



## **JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**

STATE CAPITOL  
P.O. BOX 44294, CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804  
(225) 342-2062

SENATOR BODI WHITE  
CHAIRMAN

### **REVISED**

### **NOTICE OF MEETING**

Friday  
March 19, 2021  
9:30 A.M.  
House Chamber  
**A G E N D A**

***REVISED Item #8***  
***ADDED Item #13***

#### **I. CALL TO ORDER**

#### **II. ROLL CALL**

#### **III. BUSINESS**

1. Fiscal Status Statement and Five-year Baseline Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. In accordance with the provisions of R.S. 24:653(E), interpretation of the legislative intent for certain funding allocations contained in the 2020 appropriation bills.
5. Discussion and update on the Louisiana Emergency Rental Assistance Program implemented by the Division of Administration and the Louisiana Housing Corporation.
6. Review and approval of the Fiscal Year 2021-2022 Operating Budget for the Louisiana Lottery Corporation in accordance with R.S. 47:9010(A)(7).
7. Review of cooperative endeavor agreement between Louisiana Department of Health and Harmony, Inc. in accordance with R.S. 39:366.11.

8. ***Department of Economic Development - Tax Increment Financing***
  - A. ***Review and approval of Tax Increment Financing utilizing 2% of the 4.5% state sales tax within three Economic Development Districts (EDD) within the City of Lake Charles (I-10 Corridor EDD, Lakefront EDD, and Enterprise Boulevard EDD) as required by R.S. 33:9038.34.***
  - B. ***Review of Tax Increment Financing utilizing 2% of the 4.5% state sales tax within the Harveston Economic Development District (EDD) within the City of Baton Rouge/Parish of East Baton Rouge as required by R.S. 33:9038.34.***
9. Report from the Commissioner of Administration regarding COVID-19 Federal Funding in accordance with Act 1, Section 2(B), of the 2020 First Extraordinary Session of the Legislature.
10. Report from the Commissioner of Administration regarding expenditures by category in accordance with Act 1, Section 20, of the 2020 First Extraordinary Session of the Legislature.
11. Report from the Commissioner of Administration regarding the deficit avoidance plan in accordance with Act 1, Section 21, of the 2020 First Extraordinary Session of the Legislature.
12. Update from the Louisiana Workforce Commission on unemployment and layoff notifications.
13. ***Review of proposed contract amendment between the Office of Group Benefits and Access Health Inc. dba Access2Health.***

#### **IV. CONSIDERATION OF ANY OTHER BUSINESS THAT MAY COME BEFORE THE COMMITTEE**

#### **V. ADJOURNMENT**

Persons who do not feel comfortable giving testimony in person may submit a prepared statement in accordance with Senate Rule 13.79, in lieu of appearing before the committee. Statements may be emailed to [gasconr@legis.la.gov](mailto:gasconr@legis.la.gov) and must be received by the committee secretary at least three hours prior to the meeting to be included in the record for this committee meeting.

Audio/visual presentations, such as PowerPoint, must be received by the committee secretary at [gasconr@legis.la.gov](mailto:gasconr@legis.la.gov) at least twenty-four hours PRIOR to the scheduled start of the committee meeting for review and prior approval. Thumb drives will NOT be accepted.

Persons desiring to participate in the meeting should utilize appropriate protective health measures and observe the recommended and appropriate social distancing.

***THIS NOTICE CONTAINS A TENTATIVE AGENDA AND MAY BE REVISED PRIOR TO THE MEETING.***

**BODI WHITE, CHAIRMAN**

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET  
GENERAL FUND FISCAL STATUS STATEMENT  
FISCAL YEAR 2020-2021  
(\$ in millions)**

**March 19, 2021**

	<u>FEBRUARY 2021</u>	<u>MARCH 2021</u>	<u>MARCH 2021 Over/(Under) FEBRUARY 2021</u>
<b><u>GENERAL FUND REVENUE</u></b>			
Revenue Estimating Conference, January 19, 2021	\$9,452.800	\$9,452.800	\$0.000
Use of the Budget Stabilization Fund	\$90.063	\$90.063	\$0.000
FY 19-20 Revenue Carried Forward into FY 20-21	\$67.251	\$67.251	\$0.000
<b>Total Available General Fund Revenue</b>	<b><u>\$9,610.114</u></b>	<b><u>\$9,610.114</u></b>	<b><u>\$0.000</u></b>
<b><u>APPROPRIATIONS AND REQUIREMENTS</u></b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$429.802	\$429.802	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
<b>Total Non-Appropriated Constitutional Requirements</b>	<b><u>\$521.125</u></b>	<b><u>\$521.125</u></b>	<b><u>\$0.000</u></b>
<b>Appropriations</b>			
General (Act 1 of 2020 1ES, Act 45 of 2020 2ES)	\$8,577.119	\$8,577.119	\$0.000
Ancillary (Act 11 of 2020 1ES)	\$0.000	\$0.000	\$0.000
Judicial (Act 7 of 2020 1ES, Act 45 of 2020 2ES)	\$154.508	\$154.508	\$0.000
Legislative (Act 8 of 2020 1ES)	\$61.243	\$61.243	\$0.000
Capital Outlay (Act 2 of 2020 1ES)	\$0.000	\$0.000	\$0.000
<b>Total Appropriations</b>	<b><u>\$8,792.870</u></b>	<b><u>\$8,792.870</u></b>	<b><u>\$0.000</u></b>
<b>Total Appropriations &amp; Non-Appropriated Constitutional Requirements</b>	<b><u>\$9,313.995</u></b>	<b><u>\$9,313.995</u></b>	<b><u>\$0.000</u></b>
<b>Other Requirements</b>			
Funds Transfer Bill (Act 10 of 2020 1ES)	\$3.001	\$3.001	\$0.000
<b>Total Other Requirements</b>	<b><u>\$3.001</u></b>	<b><u>\$3.001</u></b>	<b><u>\$0.000</u></b>
<b>Total Appropriations and Requirements</b>	<b><u>\$9,316.996</u></b>	<b><u>\$9,316.996</u></b>	<b><u>\$0.000</u></b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b><u>\$293.118</u></b>	<b><u>\$293.118</u></b>	<b><u>\$0.000</u></b>

**II. FY 2019-2020 Fiscal Status Summary:**

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session (R.S. 39:75), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

**FY20 GENERAL FUND DIRECT SURPLUS/DEFICIT - ESTIMATED (millions)**

<b>FY19 Surplus/(Deficit)</b>		<b>534.510</b>
<b>Other Obligations Against Cash Carried Over from FY19 to FY20</b>		
General Fund - Direct Carryforward	87.892	
Unappropriated Use of FY17 & FY18 Surpluses	1.234	
Other Receipts	1.061	
<b>Total Other Obligations Against Cash Carried Over from FY19 to FY20</b>		<b>90.187</b>
<b>FY20 General Fund - Adjusted Direct Revenues:</b>		<b>9,846.211</b>
		<hr/>
<b>Total General Funds Available for Expenditure in FY20</b>		<b>10,470.907</b>
<b>FY20 General Fund - Direct Appropriations &amp; Requirements:</b>		
Draws of General Fund - Direct Appropriations	(8,939.381)	
General Obligation Debt Service	(446.004)	
Transfer to the Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Coastal Protection & Restoration Fund - R.S. 49:214.5.4	(9.815)	
Transfers - Per Statute and Legislative Action	(120.982)	
Other Transfers	(0.344)	
FY19 Surplus - Appropriated or Transferred	(534.510)	
<b>Total FY20 General Fund - Direct Appropriations &amp; Requirements</b>		<b>(10,141.035)</b>
		<hr/>
<b>General Fund Direct Cash Balance</b>		<b>329.873</b>
<b>Obligations Against the General Fund Direct Cash Balance</b>		
Unappropriated Use of FY17 & FY 18 Surplus	(1.234)	
Pending FY20 adjustments to be completed in FY21	9.047	
General Fund - Direct Carryforwards from FY20 to FY21	(67.251)	
<b>Total Obligated General Fund Direct</b>		<b>(59.438)</b>
		<hr/>
<b>Net General Fund Direct Surplus/(Deficit)</b>		<b>270.434</b>
		<hr/>
<b>Certification in accordance with R.S. 39:75A(3)(a)</b>		<b>\$270,434,310</b>

**III. Current Year Items Requiring Action**

Various agencies state cost share for Public Assistance - storms/winter weather (Supp. Bill)	\$23.02
GOHSEP - state cost share for Other Needs Assistance, etc. - storms/winter weather (Supp. Bill)	\$18.86
GOHSEP - 5th & final payment for 2016 August Flood event for Other Needs Assistance, etc. (Supp. Bill)	\$7.50
Military - Title 32 state share relative to COVID-19 (Supp. Bill)	\$2.07
Corrections - personal services, supplies, medical expenses (Supp. Bill)	\$38.56
DOTD - Port of Lake Charles to perform the Calcasieu Dredged Material Management Plan (Supp. Bill)	\$5.00
TOPS - enrollment adjustments & TOPS Fund forecast (Supp. Bill)	\$2.73
Local Housing of Adult Offenders (Supp. Bill)	\$35.30
Deposit into the Conservation Fund for Wildlife & Fisheries (Funds Bill)	\$16.96
Deposit into the Major Events Incentive Program Sub fund for 2022 NCAA Final Four & future events (Funds Bill)	\$7.69
Deposit into the State Emergency Response Fund (SERF) for cybersecurity response expenditures (Funds Bill)	\$10.00
Deposit into the Higher Education Initiatives Fund for accreditation expenditures (Funds Bill)	\$4.10
Deposit into various Public Service Commission dedicated funds to repay prior year fund sweeps (Funds Bill)	\$6.53
Deposit into the Motor Fuels Underground Storage Tank Fund to repay prior year fund sweep (Funds Bill)	\$5.50
<b>Items Requiring Action Total</b>	<b>\$183.82</b>

**IV. Horizon Issues Not Contained in 5-Year Plan****Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**

State share owed to FEMA upon the final closeout of various disasters, including Hurricane Katrina, for public assistance (state, local and private non-profits) and hazard mitigation projects. Final closeouts of the various disasters are not expected until FY22 at the earliest and Katrina in FY23, but could extend beyond the 5-year baseline projection window.

