LAW.**

a. This contract is governed by, and must be construed in accordance with, the laws of the State of Louisiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Louisiana.

b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Recipient or the Subrecipient, relating to or arising out of this contract must be brought in the 19<sup>th</sup> Judicial District Court, East Baton Rouge Parish, Louisiana and venue will lie therein.

#### **26) ATTORNEY FEES.**

a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

#### **27) DESIGNATION OF AGENT.**

a. The Subrecipient must complete Attachment "B" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.

b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

c. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from LouisianaPA.com may not be received and could result in failure to meet time periods to appeal a Federal determination.

#### **28) NOTICE AND CONTACT.**

All notices and other communications pertaining to this Agreement shall be written and/or in an electronic format and shall be transmitted either by electronic mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

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ATTN:  
Assistant Deputy Director- Public Assistance Division  
Governor's Office of Homeland Security and  
Emergency Preparedness  
7667 Independence Blvd  
Baton Rouge, Louisiana 70806  
Lynne.browning@la.gov

All notices required to be made to the Subrecipient under this Agreement must be in writing and must be delivered by email, by hand, or by certified letter to the Subrecipient at the address indicated in Attachment "B" which the Subrecipient must complete and submit with this Agreement.

**29) FEDERALLY FUNDED SUB-AWARD.**

a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Sub-award and Grant Agreement.

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement:

FOR THE RECIPIENT:

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY  
PREPAREDNESS

\_\_\_\_\_/ James Waskom

GOHSEP Director OR Authorized Representative (Sign / Print )

Date Jun 9, 2020

FOR THE SUBRECIPIENT:

\_\_\_\_\_/ Mike Danahay

Authorized Agent (Sign / Print)

Date Jun 9, 2020

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.



DUNS Number: 096025291

Federal Employer Identification Number (FEIN): 726001361

Attachments:

- A) W-9- Request for Taxpayer Identification Number and Certification
- B) Designation of Authority with Instructions
- C) Non-Construction (C-1) or Construction Assurances (C-2), as applicable

Changes to this document are prohibited. Any changes to this document will not be recognized and can cause delay or deobligation of funding.

# ATTACHMENT A

Form

**W-9**

(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

|   |  |   |
|---|--|---|
| Print or type<br>See Specific instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |   |
|   | 2 Business name/disregarded entity name, if different from above   |   |
|   | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>  |   |
|   | 5 Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|   | 6 City, state, and ZIP code  |   |
|   | 7 List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |   |  |  |   |  |  |  |
|--------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| Social security number         |  |  |  |   |   |  |  |   |  |  |  |
|                                |  |  |  | - |   |  |  | - |  |  |  |
| or                             |  |  |  |   |   |  |  |   |  |  |  |
| Employer identification number |  |  |  |   |   |  |  |   |  |  |  |
|                                |  |  |  |   | - |  |  |   |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))  | The grantor <sup>4</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## ***ATTACHMENT B***

### **Designation of Authority**

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the LouisianaPA.com system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Agent, Primary Agent or Alternate can request a change in contacts via email to the state team; a note should be entered in LouisianaPA.com if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if ***all*** authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from LouisianaPA.com as the contacts listed are replaced in the system, not supplemented. All users must log in on a quarterly basis to keep their accounts from becoming locked.

### **Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the LouisianaPA.com Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the LouisianaPA.com system within 24 hours of being notified or their account will lock them out. Each user must log in within a 90-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the link on the home page. Users who are granted a role that includes full access will have the ability to edit, upload and submit data and documents on your behalf within Reimbursement Requests, Project Closeouts, Time Extensions, Project Version Requests, Quarterly Reports and Appeals sections of your account within LouisianaPA.com.

The form is divided into twelve blocks. The first three blocks must be completed and must identify three separate agents. Each agent must provide a separate email address in order to add them to LAPA. The agents must also provide their written signatures in their individual blocks. The remaining blocks may be used to identify other agents or other duties of your listed agents.

**Block 1: "Authorized Agent" (Full Access)**– This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the sheriff;
- j. **State Agencies:** the Secretary or Director of the Agency;
- k. All other Subgrantee/Subrecipients: the chief executive officer of the entity.