**Hurricane & Storm Damage Risk Reduction System (HSDRRS)**

In 2008, the State of Louisiana through the Coastal Protection & Restoration Authority Board entered into a Project Partnership Agreement with the U.S. Army Corps of Engineers to construct a system around the greater New Orleans area. The HSDRRS project is a cost share agreement whereby the State is required to pay a percentage (about 35%) of the total costs of the project. Payback will occur over a 30-year period with the first payment due once the HSDRRS project is completed and accepted. In December 2020, Congress authorized the forgiveness of the construction interest charged on the HSDRRS with the following requirements: (1.) Initial principal payment of \$400M prior to September 30, 2021, (2.) Remaining principal to be paid by September 30, 2023. The administration's recommendation is to replace a 30-year annual federal payment obligation of \$100.9M at 4.375% with a 20-year State GO Debt at rates

**FIVE YEAR BASE LINE PROJECTION  
STATE GENERAL FUND SUMMARY  
CONTINUATION**

	Official Current Fiscal Year 2020-2021	Ensuing Fiscal Year 2021-2022	Projected Fiscal Year 2022-2023	Projected Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$11,889,600,000	\$11,985,600,000	\$12,449,000,000	\$12,688,700,000	\$12,899,100,000
Less Dedications	(\$2,436,800,000)	(\$2,418,300,000)	(\$2,462,300,000)	(\$2,490,700,000)	(\$2,610,200,000)
<b>TOTAL REC REVENUES</b>	<b>\$9,452,800,000</b>	<b>\$9,567,300,000</b>	<b>\$9,986,700,000</b>	<b>\$10,198,000,000</b>	<b>\$10,288,900,000</b>
<b>ANNUAL REC GROWTH RATE</b>		<b>1.21%</b>	<b>4.38%</b>	<b>2.12%</b>	<b>0.89%</b>
<b>Other Revenues:</b>					
Carry Forward Balances	\$67,251,068	\$0	\$0	\$0	\$0
Use of Budget Stabilization Fund	\$90,062,911	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>	<b>\$157,313,979</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL REVENUES</b>	<b>\$9,610,113,979</b>	<b>\$9,567,300,000</b>	<b>\$9,986,700,000</b>	<b>\$10,198,000,000</b>	<b>\$10,288,900,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 1 of 2020 1ES, Act 45 of 2020 2ES)	\$8,509,867,982	\$9,780,795,491	\$9,960,805,471	\$10,166,472,989	\$10,321,473,997
Ancillary Appropriation Bill (Act 11 of 2020 1ES)	\$0	\$0	\$17,098,864	\$21,681,710	\$26,424,956
Non-Appropriated Requirements	\$521,124,619	\$530,762,529	\$539,555,216	\$550,002,875	\$567,578,758
Judicial Appropriation Bill (Act 7 of 2020 1ES, Act 45 of 2020 2ES)	\$154,508,439	\$156,402,678	\$158,181,722	\$160,171,855	\$160,171,854
Legislative Appropriation Bill (Act 8 of 2020 1ES)	\$61,242,871	\$61,242,871	\$61,255,154	\$61,251,415	\$61,247,902
Special Acts	\$0	\$0	\$10,162,436	\$10,162,436	\$10,162,436
Capital Outlay Bill (Act 2 of 2020 1ES)	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards)</b>	<b>\$9,246,743,911</b>	<b>\$10,529,203,569</b>	<b>\$10,747,058,863</b>	<b>\$10,969,743,280</b>	<b>\$11,147,059,903</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		<b>13.87%</b>	<b>2.07%</b>	<b>2.07%</b>	<b>1.62%</b>
<b>Other Expenditures:</b>					
Carryforward BA-7s Expenditures	\$67,251,068	\$0	\$0	\$0	\$0
Supplemental Bill (Act 255 of 20 RS); Funds Bills (Act 362 of 2019 RS and Act 10 of 20 1ES)	\$3,001,000	\$0	\$0	\$0	\$0
27th Pay Period occurring in FY22-23	\$0	\$0	\$62,508,941	\$0	\$0
<b>Total Other Expenditures</b>	<b>\$70,252,068</b>	<b>\$0</b>	<b>\$62,508,941</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$9,316,995,979</b>	<b>\$10,529,203,569</b>	<b>\$10,809,567,804</b>	<b>\$10,969,743,280</b>	<b>\$11,147,059,903</b>
<b>PROJECTED BALANCE</b>	<b>\$293,118,000</b>	<b>(\$961,903,569)</b>	<b>(\$822,867,804)</b>	<b>(\$771,743,280)</b>	<b>(\$858,159,903)</b>

Oil Prices included in the REC forecast.

\$40.10

\$44.65

\$50.14

\$52.13

\$52.93

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET  
BA-7 AGENDA  
March 2021**

**A. Fiscal Status Statement**

**B. 5-Year Base Line Projection**

**C. Regular BA-7s**

- |   |      |   |
|---|------|---|
| 1 | ELOF | Department of Agriculture and Forestry<br>(04-160) Agriculture and Forestry |
| 2 | ANCI | Ancillary Appropriations<br>(21-815) Office of Technology Services          |

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Agriculture & Forestry		FOR OPB USE ONLY				
AGENCY: Agriculture & Forestry		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 04-160		177 R		1		
SUBMISSION DATE: February 22, 2021		Approval and Authority:				
AGENCY BA-7 NUMBER: 03						
HEAD OF BUDGET UNIT: Dane Morgan						
TITLE: Assistant Commissioner for Management & Finance						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small>						
						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
<b>GENERAL FUND BY:</b>						
DIRECT	\$18,432,561	\$0	\$18,432,561			
INTERAGENCY TRANSFERS	\$17,990,142	\$0	\$17,990,142			
FEES & SELF-GENERATED	\$7,281,777	\$0	\$7,281,777			
Regular Fees & Self-generated	\$7,281,777	\$0	\$7,281,777			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$37,442,855	\$171,561	\$37,614,416			
Structural Pest Control Commission Fund (A02)	\$1,623,158	\$0	\$1,623,158			
Louisiana Agricultural Finance Authority Fund (A07)	\$11,809,510	\$0	\$11,809,510			
Subtotal of Dedications from Page 2	\$24,010,187	\$171,561	\$24,181,748			
FEDERAL	\$9,972,168	\$0	\$9,972,168			
<b>TOTAL</b>	<b>\$91,119,503</b>	<b>\$171,561</b>	<b>\$91,291,064</b>			
AUTHORIZED POSITIONS	0	0	0			
AUTHORIZED OTHER CHARGES	0	0	0			
NON-TO FTE POSITIONS	0	0	0			
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>			
<b>PROGRAM EXPENDITURES</b>						
PROGRAM NAME:	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
Management & Finance	\$20,737,446	111	\$0	0	\$20,737,446	111
Ag & Environment Sciences	\$13,186,610	105	\$0	0	\$13,186,610	105
Animal Health & Food Safety	\$31,677,025	104	\$0	0	\$31,677,025	104
Agro-Consumer Services	\$8,567,337	77	\$0	0	\$8,567,337	77
Forestry	\$14,945,406	167	\$171,561	14	\$15,116,967	181
Soil & Water	\$2,005,679	9	\$0	0	\$2,005,679	9
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$91,119,503</b>	<b>573</b>	<b>\$171,561</b>	<b>14</b>	<b>\$91,291,064</b>	<b>587</b>

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Agriculture & Forestry	FOR OPB USE ONLY	
AGENCY: Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 04-180		
SUBMISSION DATE: February 22, 2021	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: 03		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
<b>GENERAL FUND BY:</b>			
<b>FEEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Pesticide Fund (A09)	\$5,770,429	\$0	\$5,770,429
Forest Protection Fund (A11)	\$820,000	\$0	\$820,000
Forestry Productivity Fund (A14)	\$388,889	\$0	\$388,889
Petroleum Products Fund (A15)	\$4,829,026	\$0	\$4,829,026
Livestock Brand Commission Fund (A17)	\$10,000	\$0	\$10,000
Agricultural Commodity Dealers & Warehouse Fund (A18)	\$2,277,455	\$0	\$2,277,455
<b>SUBTOTAL (to Page 1)</b>	<b>\$14,095,799</b>	<b>\$0</b>	<b>\$14,095,799</b>



Use this section for additional Program Names, if needed.  
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

<b>DEPARTMENT:</b> Agriculture & Forestry	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER:</b> 04-180		
<b>SUBMISSION DATE:</b> February 22, 2021	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 03		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Seed Commission Fund (A21)	\$1,126,313	\$0	\$1,126,313
Sweet Potato Pests & Diseases Fund (A22)	\$200,000	\$0	\$200,000
Weights and Measures Fund (A23)	\$2,479,595	\$0	\$2,479,595
Grain and Cotton Indemnity Fund (A27)	\$0	\$0	\$0
Feed and Fertilizer Fund (A29)	\$3,508,480	\$0	\$3,508,480
Horticulture and Quarantine Fund (A30)	\$2,600,000	\$0	\$2,600,000
<b>SUBTOTAL (to Page 1)</b>	<b>\$9,914,388</b>	<b>\$0</b>	<b>\$9,914,388</b>



Use this section for additional Program Names, if needed.  
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT:</b> Agriculture & Forestry	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Agriculture & Forestry	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER:</b> 04-160		
<b>SUBMISSION DATE:</b> February 22, 2021	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 03		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Wildfire Suppression Subfund (A31)	\$0	\$171,561	\$171,561
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$171,561</b>	<b>\$171,561</b>



Use this section for additional Program Names, if needed.  
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
 The source of funding for the Wildfire Suppression Subfund is to amend and reenact R.S. 3:4321 and enact R.S. 3:4321 through the McFarland Bill HB75-ACT25. The purpose of this fund is to provide for the appointment of forest firefighters within the office of forestry.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$171,561	\$875,000	\$875,000	\$875,000	\$875,000
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$171,561</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
 This fund is to be used for the purpose of appointment and retention of forest firefighters within the office of Forestry. The Office of Forestry expects to hire 14 new forest firefighters through this fund.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
 Without the hiring of the new forest firefighters, Louisiana's forest lands are at increased risk of loss due to forest fires.

5. Is this an after the fact BA-7, e.g., have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No. 52.  
 No, program expenditures for FY 21 have not begun.

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

If approved, this program will put more firefighters on the ground to reduce the impact of forest fires.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. (Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021
	Average fire size (acres).			
	Percentage of area under protection which burned.			
	Residences under program protection that suffer damage from wildfires.			

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

Potential for increased damage and loss from wildfires due to the amount of debris remaining after storm damage.

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)

State budget impacts reimbursable grants. Federal grants require funds to be expended and then reimbursed. This includes salary reimbursements.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

N/A

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

As stated above

Impacts on ability to detect, respond, and suppress wildfires will result in increase losses.

Impacts on grant funding opportunities

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Forestry

MEANS OF FINANCING:	CURRENT FY 2020-2021	REQUESTED ADJUSTMENT	REVISED FY 2020-2021	ADJUSTMENT/OUT-YEAR PROJECTIONS			
				FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
<b>GENERAL FUND BY:</b>							
Direct	\$6,638,012	\$0	\$6,638,012	\$0	\$0	\$0	\$0
Interagency Transfers	\$60,000	\$0	\$60,000	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$529,536	\$0	\$529,536	\$0	\$0	\$0	\$0
Statutory Dedications **	\$5,626,782	\$171,561	\$5,798,343	\$875,000	\$875,000	\$875,000	\$875,000
FEDERAL FUNDS	\$2,091,076	\$0	\$2,091,076	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$14,945,406</b>	<b>\$171,561</b>	<b>\$15,116,967</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>
<b>EXPENDITURES:</b>							
Salaries	\$7,423,681	\$89,937	\$7,513,618	\$467,670	\$477,023	\$486,564	\$496,295
Other Compensation	\$58,738	\$0	\$58,738	\$0	\$0	\$0	\$0
Related Benefits	\$3,809,337	\$67,356	\$3,876,693	\$360,255	\$360,255	\$360,255	\$350,255
Travel	\$77,043	\$0	\$77,043	\$0	\$0	\$0	\$0
Operating Services	\$1,274,865	\$7,134	\$1,281,999	\$28,538	\$23,538	\$17,997	\$14,266
Supplies	\$1,320,787	\$7,134	\$1,327,921	\$28,537	\$24,184	\$20,184	\$14,184
Professional Services	\$3,039	\$0	\$3,039	\$0	\$0	\$0	\$0
Other Charges	\$225,419	\$0	\$225,419	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$752,497	\$0	\$752,497	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$14,945,406</b>	<b>\$171,561</b>	<b>\$15,116,967</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>	<b>\$875,000</b>
<b>POSITIONS</b>							
Classified	165	14	179	179	179	179	179
Unclassified	2	0	2	2	2	2	2
<b>TOTAL T.O. POSITIONS</b>	<b>167</b>	<b>14</b>	<b>181</b>	<b>181</b>	<b>181</b>	<b>181</b>	<b>181</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>167</b>	<b>14</b>	<b>181</b>	<b>181</b>	<b>181</b>	<b>181</b>	<b>181</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$529,536	\$0	\$529,536	\$0	\$0	\$0	\$0
[Select Fund/Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund/Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Louisiana Agricultural Finance Authority Fund (A07)	\$4,417,883	\$0	\$4,417,883	\$0	\$0	\$0	\$0
Forest Protection Fund (A11)	\$820,000	\$0	\$820,000	\$0	\$0	\$0	\$0
Forestry Productivity Fund (A14)	\$388,889	\$0	\$388,889	\$0	\$0	\$0	\$0
Wildfire Suppression Subfund (A31)	\$0	\$171,561	\$171,561	\$875,000	\$875,000	\$875,000	\$875,000

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Forestry

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$171,561	\$0	\$171,561
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$89,937	\$0	\$89,937
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$67,356	\$0	\$67,356
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$7,134	\$0	\$7,134
Supplies	\$0	\$0	\$0	\$7,134	\$0	\$7,134
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$171,561</b>	<b>\$0</b>	<b>\$171,561</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## BA-7 QUESTIONNAIRE

(Provide answers on the Questionnaire Analysis Form; answer all questions applicable to the requested budget adjustment.)

### GENERAL PURPOSE

1. This BA-7 is to increase the budget for Statutory Dedicated Funds from the Wildfire Suppression Subfund (A31) by \$171,561 for the Department to hire new Forest Firefighters to fight fires in Louisiana's Forests.

### REVENUES

(Explain the Means of Financing. Provide details including Source, authority to spend, etc.)

2. Not Applicable
3. Not Applicable
4. Not Applicable
5. **Statutory Dedicated Funds**
  - The amending and reenacting of R.S. 3:4321 and enacting of R.S. 3:4321 to create the Wildfire Suppression Subfund.
6. Not Applicable
7. Not Applicable
8. Not Applicable

### EXPENDITURES

9. Provide detailed expenditure information including how the amount requested was calculated. Through this fund LDAF was allotted \$171,561 for FY 21 to spend on new firefighters and their accompanying supplies and equipment.
10. If funds are being transferred, please explain how excess funds became available.  
Not Applicable.
11. Provide object details as part of explanation.  
Not Applicable

### OTHER

12. Provide names, phone numbers and e-mail addresses of agency contacts that can provide further information on this item and will attend JLCB to testify.

Dane K. Morgan  
Assistant Commissioner of Management and Finance  
(225) 952-8142  
dmorgan@ldaf.state.la.us

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: Ancillary		FOR OPB USE ONLY				
AGENCY: Office of Technology Services		OPB LOG NUMBER <span style="font-size: 1.5em; color: blue;">180</span>		AGENDA NUMBER <span style="font-size: 1.5em; color: blue;">2</span>		
SCHEDULE NUMBER: 21-815		Approval and Authority:				
SUBMISSION DATE: 3/4/2021						
AGENCY BA-7 NUMBER: 3 - Budget Authority Inc						
HEAD OF BUDGET UNIT: Richard "Dickie" Howze						
TITLE: State Chief Information Officer						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021			
<b>GENERAL FUND BY:</b>						
DIRECT	\$0	\$0	\$0			
INTERAGENCY TRANSFERS	\$412,940,089	\$34,115,860	\$447,055,949			
FEES & SELF-GENERATED	\$1,518,473	\$0	\$1,518,473			
Regular Fees & Self-generated	\$1,518,473	\$0	\$1,518,473			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
[Select Statutory Dedication]	\$0	\$0	\$0			
Subtotal of Dedications from Page 2	\$0	\$0	\$0			
FEDERAL	\$0	\$0	\$0			
<b>TOTAL</b>	<b>\$414,458,562</b>	<b>\$34,115,860</b>	<b>\$448,574,422</b>			
AUTHORIZED POSITIONS	828	0	828			
AUTHORIZED OTHER CHARGES	9	0	9			
NON-TO FTE POSITIONS	0	0	0			
<b>TOTAL POSITIONS</b>	<b>837</b>	<b>0</b>	<b>837</b>			
<b>PROGRAM EXPENDITURES</b>						
PROGRAM NAME:	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
Technology Services	\$414,458,562	837	\$34,115,860	0	\$448,574,422	837
Program 2	\$0	0	\$0	0	\$0	0
Program 3	\$0	0	\$0	0	\$0	0
Program 4	\$0	0	\$0	0	\$0	0
Program 5	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$414,458,562</b>	<b>837</b>	<b>\$34,115,860</b>	<b>0</b>	<b>\$448,574,422</b>	<b>837</b>

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT:</b> Ancillary	<b>FOR OPB USE ONLY</b>	
<b>AGENCY:</b> Office of Technology Services	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER:</b> 21-815		
<b>SUBMISSION DATE:</b> 3/4/2021	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER:</b> 3 - Budget Authority Inc		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2020-2021	ADJUSTMENT (+) or (-)	REVISED FY 2020-2021
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



Use this section for additional Program Names, if needed.  
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
This BA-7 increases the appropriation out of Interagency Transfers by \$34,115,860 to be received from various state agencies for information technology support. See BA-7 Questionnaire for further explanation.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$34,115,860	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$34,115,860</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
Not applicable

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
If this BA-7 is not approved, OTS will not have sufficient budget authority to pay for current information technology support to various state agencies.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.  
Not applicable

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

OTS will have sufficient budget authority to continue providing information technology services to agencies across the state with approval of this BA-7.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. *(Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)*

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2020-2021	ADJUSTMENT (+) OR (-)	REVISED FY 2020-2021

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. *(For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)*

While there are no direct impacts to agency performance indicators, this BA-7 will allow OTS to continue providing information technology services to state agencies.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

Not Applicable

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve this BA-7 will result in various state agencies not receiving the information technology services they require.

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Technology Services

PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT								
MEANS OF FINANCING:	CURRENT	REQUESTED	REVISED	ADJUSTMENT OUTYEAR PROJECTIONS				
	FY 2020-2021	ADJUSTMENT	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	
<b>GENERAL FUND BY:</b>								
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$412,940,089	\$34,115,860	\$447,055,949	\$0	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$1,518,473	\$0	\$1,518,473	\$0	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$414,458,562	\$34,115,860	\$448,574,422	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>								
Salaries	\$59,521,802	\$0	\$59,521,802	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$1,274,865	\$0	\$1,274,865	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$31,858,232	\$0	\$31,858,232	\$0	\$0	\$0	\$0	\$0
Travel	\$262,152	\$0	\$262,152	\$0	\$0	\$0	\$0	\$0
Operating Services	\$139,564,358	\$0	\$139,564,358	\$0	\$0	\$0	\$0	\$0
Supplies	\$8,894,095	\$0	\$8,894,095	\$0	\$0	\$0	\$0	\$0
Professional Services	\$102,990,625	\$29,515,860	\$132,506,485	\$0	\$0	\$0	\$0	\$0
Other Charges	\$31,545,409	\$0	\$31,545,409	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$23,546,485	\$0	\$23,546,485	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$15,000,539	\$4,600,000	\$19,600,539	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$414,458,562	\$34,115,860	\$448,574,422	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>								
Classified	827	0	827	0	0	0	0	0
Unclassified	1	0	1	0	0	0	0	0
TOTAL T.O. POSITIONS	828	0	828	0	0	0	0	0
Other Charges Positions	9	0	9	5	5	5	5	5
Non-TO FTE Positions	0	0	0	0	0	0	0	0
TOTAL POSITIONS	837	0	837	5	5	5	5	5
<b>*Dedicated Fund Accounts:</b>								
Reg. Fees & Self-generated	\$1,518,473	\$0	\$1,518,473	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>								
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Technology Services

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$34,115,860	\$0	\$0	\$0	\$34,115,860
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$29,515,860	\$0	\$0	\$0	\$29,515,860
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$4,600,000	\$0	\$0	\$0	\$4,600,000
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$0	\$34,115,860	\$0	\$0	\$0	\$34,115,860
<b>OVER / (UNDER)</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	0	0	0	0	0	0
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	0	0	0	0	0	0

## **BA-7 QUESTIONNAIRE**

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### **GENERAL PURPOSE**

This BA-7 increases the appropriation out of Interagency Transfers by \$34,115,860 to be received from various state agencies for information technology support.

### **REVENUES**

\$34,115,860 Interagency Transfer Revenue received from various state agencies for information technology support.  
R.S. 39:15.3, R.S. 39:245

### **EXPENDITURES**

\$29,515,860 Professional Services - This authority will provide for the contract amendment that supports the continued efforts for Edlink system (DOE), COVID-19 response (LDH/OPH), GIS Application and Support (DOTD), and Records Management (ORM).

\$4,600,000 Acquisitions - This will provide for the procurement of IPADS, Chromebooks, and Learning Management Systems (LMS). In response to the coronavirus, Early Childhood has a need for devices (DOE).