## ***ATTACHMENT B***

**Block 2:** "Primary Agent" (Full Access) – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and signing and submitting reports/requests in LouisianaPA.com. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

**Block 3:** "Alternate Agent"(Full Access) – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

**Block 4, 5, and 6:** "Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical" (Full Access). Providing these contacts is helpful in the coordination and communication required between state and local subject matter experts for the topic specified. You may enter the name and information of a previously-listed agent in these blocks to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in LouisianaPA.com.

## **ATTACHMENT B**

| <b>DESIGNATION OF AUTHORITY (AGENTS)</b><br><b>FEMA/RECIPIENT PUBLIC ASSISTANCE PROGRAM</b><br><b>LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS</b>   |   |
|---|---|
| <b>Subrecipient:</b> City Of Sulphur  |   |
| <b>Box 1: Authorized Agent (Full Access)</b>  | <b>Box 2: Primary Agent (Full Access)</b>                       |
| Agent's Name <b>Mike Danahay</b>  | Agent's Name <b>Summer Goode</b>                                |
| Organization / Official Position <b>Mayor</b>   | Organization / Official Position <b>Admin Asst to the Mayor</b> |
| Mailing Address <b>101 N. Huntington</b>  | Mailing Address <b>101 N. Huntington</b>                        |
| City, State, Zip <b>Sulphur, LA, 70663</b>  | City, State, Zip <b>Sulphur, LA, 70663</b>                      |
| Daytime Telephone <b>337-527-4500</b>   | Daytime Telephone <b>337-527-4500</b>                           |
| E-mail Address <b>mayorsoffice@sulphur.org</b>  | E-mail Address <b>sgoode@sulphur.org</b>                        |
| <b>Box 3: Alternate Agent (Full Access)</b>   | <b>Box 4: Other-Finance/Point of Contact (Full Access)</b>      |
| Agent's Name <b>Gina Quibodeaux</b>   | User's Name <b>Jennifer Thorn</b>                               |
| Organization / Official Position <b>Admin. Asst. to PW Director</b>   | Organization / Official Position <b>Director of Finance</b>     |
| Mailing Address <b>101 N. Huntington</b>  | Mailing Address <b>101 N. Huntington</b>                        |
| City, State, Zip <b>Sulphur, LA, 70663</b>  | City, State, Zip <b>Sulphur, LA, 70663</b>                      |
| Daytime Telephone <b>337-527-4500</b>   | Daytime Telephone <b>337-527-4508</b>                           |
| E-mail Address <b>gveillon@sulphur.org</b>  | E-mail Address <b>jthorn@sulphur.org</b>                        |
| <b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>   | <b>Box 6: Other-Environmental-Historical (Full Access)</b>      |
| User's Name <b>Lyndsie Blanchard</b>  | User's Name <b>Stacy Dowden</b>                                 |
| Organization / Official Position <b>Admin Asst to Director of Finance and RM</b>  | Organization / Official Position <b>Public Works Director</b>   |
| Mailing Address <b>101 N. Huntington</b>  | Mailing Address <b>101 N. Huntington</b>                        |
| City, State, Zip <b>Sulphur, LA, 70663</b>  | City, State, Zip <b>Sulphur, LA, 70663</b>                      |
| Daytime Telephone <b>337-527-4500</b>   | Daytime Telephone <b>337-527-4510</b>                           |
| E-mail Address <b>lblanchard@sulphur.org</b>  | E-mail Address <b>sdowden@sulphur.org</b>                       |
| <p>The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Subrecipient for the purpose of obtaining certain Recipient and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Subrecipient in all dealings with the State of Louisiana, Recipient, for all matters pertaining to such disaster assistance previously signed and executed by the Recipient and Subrecipient. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.</p> |   |
| <p><b>Mike Danahay</b><br/><b>Subrecipient Authorized Agent</b><br/>June 9, 2020<br/><b>Signature Date</b></p>  |   |