**\$34,115,860 Total Expenditures**

### **OTHER**

Budget Contact Name: Kerri Traxler

Title: Director of Budget Services, Office of Finance and Support

Email: Kerri.Traxler@la.gov

Phone Number: 225-342-5943

BA-7 SUPPORT INFORMATION



Customer Agency	Brief Description	Amount
DOE	Early Childhood IPADS and Chromebooks	3,000,000.00
DOE	Early Childhood for an LMS	100,000.00
DOE	Early Childhood helpdesk support contract	1,500,000.00
DOE	Edlink	481,250.00
LDH	COVID-19	10,160,272.00
DCFS	Deloitte IE- 2000473611 (IE/LITE)	11,179,797.00
DCFS	Deloitte IE- 2000473611 - (SNAP E&T)	1,500,070.00
DOTD	GIS System Support	5,354,400.00
ORM	Records Mgmt. Initiative	840,071.00
	<b>Total</b>	<b>34,115,860.00</b>

CARES Funds received from RESREM grant funding for remediation, learning lost and tutoring (DOE recipient).

Cares funds (ESSER1 Funds (DOE recipient)) This is to funding for LMS and the helpdesk support for this initiative.

This new phase was added after the budget development for the Data Warehouse Support component. Edlink is replacement of the transactional systems with one transactional system that includes data from both Early Childhood and K12.

CARES Act Funding reponse efforts (LDH recipient)

Amount of projected changed from what was originally projected for Fiscal Year 21.

New federal money received by DCFS for this new project component

New project phase. This phase creates a DOTD infrastructure asset and project management portal. The two vendors are Arcadis and Transcend.

New initiative that started after the fiscal year. The vendors involved with this initiative are 22nd Century, Antares, CCS Global Tech, Dataman USA, Globalpundits, and Insight Global.



Christopher A. Keaton  
Legislative Fiscal Officer

**STATE OF LOUISIANA**  
Legislative Fiscal Office  
**BATON ROUGE**

Post Office Box 44097  
Capitol Station  
Baton Rouge, Louisiana 70804  
Phone: 225.342.7233  
Fax: 225.342.7243

To: The Honorable Mack "Bodi" White, Chairman  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: Christopher A. Keaton, Legislative Fiscal Officer *CAK*  
Alan Boxberger, LFO Staff Director *AB*

Date: March 12, 2021

Subject: Joint Legislative Committee on the Budget  
Meeting March 19, 2021

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the March 19th meeting of the Joint Legislative Committee on the Budget.

The LFO recommends approval of all BA-7's.

Please contact me if you have questions or need additional information.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: Agriculture & Forestry

AGENDA NO.: 1

AGENCY: Agriculture & Forestry

ANALYST: Patrice Thomas

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Management & Finance	\$0	0
Interagency Transfers:	\$0	Agricultural & Environmental Sciences	\$0	0
Self-Generated Revenue:	\$0	Animal Health & Food Safety	\$0	0
Statutory Dedications:	\$171,561	Agro-Consumer Services	\$0	0
Federal Funds:	\$0	Forestry	\$171,561	0
		Soil & Water Conservation	\$0	0
<b>Total</b>	<b><u>\$171,561</u></b>	<b>Total</b>	<b><u>\$171,561</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 request is to increase Statutory Dedications budget authority by \$171,561 in the Wildfire Suppression Subfund within the Forestry program. The source of revenue is the severance tax on timber. As of 3/05/2021, the unobligated balance in the Wildfire Suppression Subfund was \$485,597 and was recognized by the Revenue Estimating Conference (REC) on 1/19/21.

Act 25 of the 2nd Extraordinary Session reallocated 25% of revenue from the severance tax levied on timber into the newly created Wildfire Suppression Subfund within the Forest Protection Fund beginning October 28, 2020. The remaining 75% of revenue is allocated to the Forest Protection Fund. Per Act 25, funding from the Wildfire Suppression Subfund is used to hire and retain forest firefighters. The Department of Agriculture and Forestry (LDAF) will use the funding to hire 14 new firefighters as well as purchase accompanying supplies and equipment.

The expenditures associated with this BA-7 request are as follows:

**Personal Services - \$157,293**

The department will hire 14 Forestry Crew Specialist 1 positions with an average salary and related benefits of \$59,091. This request is for two and half months of salary (\$89,937) and related benefits (\$67,356). The annual salaries are based on the State Civil Service Protective Schedule (PS) pay grid at the PS-104 pay level midpoint of \$33,405. Related benefits are calculated at 43% of annual salaries.

**Operating Services - \$7,134**

Lease of service vehicles at a rate of \$415 per month (\$4,980 per year). The department anticipates replacing vehicles with over 150,000 miles with leased vehicles; therefore, the size of the department's fleet will not increase.

**Supplies - \$7,134**

The purchase of uniforms and protective clothing for new firefighters (\$3,304) as well as fuel cost associated with service vehicles (\$4,100).

	FY 21 2.5 Months	FY 22 Annualized
<u>14 New Forestry Crew Specialist 1 positions</u>		
Annual salary of \$33,405	\$89,937	\$467,670
Related Benefits at 43% of salaries	<u>\$67,356</u>	<u>\$350,255</u>
Sub-Total	\$157,293	\$817,925
Operating Services	\$7,134	\$28,538
Supplies	<u>\$7,134</u>	<u>\$28,537</u>
<b>Total</b>	<b><u>\$171,561</u></b>	<b><u>\$875,000</u></b>

March 19, 2021

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**II. IMPACT ON FUTURE FISCAL YEARS**

This BA-7 request is annualized at \$875,000 in the Governor's FY 22 Executive Budget. On 1/9/21, the REC recognized projected revenues in the out years sufficient to cover the projected annualized expenditure of \$875,000.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**March 19, 2021**

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: Ancillary

AGENDA NO.: 2

AGENCY: Technology Services

ANALYST: Monique Appeaning

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T. O.</u>
State General Fund:	\$0	Technology Services	\$34,115,860	0
Interagency Transfers:	\$34,115,860			
Self-Generated Revenue:	\$0			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$34,115,860</u></b>	<b>Total</b>	<b><u>\$34,115,860</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of the BA-7 request is to increase Interagency Transfers budget authority by \$34,115,860 within the Office of Technology Services (OTS) for a sundry of services for the Department of Transportation and Development, the Department of Children and Family Services, the Department of Education, the Department of Health, and the Office of Risk Management.

**Historical Budget vs Actuals Comparisons**

The historical budget vs actual comparisons for OTS reflects the agency has experienced material excess budget authority across several fiscal years as depicted below.

	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21 (as of 3/7/21)
Budget	\$316.0 M	\$348.1 M	\$419.8 M	\$394.0 M	\$433.4 M	\$414.5 M
Actual	<u>(\$269.7 M)</u>	<u>(\$262.5 M)</u>	<u>(\$316.6 M)</u>	<u>(\$360.9 M)</u>	<u>(\$431.6 M)</u>	<u>(\$290.3 M)</u>
Difference	\$46.3 M	\$85.6 M	\$103.2 M	\$33.1 M	\$11.8 M	\$124.2 M

While in the current fiscal year the agency has \$124.2 M remaining in budget authority, the agency has encumbrances associated with various contracts that total \$83.4M. This in essence brings the remaining budget authority to \$40.8 M. OTS reports they have reviewed the \$83.4 M in encumbrances and it reflects the anticipated expenditures for specific items reserved for the remainder of the fiscal year.

As a result of the increased service needs, assuming it is permitted to modify its budget expenditure categories OTS projects an additional \$34,115,860 need in budget authority for anticipated expenditures in the current fiscal. The details of what is needed are based on the agency projections below.

**Budget Adjustments Needed**

	<u>Existing Budget</u>	<u>Projected Budget</u>	<u>Difference</u>
Salaries	\$59,521,802	\$58,189,703	\$1,332,099
Other Compensation	\$1,274,865	\$1,901,557	(\$626,692)
Related Benefits	\$31,858,232	\$30,776,723	\$1,081,509
Travel & Training	\$262,152	\$56,367	\$205,785
Operating Services	\$139,564,358	\$139,533,092	\$31,266
Supplies	\$8,894,095	\$9,786,258	(\$892,163)
Professional Services	\$102,990,625	\$132,053,634	(\$29,063,009)
Other Charges	\$31,545,409	\$30,787,289	\$758,120
Interagency Transfers	\$23,546,485	\$26,699,879	(\$3,153,394)
Acquisitions / Cap. Outlay	<u>\$15,000,539</u>	<u>\$19,564,538</u>	<u>(\$4,563,999)</u>
<b>Total</b>	<b>\$414,458,562</b>	<b>\$449,349,039</b>	<b>(\$34,890,477)</b>

The agency explained that it has established master agreements with an estimated 40 – 50 providers, developers, etc. to provide staff augmentation for specific projects as needed. Several items included in this BA-7 justification require staff augmentation. Based on information from OTS the items included were not contemplated during the budget development process for various reasons. The reasons range from items that were not requested by the specific department/agencies for service, the funding was not provided/awarded to the state at the time of budget development, or the agency with the project need did not communicate it to OTS for it to be included in the budget request. Nevertheless, the information on the following page explains in greater detail the projects connected to the additional Interagency Transfers budget authority.

# LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

## Department of Children and Family Services (DCFS)

### Supplemental Nutrition Assistance Program (SNAP) / Temporary Assistance to Needy Families (TANF)

**\$11,179,797** (original source is 50% federal and 50% SGF) – Louisiana Integrated Technology Eligibility (LITE)

The LITE system supports the operations of the SNAP and TANF programs in DCFS. DCFS recently fully transitioned from its legacy system to LITE with LITE moving from a system development posture to a maintenance and enhancement posture. OTS is requesting to increase IAT budget authority for this service in FY 21.

**\$1,500,070** (original source is 50% federal and 50% IAT) – Education and Training Activity

DCFS received federal funds to support the development of a new system component for the Employment and Training activity. OTS will provide support for new and unplanned system enhancements to support changing state and federal requirements.

Both aforementioned items are included in a proposed contract amendment with Deloitte Consulting, LLP with an effective date of April 1, 2021, to provide staff augmentation support for the scope of these projects. This will increase the contract by \$15 M from \$150 M to \$165 M. NOTE: The remaining \$2,320,133 of the contract amendment will be utilized in FY 22 for unidentified needs such as unexpected changes in federal requirements.

## Department of Health - Office of Public Health (OPH)

**\$10,160,272** (original source is 100% federal) – COVID Related Activities

OTS reports that in response to the COVID pandemic, OPH experienced the need to expand existing capabilities and develop new business processes. Many of these expanded business functions rely on IT systems to support operations. Additional IT support is needed or requested in the following areas: expanded analytics operations to collect and manage data associated with COVID testing and disease surveillance, enhancement of existing systems for vaccination records, deployment of a scheduling portal to support vaccination activities, and development of a vaccination record validation solution.

## Department of Transportation and Development (DOTD)

**\$5,354,400** (original source is 80% TTF-Federal and 20% TTF-Regular) – Geographic Information System (GIS) System Projects

DOTD has two major GIS projects underway. The first project is the acquisition of high resolution aerial imagery and high resolution land surface elevation data. OTS provides IT support for the processing of the raw data that is collected to transform it into the finished work product to support DOTD engineering operations. The second project creates a location based project and asset management & reporting system. This project will integrate information across the various DOTD asset, engineering, and construction project systems and create a consolidated location based management system that provides access to DOTD information on road and bridge assets and construction projects based on this precise location across the state. OTS is providing technology services in the development of this solution and is requesting to increase the IAT budget authority for this service for FY 21.

## Department of Education (DOE) – Early Childhood

**\$3,000,000** (original source is 100% federal) – Computers (iPads and Chromebooks)

OTS reports that DOE received direct CARES grants from the Education Stabilization Fund to support the implementation of technology for distance learning in the pre-K early childhood programs. OTS support includes the acquisition of 5,140 Chromebook devices (\$350 each), 2,446 Apple iPad devices (\$400 each), plus protective break resistant cases (\$35 each). The remaining \$137,000 is for broadband connection antennae for the devices.

**\$1,600,000** (original source is 100% federal) – Learning Management System (LMS)

OTS states that it will support the deployment of an LMS to publish digital course content for early childhood programs at a cost of \$100,000 and \$1.5 M is for the initiation of technical helpdesk support for the new recipients of these devices. The funding is provided through the Elementary and Secondary School Emergency Relief Fund I (ESSER 1).

**\$481,250** (original source is 100% federal) – Edlink

DOE is currently in a multiyear effort to unify its early childhood systems and improve kindergarten readiness. To assist with this endeavor, DOE is building a system that is seamless from birth through grade twelve (12). DOE approved the addition of a data management and learning analytics component to the current phase of development. This component will utilize the PowerSchool/Hoonuit analytics platform. The funding is provided through the Child Care and Development Fund (CCDF).

## Division of Administration - Office of Risk Management

**\$840,071** (original source is 75% IAT and 25% SGR) - Records Management Initiative Information

The Office of Risk Management is the custodian of a large volume of public records. A significant amount of these records are retained and managed as paper documents or archived on obsolete media such as microfiche. The Records Management engagement will modernize this system to convert paper and fiscal media documents into a digital format. Once digitized the records will be indexed and loaded into a document content management system. New business processes will be developed to capture and retrieve digital records utilizing the document content management system for ongoing operations.

## II. IMPACT ON FUTURE FISCAL YEARS

The Legislative Fiscal Office anticipates increased budget authority for ongoing maintenance and system updates once these new projects are fully operational.

## III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The Legislative Fiscal Office recommends approval of this BA-7 request.

March 19, 2021

**DIVISION OF ADMINISTRATION  
Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE  
ON THE  
BUDGET**

**Briefing Book**

**FOR**

**March 2021**

**TABLE OF CONTENTS**  
**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
**March 2021**

**Combination of Appropriations Request**

**1**

**Tornado Recovery and Facilities Improvements  
Woman's Softball Facility and Associated Infrastructure  
Louisiana Tech University  
Ruston, Louisiana  
State Project Nos.: 19-625-20-01 and 19-625-20-02**

Facility Planning and Control  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

February 18, 2021

The Honorable Bodi White, Chairman  
Joint Legislative Committee on the Budget  
P. O. Box 44294 Capitol Station  
Baton Rouge, Louisiana 70804

Re: **Combination of Appropriations Request  
Tornado Recovery and Facilities Improvements  
Women's Softball Facility and Associated Infrastructure  
Louisiana Tech University  
Ruston, Louisiana  
State Project Nos.: 19-625-20-01 and 19-625-20-02**

Dear Chairman White:

On April 25, 2019, a tornado destroyed the Baseball Stadium and the Women's Softball and Soccer Complex at Louisiana Tech University. Act 2 of 2020 includes two appropriations for the replacement of those athletic facilities – one in the amount of \$40,500,000 and the other in the amount of \$1,000,000. Combining the two appropriations will allow for the complete design and construction of a new Baseball Stadium and a new Women's Softball and Soccer Complex.

Therefore, Facility Planning and Control is requesting to combine the individual appropriations for design and construction of a new Baseball Stadium and a new Women's Softball and Soccer Complex, for accounting and audit purposes.

Please place this item on the agenda for the next meeting of the committee.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark A. Moses".

Mark A. Moses  
Director

A handwritten signature in blue ink, appearing to read "Jay Dardenne".

Jay Dardenne  
Commissioner of Administration

CC: Mr. Stephen Losavio, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Travis McIlwain, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Linda Hopkins, House Fiscal Division  
Mr. Mark Mahaffey, House Fiscal Division  
Mr. Daniel Waguespack, House Fiscal Division  
Ms. Katie Andress, House Fiscal Division  
Ms. Martha Hess, Senate Counsel  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division  
Ms. Sara McCann, FPC  
Mr. Sam Wallace, Louisiana Tech University

State of Louisiana's U.S. Treasury

# Emergency Rental Assistance Program

BRIEFING PACKET FOR

# Joint Legislative Committee of the Budget

*March 19, 2021*



# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program

## Briefing Packet Contents

March 18, 2021

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- **Program Overview**
- **Applicant Journey – Renter**
- **Document Checklist – Renter**
- **Document Checklist – Landlord**
- **Program Budget**
- **Program Progress**
- **Program Delivery Team**

# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program



If you live in Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Orleans or St. Tammany Parish, you must apply directly to the program in your parish.

## STRUGGLING TO PAY RENT DUE TO COVID?

The State of Louisiana is launching the U.S. Treasury Emergency Rental Assistance Program to provide emergency rental assistance to Louisiana residents who are at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic.

The program is funded through the federal Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (H.R. 133). This relief package includes \$25 billion for emergency rental assistance, of which \$161 million has been allocated to the state to provide assistance in 57 Louisiana parishes.

**Both landlords and renters may apply.**

The program can provide assistance for past-due rent and forward rent payments for applicants.

## HOW TO APPLY?

### State Program

**The State of Louisiana is administering the program in 57 parishes.**

Information on how to apply can be found at [www.LAStateRent.com](http://www.LAStateRent.com) or by phone at **877-459-6555**, Monday to Friday, **8 a.m. to 5 p.m.**

If you previously applied for the Louisiana Emergency Rental Assistance Program (LERAP) program and reside within a parish participating in the state program, you will be contacted with information regarding the next steps.

### Local Program

The following seven parishes and local governments have elected to administer their own programs. If you live in or have rental property in one of these parishes, you are not eligible to apply to the state program. Local programs may vary in terms of eligibility, prioritization, benefits, and application process, and applicants are encouraged to reach out to those programs directly.

- **Caddo Parish**
- **Calcasieu Parish**
- **East Baton Rouge Parish**
- **Jefferson Parish**
- **Lafayette Parish**
- **Orleans Parish**
- **St. Tammany Parish**

## WHO CAN APPLY?

### Tenants

**Tenants may be eligible for rental assistance under the program if the following requirements are met:**

- Tenant resides in a rental unit within a parish covered by the program
- At least one individual in the household qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs or experienced other financial hardship due directly or indirectly to COVID-19
- Tenant has received a past due rent notice, past due utility notice, or an eviction notice or is experiencing housing instability
- Household income does not exceed 80% of area median income limit (AMI) for the parish, as defined by the Department of Housing and Urban Development (HUD)

### Landlords

**Landlords may also apply on behalf of their tenants and will be required to accept the following conditions to receive payment under the program:**

- Forgive late fees, penalties, interest and not charge for court costs incurred during the period for which rent arrears assistance is received, or prior to April 2020
- Not evict a tenant for past due rent prior to April 2020
- Not evict a tenant for at least 60 days after assistance ends unless eviction is for cause other than non-payment of rent

# WHAT DOES THE PROGRAM COVER?

The state program provides financial assistance to cover rent costs for Louisiana renters who are behind on their rent and/or at risk of eviction due to COVID-19. Eligible uses for the program are limited to:

## Past-Due Rent

Rental arrears dating back to as early as April 1, 2020

## Forward Rent

Forward rent paid in increments of up to three months

## PROGRAM GOALS



Keep people housed during the COVID-19 pandemic by preventing evictions for failure to pay rent



Prioritize applicants who previously applied to the Louisiana Emergency Rental Assistance Program (LERAP)



Serve the maximum number of households



Ensure equitable geographic distribution of assistance



Compensate landlords for unpaid rent during COVID-19 eviction moratoria

To learn more about the U.S. Treasury Emergency Rental Assistance Program, please visit <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>.

Additional information about the state rental assistance program can be found at [www.LAStateRent.com](http://www.LAStateRent.com).

**Email:** [info@LAStateRent.com](mailto:info@LAStateRent.com) | **Call:** (877) 459-6555

**Contact Center Hours of Operation:** Monday – Friday, 8 a.m. – 5 p.m.



# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program

## APPLICANT JOURNEY - RENTER



### 1 CREATE A PROFILE

Visit [LAStateRent.com](https://LAStateRent.com) and click APPLY NOW to access the Application Portal. You will then be prompted to register with a unique username and password. Once created, you can begin the application process and access your application at any time to check on its status.



### 2 COMPLETE THE APPLICATION

The online application allows you to quickly enter information about you and your household, your rental unit, your household income sources, and the COVID-19 financial impact to your household. For a list of documents required and recommended in support of your application, refer to the checklist available on [LAStateRent.com](https://LAStateRent.com). Either a renter or a landlord can start the application process, but both must submit information in order to be eligible. Whichever party (renter or landlord) starts their application first will be required to invite the other to finish their part of the application.



### 3 SUBMIT

Once your required documentation is uploaded and your application indicates it is 100% complete, the system will prompt you to submit your application. You will receive a confirmation email following submission. Your landlord will also receive an email notifying them of your application and inviting them to complete the requirements necessary to process your application.



### 4 ELIGIBILITY REVIEW

Your application will be assigned to a case manager for review to ensure completeness and accuracy of all required eligibility documentation. Case managers will contact both renters and landlords via application portal to obtain any additional documentation required to complete processing.



### 5 APPROVAL NOTIFICATION

When your rental assistance is approved, you and your landlord will receive an email confirmation detailing the amount to be paid to your landlord on your behalf.



### 6 FUNDING

Your landlord will be paid rental assistance on your behalf in the form of an electronic funds transfer or via check.

Both landlords and renters may apply. The program can provide assistance for past-due rent and forward rent payments for applicants.

# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program

## RENTER DOCUMENT CHECKLIST

### INCOME DOCUMENTS (REQUIRED FOR ALL APPLICATIONS)

Renters must provide documentation to substantiate income for all household members age 18 or older. Renters should provide income documentation on an ANNUAL basis. If not available, the MONTHLY option is available. If a renter has no income documentation, select option #3 Income Self-Certification.