## ATTACHMENT B

| DESIGNATION OF AUTHORITY (AGENTS)<br>FEMA/RECIPIENT PUBLIC ASSISTANCE PROGRAM<br>LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS |                                 |                                  |                                 |
|--|---------------------------------|----------------------------------|---------------------------------|
| <b>Subrecipient:</b> City Of Sulphur   |                                 | <b>Date:</b>                     |                                 |
| <b>Box 7:</b>  | <b>Other</b> (Read Only Access) | <b>Box 8:</b>                    | <b>Other</b> (Read Only Access) |
| User's Name  |                                 | User's Name                      |                                 |
| Organization / Official Position   |                                 | Organization / Official Position |                                 |
| Mailing Address  |                                 | Mailing Address                  |                                 |
| City, State, Zip   |                                 | City, State, Zip                 |                                 |
| Daytime Telephone  |                                 | Daytime Telephone                |                                 |
| E-mail Address   |                                 | E-mail Address                   |                                 |
| <b>Box 9:</b>  | <b>Other</b> (Read Only Access) | <b>Box 10:</b>                   | <b>Other</b> (Read Only Access) |
| User's Name  |                                 | User's Name                      |                                 |
| Organization / Official Position   |                                 | Organization / Official Position |                                 |
| Mailing Address  |                                 | Mailing Address                  |                                 |
| City, State, Zip   |                                 | City, State, Zip                 |                                 |
| Daytime Telephone  |                                 | Daytime Telephone                |                                 |
| E-mail Address   |                                 | E-mail Address                   |                                 |
| <b>Box 11:</b>   | <b>Other</b> (Read Only Access) | <b>Box 12:</b>                   | <b>Other</b> (Read Only Access) |
| User's Name  |                                 | User's Name                      |                                 |
| Organization / Official Position   |                                 | Organization / Official Position |                                 |
| Mailing Address  |                                 | Mailing Address                  |                                 |
| City, State, Zip   |                                 | City, State, Zip                 |                                 |
| Daytime Telephone  |                                 | Daytime Telephone                |                                 |
| E-mail Address   |                                 | E-mail Address                   |                                 |
| Subrecipient's Fiscal Year (FY) Start: <b>Month:</b> <b>Day:</b>   |                                 |                                  |                                 |
| Subrecipient's Federal Employer's Identification Number (EIN) -  |                                 |                                  |                                 |
| Subrecipient's Recipient Cognizant Agency for Single Audit Purposes: Governor's Office of Homeland Security and Emergency Preparedness                       |                                 |                                  |                                 |
| Subrecipient's: FIPS Number (If Known) - -   |                                 |                                  |                                 |

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in LouisianaPA.com will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

**ATTACHMENT C-1****ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



## ATTACHMENT C-1

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><div style="border: 2px solid red; height: 40px; width: 100%; background-color: yellow;"></div> | TITLE<br><div style="border: 2px solid red; height: 20px; width: 100%; background-color: yellow;">Mayor</div>                |
| APPLICANT ORGANIZATION<br><div style="border: 2px solid red; height: 20px; width: 100%; background-color: yellow;">City Of Sulphur</div>       | DATE SUBMITTED<br><div style="border: 2px solid red; height: 20px; width: 100%; background-color: yellow;">Jun 9, 2020</div> |

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# ATTACHMENT C-2

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



## ATTACHMENT C-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL<br><br><div style="border: 1px solid black; height: 40px; width: 100%; background-color: yellow;"></div>               | TITLE<br><br><div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow; text-align: center;">Mayor</div>                |
| APPLICANT ORGANIZATION<br><br><div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow; text-align: center;">City Of Sulphur</div> | DATE SUBMITTED<br><br><div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow; text-align: center;">Jun 9, 2020</div> |

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ORDINANCE NO. \_\_\_\_\_, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAHAY TO SIGN THE  
FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT  
TO HELP AID LOCAL GOVERNMENTS FOR COSTS OF REPAIRS AND  
SUPPLIES FOR COVID-19.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the  
governing authority thereof, that they do hereby authorize Mayor Danahay to sign the  
Federally Funded Public Assistance Funding Agreement to help aid local governments  
for costs of repairs and supplies for COVID-19.

APPROVED AND ADOPTED by  
the City Council of the City of  
Sulphur, Louisiana, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the  
foregoing Ordinance has been  
presented to the Mayor on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2020, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received  
from the Mayor at \_\_\_\_\_ o'clock \_\_\_\_\_.m.  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, the foregoing ordinance which has  
approved/vetoed by the Mayor.

\_\_\_\_\_  
ARLENE BLANCHARD, Clerk