Option 1. Renter must provide one (1) of the following for **annual** income:

- IRS form series 1040 (preferred)
- W-2 wage statements for 2020
- Interest statements
- Unemployment compensation statements

Option 2. Renter must provide one (1) of the following for **monthly** income:

- Two most recent months of pay stubs
- Signed wage/payment schedule from employer(s)
- Unemployment compensation statements

Option 3. Income Self-Certification

- If you are unable to provide income documentation, select the appropriate box within the application

Note: Option 3 requires additional verification steps which may require more time for processing

### PROOF OF OBLIGATION TO PAY RENT (REQUESTED TO EXPEDITE PROCESSING)

Renters will be requested to provide a valid agreement detailing monthly rent amounts and additional terms.

The applicant is requested to provide one (1) of the following to establish eligibility:

- Copy of current lease (preferred)
- Other documentation detailing rental agreement between landlord and renter and obligation which may include cancelled rental checks, money orders, etc.

### PROOF OF CURRENT HOUSING INSTABILITY (REQUESTED TO EXPEDITE PROCESSING)

Renters will be requested to provide documentation detailing the risk of experiencing homelessness or housing instability.

The applicant is requested to provide any of the following that apply:

- Past due rent notice
- Past due utility notice
- Eviction Notice

### PHOTO IDENTIFICATION (REQUESTED TO EXPEDITE PROCESSING)

Renters will be requested to provide proof identification

The renter will be requested to provide the following to establish eligibility:

- Government issued photo ID

# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program

## LANDLORD DOCUMENT CHECKLIST

### PROOF OF AUTHORITY TO RENT PROPERTY (REQUIRED FOR ALL APPLICATIONS)

Landlords must supply documentation detailing authority for rental property and obligation for rent amount.

The landlord must provide one (1) of the following to establish ownership of property:

- 2020 property tax statement or printout from parish tax assessor establishing property ownership
- Deed or other legal document detailing property ownership
- Other documentation establishing authority to rent property

### PROOF OF TAXPAYER IDENTIFICATION (REQUIRED FOR ALL APPLICATIONS)

Landlords must supply social security number or taxpayer identification number on Form W-9

The landlord must provide the following to establish eligibility:

- Form W-9\*

\*Instructions for completing the W-9 form will be on the application portal

### IDENTITY VERIFICATION (REQUIRED FOR ALL APPLICATIONS)

Landlords must provide a government-issued photo ID as part of the digital signature verification process.

The landlord must provide the following to establish eligibility:

- Government-issued Photo ID

### LEASE DOCUMENTATION (REQUESTED TO EXPEDITE PROCESSING)

Landlords are requested to provide a valid agreement detailing monthly rent amounts and additional terms.

The landlord is requested to provide one (1) of the following to establish eligibility:

- Copy of current lease (preferred)
- Other documentation demonstrating a rental agreement between landlord and renter which may include copies of rental checks, money orders, ledgers, etc.

# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program Program Budget

As of March 17, 2021

<b>Total Allocation for Louisiana</b>	<b>\$308,042,376</b>
<b>U.S. Treasury Direct Payments to Local Governments</b>	<b>\$59,377,809</b>

<b>U.S Treasury Direct Payment to State of Louisiana</b>	<b>\$ 248,664,567</b>	<b>80.7%</b> <i>Percent of Total State Allocation (\$308M)</i>
<b>Administrative Budget</b>	<b>Amount</b>	<b>Percentage of State Allocation Only (\$249M)</b>
Louisiana Housing Corporation	12,249,345	4.93%
GOHSEP	50,000	0.0%
Division of Administration (DOA)/ Office of Technology Services (OTS)	1,850,000	0.74%
<b>Total Administrative Budget</b>	<b>\$14,149,345</b>	<b>5.69%</b>

<b>Louisiana Housing Corporation (LHC): State Allocations to 57 Parishes</b>	<b>\$145,373,030</b>	<b>58.46%</b>
<b>Additional ERAP Funding to 7 Parishes Directly Funded</b>	<b>\$86,267,588</b>	<b>34.69%</b>
<b>Remaining Funds for Additional Assistance/Expenses</b>	<b>\$2,874,603</b>	<b>1.16%</b>

Local Parish Government	Direct Funding to 7 Parishes by US Treasury <sup>1</sup>	Additional State ERAP Funding to 7 Parishes Directly Funded	Total
City of Baton Rouge	\$6,567,060	\$7,946,142	\$14,513,202
Caddo Parish	7,162,471	8,666,590	15,829,062
Calcasieu Parish	6,066,112	7,339,996	13,406,109
East Baton Rouge Parish	-	14,420,438	14,420,438
Jefferson Parish	12,896,200	15,604,402	28,500,602
Lafayette Parish	7,287,290	8,817,622	16,104,912
Orleans Parish	11,633,425	14,076,444	25,709,870
St. Tammany Parish	7,765,248	9,395,950	17,161,198
	<b>\$59,377,809</b>	<b>\$86,267,588</b>	<b>\$145,645,397</b>

<sup>1</sup> Awards were made directly to each local government by the US Treasury

Agency	IAT Agreement Amount
Louisiana Housing Corporation	\$157,622,375
DOA/OTS	1,850,000
	<b>\$159,472,375</b>

Agency	Maintained by GOHSEP
GOHSEP Admin	\$50,000
GOHSEP Subgrant Agreement with 7 Parishes Directly Funded	86,267,588
Remaining Funds	2,874,603
	<b>\$89,192,191</b>

<b>Disbursement to State from US Treasury</b>		<b>\$248,664,567</b>
<b>Admin Budget - 10% of Total State Funding (based on federal allowance)</b>		<b>\$24,866,457</b>
<b>LHC Admin Budget</b>		
	<i>Salaries/Benefits</i>	<i>\$200,000</i>
	<i>Operating Costs</i>	<i>40,500</i>
	<i>Supplies</i>	<i>6,000</i>
	<i>Travel</i>	<i>3,500</i>
	<i>Professional Services – Program Delivery and Outreach</i>	<i>11,999,345</i>
	<b>Total</b>	<b>\$12,249,345</b>
<b>GOHSEP Admin Budget</b>		<b>\$50,000</b>
<b>DOA Budget including Office of Community Development and Internal Audit – 7 LGUs</b>		
	<i>Salaries/Benefits</i>	<i>\$117,500</i>
	<i>Travel</i>	<i>2,500</i>
	<i>Professional Services - Communications</i>	<i>130,000</i>
	<i>Professional Services - QA/QC Review</i>	<i>650,000</i>
<b>DOA Budget including Office of Community Development and Internal Audit – 57 Parishes</b>		
	<i>Salaries/Benefits</i>	<i>117,500</i>
	<i>Travel</i>	<i>2,500</i>
	<i>Professional Services - Communications</i>	<i>130,000</i>
	<i>Professional Services - QA/QC Review</i>	<i>650,000</i>
		<b>\$1,800,000</b>
<b>Office of Technology Services Budget</b>		<b>\$50,000</b>
<b>Total Admin Budget for State Agencies</b>		<b>\$14,149,345</b>
<b>Administrative Budget as % of State Allocation Only (\$249M)</b>		<b>5.69%</b>

# State of Louisiana's U.S. Treasury Emergency Rental Assistance Program

## Program Status

As of March 17, 2021

**Program launched and first application taken on March 5, 2021.**

Parish	Parish Population	Rental Assistance Allocation	Applications	Funds Disbursed	% Disbursed
Acadia	62,045	\$3,700,151	146		
Allen	25,627	1,528,306	32		
Ascension	126,604	7,550,229	320		
Assumption	21,891	1,305,504	44		
Avoyelles	40,144	2,394,051	87		
Beauregard	37,497	2,236,193	25		
Bienville	13,241	789,648	15		
Bossier	127,039	7,576,171	331	\$5,100	.07%
Caldwell	9,918	591,476	14		
Cameron	6,973	415,846	3		
Catahoula	9,494	566,190	5		
Claiborne	15,670	934,505	22		
Concordia	19,259	1,148,541	25		
De Soto	27,463	1,637,799	32		
East Carroll	6,861	409,167	5		
East Feliciana	19,135	1,141,146	22		
Evangeline	33,395	1,991,563	104		
Franklin	20,015	1,193,626	52		
Grant	22,389	1,335,203	27		
Iberia	69,830	4,164,422	296		
Iberville	32,511	1,938,845	113		
Jackson	15,744	938,918	23		
Jefferson Davis	31,594	1,870,680	49		
Lafourche	97,614	5,821,364	203		
LaSalle	14,892	888,108	6		
Lincoln	46,742	2,787,533	181		
Livingston	140,789	8,396,173	354		
Madison	10,951	653,080	53		
Morehouse	24,874	1,483,400	67		
Natchitoches	38,158	2,275,612	96		
Ouachita	153,279	9,141,034	820		
Plaquemines	23,197	1,383,390	30		
Pointe Coupee	21,730	1,295,903	75	36,545	2.82%
Rapides	129,648	7,731,762	463		

Parish	Parish Population	Rental Assistance Allocation	Applications	Funds Disbursed	% Disbursed
Red River	8,442	503,452	7		
Richland	20,122	1,200,007	36		
Sabine	23,884	1,424,360	25		
St Bernard	47,244	2,817,470	288		
St Charles	53,100	3,166,702	120		
St Helena	10,132	604,238	21		
St James	21,096	1,258,093	35	1,250	.1%
St John The Baptist	42,837	2,554,652	236		
St Landry	82,124	4,897,594	263		
St Martin	53,431	3,186,442	118		
St Mary	49,348	2,942,946	167		
Tangipahoa	134,758	8,036,505	749		
Tensas	4,334	258,465	2		
Terrebonne	110,461	6,587,515	384		
Union	22,108	1,318,445	24		
Vermilion	59,511	3,549,032	113		
Vernon	47,429	2,828,503	60		
Washington	10,830	645,864	117		
Webster	15,568	928,422	68		
West Baton Rouge	46,194	2,754,852	84		
West Carroll	38,340	2,286,466	10		
West Feliciana	26,465	1,578,282	17		
Winn	13,904	829,187	7		
<b>TOTAL</b>		<b>\$145,373,031</b>	<b>7,091</b>	<b>\$42,895</b>	<b>.03%</b>

### Applications Referred to Local Programs

Parish	Applications	Program Status
Caddo	1,003	Under development, scheduled to launch April 1
Calcasieu	357	Launched March 15
East Baton Rouge	2,354	Launched March 16
Jefferson	865	Launched March 1
Lafayette	625	Under development
Orleans	1,375	Launched February 15
St Tammany	400	Under development
<b>TOTAL</b>	<b>6,979</b>	

State of Louisiana's U.S. Treasury

# Emergency Rental Assistance Program

# Program Delivery Team

## CSRS



**Total Contract Value: \$11,999,345**





**LOUISIANA LOTTERY CORPORATION**

**FINANCIAL PLAN**

**FOR THE FISCAL YEAR ENDING JUNE 30, 2022**



February 25, 2021

Board of Directors, Louisiana Lottery Corporation  
Joint Legislative Committee on the Budget, Louisiana Legislature

### **Budget Message**

The mission of the Louisiana Lottery Corporation as defined by statute is to offer the best possible lottery games in order to maximize revenue to the state while insuring the integrity of the lottery, the dignity of the state, and the general welfare of its citizens. Every year during the budgeting process, the Lottery renews its commitment to this mission. The financial plan for the fiscal year ending (FYE) June 30, 2022 reflects this commitment.

Act No. 318 of the 2020 Regular Session of the Louisiana Legislature reduced the Lottery's required minimum state transfer percentage from 35% to 25% of gross revenues effective August 1, 2020. This reduction in the mandated transfer percentage provides flexibility to offer games with higher prize payouts to Lottery players. Over time, a greater operating budget allocation to prizes should result in increases in sales and funds transferred to the state treasury. These expectations are reflected in our financial plan.

Total revenue and transfers to the state treasury for the fiscal year ended June 30, 2020 were \$511.9 million and \$179.2 million, respectively. Total revenue for the current 2021 fiscal year is projected at \$572.1 million and is budgeted for the 2022 fiscal year at \$587.8 million. These estimates result in projected transfers to the state for FYE June 30, 2021 of \$192.2 million and budgeted transfers of \$192.9 million for FYE June 30, 2022.

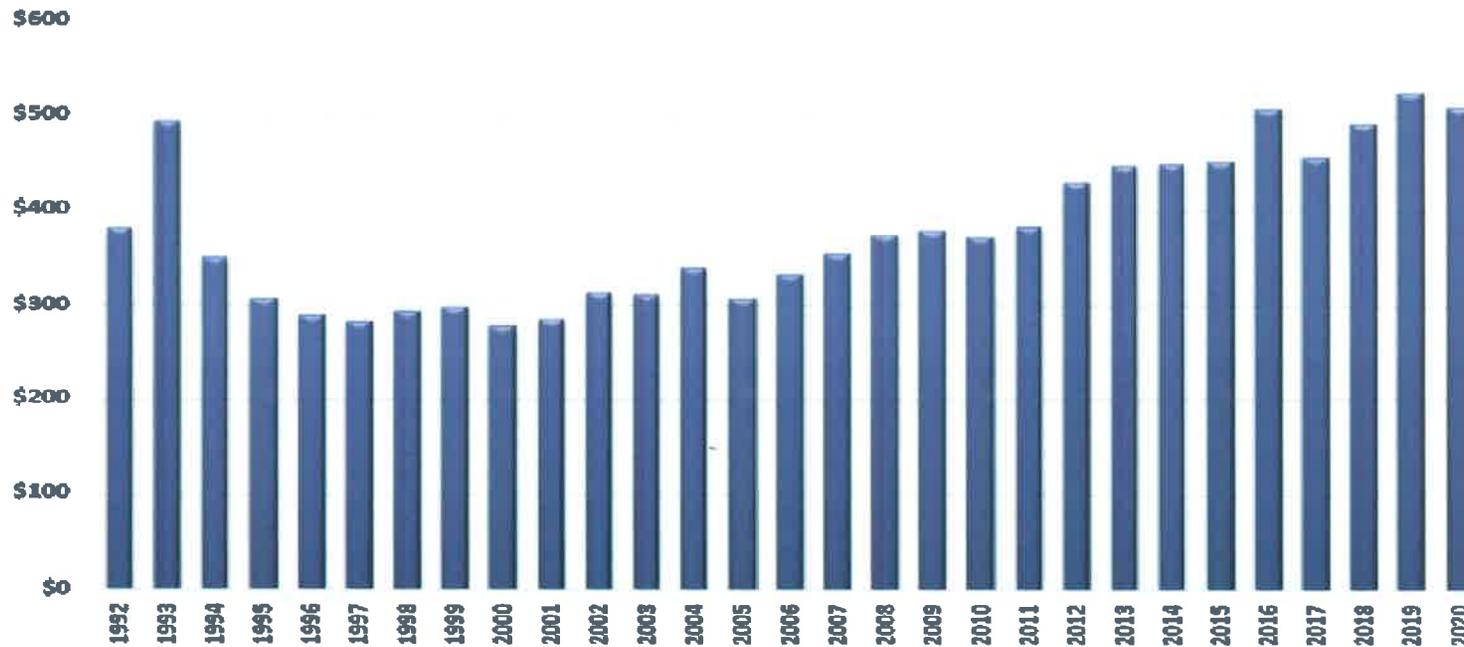
The operating budget is focused on the funding of prize structures for our games, providing steady and adequate compensation to our retailers, supporting our games and our retailers through advertising and marketing programs,

operating efficiently, maintaining competitive salaries and benefits for our employees, and providing training and professional development for our workforce.

The estimated revenue, expenses, and transfer to the state result in a balanced budget for your review and approval.

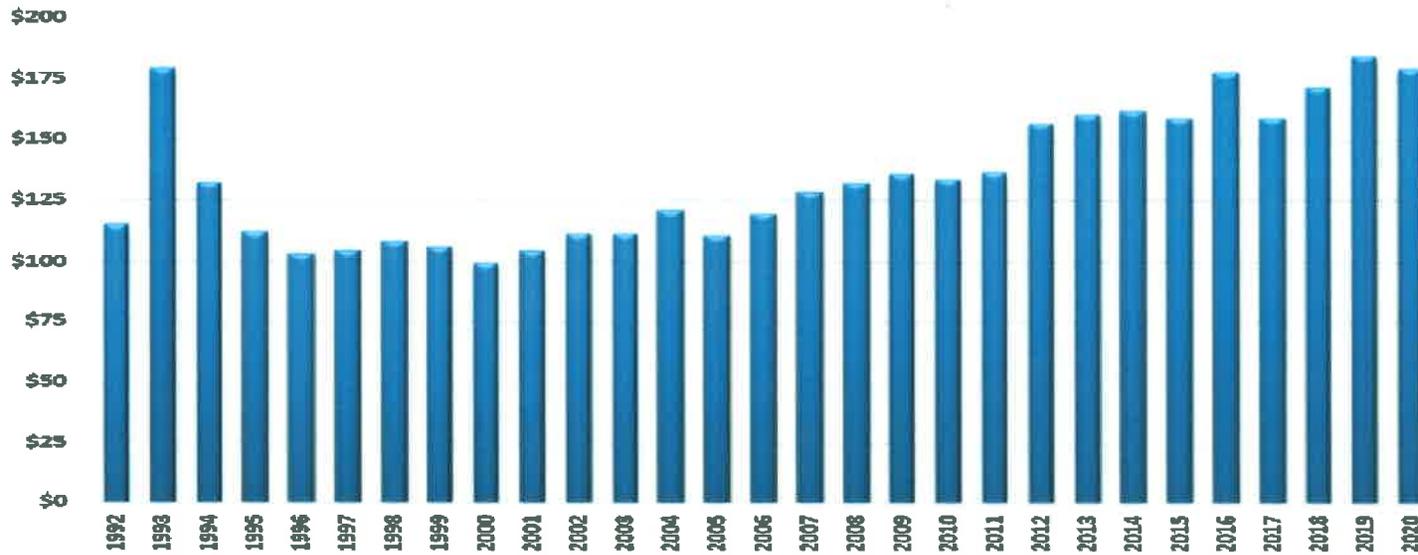
Graphical presentations of historical Lottery sales and transfers to the state are presented below for informational purposes.

## History of Total Sales (in \$millions)



# History of State Transfers

(in \$millions)



We have prepared a comprehensive package with financial comparisons and narrative explanations. The sections of our plan are listed in the table of contents. We are committed to providing thorough and relevant financial information to be used in the budget decision-making process. Should additional information or explanations become necessary please feel free to contact us.

Respectfully submitted,

LOUISIANA LOTTERY CORPORATION

Rose J. Hudson  
President and CEO

**LOUISIANA LOTTERY CORPORATION  
FINANCIAL PLAN  
FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

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**Louisiana Lottery Corporation**  
**Income Statement**  
**For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>% of Revenue</u>	<u>Projected 6/30/2021</u>	<u>% of Revenue</u>	<u>Budgeted 6/30/2022</u>	<u>% of Revenue</u>	<u>*Variance Increase (Decrease)</u>
<b>Revenue</b>							
<b>Ticket Sales</b>							
Instant							
Instant- Scratch-Off	\$264,626,376	51.70%	\$299,385,000	52.34%	\$311,000,000	52.91%	\$11,615,000
Instant- Fastplay	0	0.00%	0	0.00%	12,633,000	2.15%	12,633,000
Total Instant	<u>264,626,376</u>	<u>51.70%</u>	<u>299,385,000</u>	<u>52.34%</u>	<u>323,633,000</u>	<u>55.06%</u>	<u>24,248,000</u>
Draw-Style							
<i>Jackpot Games</i>							
Powerball	57,184,920	11.17%	61,315,000	10.72%	57,000,000	9.70%	(4,315,000)
Mega Millions	38,088,888	7.44%	42,775,000	7.48%	38,000,000	6.46%	(4,775,000)
Lotto	21,228,876	4.15%	23,000,000	4.02%	23,000,000	3.91%	0
Easy 5	10,436,511	2.04%	11,230,000	1.96%	11,100,000	1.89%	(130,000)
<i>Daily Games</i>							
Pick 3	62,884,994	12.28%	72,125,000	12.61%	67,076,000	11.41%	(5,049,000)
Pick 4	54,659,475	10.68%	61,585,000	10.77%	57,274,000	9.74%	(4,311,000)
Pick 5	0	0.00%	0	0.00%	10,083,000	1.72%	10,083,000
Total Draw-Style	<u>244,483,664</u>	<u>47.76%</u>	<u>272,030,000</u>	<u>47.55%</u>	<u>263,533,000</u>	<u>44.83%</u>	<u>(8,497,000)</u>
<b>Total Ticket Sales</b>	<b><u>509,110,040</u></b>	<b><u>99.46%</u></b>	<b><u>571,415,000</u></b>	<b><u>99.89%</u></b>	<b><u>587,166,000</u></b>	<b><u>99.89%</u></b>	<b><u>15,751,000</u></b>
<b>Other Revenue</b>							
Interest Income	1,144,094	0.22%	620,000	0.11%	620,000	0.11%	0
Net (Decr.) Incr. In Fair Value	1,390,040	0.27%	0	0.00%	0	0.00%	0
Retailer License Fees	4,675	0.00%	10,000	0.00%	10,000	0.00%	0
Retailer Security Deposits	1,880	0.00%	0	0.00%	0	0.00%	0
Miscellaneous Revenue	221,297	0.04%	0	0.00%	0	0.00%	0
Gain-Asset Disposals	13,926	0.00%	0	0.00%	0	0.00%	0
Total Other Revenue	<u>2,775,912</u>	<u>0.54%</u>	<u>630,000</u>	<u>0.11%</u>	<u>630,000</u>	<u>0.11%</u>	<u>0</u>
<b>Total Revenue</b>	<b><u>\$511,885,952</u></b>	<b><u>100.00%</u></b>	<b><u>\$572,045,000</u></b>	<b><u>100.00%</u></b>	<b><u>\$587,796,000</u></b>	<b><u>100.00%</u></b>	<b><u>\$15,751,000</u></b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Income Statement  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>% of Revenue</u>	<u>Projected 6/30/2021</u>	<u>% of Revenue</u>	<u>Budgeted 6/30/2022</u>	<u>% of Revenue</u>	<u>*Variance Increase (Decrease)</u>
<b>Expenses</b>							
<b>Prize Expense</b>							
Instant- Scratch-Off	\$156,008,388	30.48%	\$182,625,000	31.92%	\$191,265,000	32.54%	\$8,640,000
Instant- Fastplay	0	0.00%	0	0.00%	8,338,000	1.42%	8,338,000
Draw-Style	<u>121,906,784</u>	<u>23.82%</u>	<u>135,803,000</u>	<u>23.74%</u>	<u>131,572,000</u>	<u>22.38%</u>	<u>(4,231,000)</u>
Total Prize Expense	<u>277,915,172</u>	<u>54.29%</u>	<u>318,428,000</u>	<u>55.66%</u>	<u>331,175,000</u>	<u>56.34%</u>	<u>12,747,000</u>
Retailer Compensation	<u>28,877,437</u>	<u>5.64%</u>	<u>32,571,000</u>	<u>5.69%</u>	<u>33,469,000</u>	<u>5.69%</u>	<u>898,000</u>
<b>Operating Expenses</b>							
<b>Direct Expenses</b>							
Lottery System Vendor Fees	3,727,894	0.73%	4,300,000	0.75%	4,408,000	0.75%	108,000
Cost of Scratch-Off Tickets	3,168,538	0.62%	3,578,000	0.63%	3,712,000	0.63%	134,000
Courier Service	<u>900,629</u>	<u>0.18%</u>	<u>1,138,000</u>	<u>0.20%</u>	<u>1,182,000</u>	<u>0.20%</u>	<u>44,000</u>
Total Direct Expenses	<u>\$7,797,061</u>	<u>1.52%</u>	<u>\$9,016,000</u>	<u>1.58%</u>	<u>\$9,302,000</u>	<u>1.58%</u>	<u>\$286,000</u>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation**  
**Income Statement**  
**For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>% of Revenue</u>	<u>Projected 6/30/2021</u>	<u>% of Revenue</u>	<u>Budgeted 6/30/2022</u>	<u>% of Revenue</u>	<u>*Variance Increase (Decrease)</u>
<b>General Operating Expenses</b>							
Advertising	\$6,429,461	1.26%	\$7,250,000	1.27%	\$7,250,000	1.23%	\$0
Contract Labor	246,398	0.05%	280,000	0.05%	280,000	0.05%	0
Depreciation	403,523	0.08%	400,000	0.07%	400,000	0.07%	0
Equipment Lease	44,964	0.01%	45,000	0.01%	45,000	0.01%	0
Insurance	592,270	0.12%	700,000	0.12%	805,000	0.14%	105,000
Postage	36,934	0.01%	40,000	0.01%	40,000	0.01%	0
Professional Fees (page 15)	339,677	0.07%	362,000	0.06%	397,000	0.07%	35,000
Rent	254,239	0.05%	260,000	0.05%	268,000	0.05%	8,000
Repairs & Maintenance	291,773	0.06%	345,000	0.06%	345,000	0.06%	0
Salaries and Benefits (page 9)	8,244,984	1.61%	8,436,000	1.47%	9,310,000	1.58%	874,000
Supplies (page 12)	307,898	0.06%	430,000	0.08%	430,000	0.07%	0
Communications Network	102,043	0.02%	110,000	0.02%	110,000	0.02%	0
Telephone	108,077	0.02%	110,000	0.02%	110,000	0.02%	0
Information Technology	294,777	0.06%	300,000	0.05%	300,000	0.05%	0
Multi-State Lottery	165,477	0.03%	165,000	0.03%	165,000	0.03%	0
Travel (page 10)	79,174	0.02%	5,000	0.00%	50,000	0.01%	45,000
Uncollectible Accounts	(10,028)	0.00%	50,000	0.01%	50,000	0.01%	0
Utilities	137,307	0.03%	150,000	0.03%	150,000	0.03%	0
Other General & Admin. (page 4)	387,926	0.08%	393,000	0.07%	408,000	0.07%	15,000
<b>Total Gen Operating Expenses</b>	<u>18,456,874</u>	<u>3.61%</u>	<u>19,831,000</u>	<u>3.47%</u>	<u>20,913,000</u>	<u>3.56%</u>	<u>1,082,000</u>
<b>Total All Operating Expenses</b>	<u>26,253,935</u>	<u>5.13%</u>	<u>28,847,000</u>	<u>5.04%</u>	<u>30,215,000</u>	<u>5.14%</u>	<u>1,368,000</u>
<b>Net Income</b>	<u>178,839,408</u>	<u>34.94%</u>	<u>192,199,000</u>	<u>33.60%</u>	<u>192,937,000</u>	<u>32.82%</u>	<u>738,000</u>
Payments to State Treasury	179,159,426	35.00%	192,199,000	33.60%	192,937,000	32.82%	738,000
<b>(Decrease) Increase in Retained Earnings</b>	<u>(\$320,018)</u>	<u>-0.06%</u>	<u>\$0</u>	<u>0.00%</u>	<u>\$0</u>	<u>0.00%</u>	<u>\$0</u>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Income Statement  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>% of Revenue</u>	<u>Projected 6/30/2021</u>	<u>% of Revenue</u>	<u>Budgeted 6/30/2022</u>	<u>% of Revenue</u>	<u>*Variance Increase (Decrease)</u>
<b>Other General &amp; Administrative Supporting Detail</b>							
Bank Charges	\$117,688	0.02%	\$120,000	0.02%	\$120,000	0.02%	\$0
Dues & Subscriptions	49,668	0.01%	45,000	0.01%	45,000	0.01%	0
Freight	1,950	0.00%	2,000	0.00%	2,000	0.00%	0
Recruiting	27	0.00%	1,000	0.00%	1,000	0.00%	0
Employee Training	16,434	0.00%	5,000	0.00%	20,000	0.00%	15,000
Seminars	39,777	0.01%	40,000	0.01%	40,000	0.01%	0
Services Purchased	161,437	0.03%	180,000	0.03%	180,000	0.03%	0
Taxes & Licenses	945	0.00%	0	0.00%	0	0.00%	0
<b>Total Other Gen. &amp; Admin.</b>	<b><u>\$387,926</u></b>	<b><u>0.08%</u></b>	<b><u>\$393,000</u></b>	<b><u>0.07%</u></b>	<b><u>\$408,000</u></b>	<b><u>0.07%</u></b>	<b><u>\$15,000</u></b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Summary of Means of Financing,  
Expenditures and Fund Balance  
For the Fiscal Years Ending as Shown**

<b>MEANS OF FINANCING</b>	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>State General Fund (Direct)</b>				
<b>State General Fund By:</b>				
Fees & Self-Generated Revenues:				
1) Licenses	\$6,555	\$10,000	\$10,000	\$0
2) Sales of Goods and Services	509,110,039	571,415,000	587,166,000	15,751,000
3) Other (Penalties and Misc. Revenue)	221,297	0	0	0
4) Investment Income (Expense)	2,534,135	620,000	620,000	0
5) Gain on Disposal of Assets	13,926	0	0	0
<b>Total Means of Financing</b>	<u>\$511,885,952</u>	<u>\$572,045,000</u>	<u>\$587,796,000</u>	<u>\$15,751,000</u>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Summary of Means of Financing,  
Expenditures and Fund Balance  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>EXPENDITURES (ACCRUAL BASIS)</b>				
<b>Salaries and Benefits: (page 9)</b>				
Salaries	\$6,077,855	\$6,418,424	\$6,929,207	\$510,783
Related Benefits	2,167,128	2,017,576	2,380,793	363,217
<b>Total Salaries and Benefits</b>	<u>8,244,983</u>	<u>8,436,000</u>	<u>9,310,000</u>	<u>874,000</u>
<b>Contract Labor-Board Members' Compensation (page 14)</b>	<b>144,577</b>	<b>144,799</b>	<b>145,000</b>	<b>201</b>
<b>Operating Expenses:</b>				
Travel (page 10)	79,174	5,000	50,000	45,000
Operating Services (page 11)	17,137,625	19,469,201	19,883,000	413,799
Supplies (page 12)	307,898	430,000	430,000	0
<b>Total Operating Expenses</b>	<u>17,524,697</u>	<u>19,904,201</u>	<u>20,363,000</u>	<u>458,799</u>
<b>Professional Services: (page 15)</b>				
Accounting	172,107	189,000	189,000	0
Research and Management Consulting	45,443	50,000	85,000	35,000
Legal	110,127	119,000	119,000	0
Other	12,000	4,000	4,000	0
<b>Total Professional Services</b>	<u>339,677</u>	<u>362,000</u>	<u>397,000</u>	<u>35,000</u>
<b>Other Charges: (page 13)</b>				
Prize Expense and Retailer Compensation	306,792,610	350,999,000	364,644,000	13,645,000
<b>TOTAL EXPENDITURES (ACCRUAL BASIS)</b>	<u>\$333,046,544</u>	<u>\$379,846,000</u>	<u>\$394,859,000</u>	<u>\$15,013,000</u>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Summary of Means of Financing,  
Expenditures and Fund Balance  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>Net Income</b>	<b>\$178,839,408</b>	<b>\$192,199,000</b>	<b>\$192,937,000</b>	<b>\$738,000</b>
<b>Less Payments to State Treasury (required and surplus)</b>	<b>179,159,426</b>	<b>192,199,000</b>	<b>192,937,000</b>	<b>738,000</b>
<b>Fund Balance at Beginning of Year</b>	<b>13,104,987</b>	<b>12,784,969</b>	<b>12,784,969</b>	<b>0</b>
<b>Fund Balance at End of Year</b>	<b><u>12,784,969</u></b>	<b><u>12,784,969</u></b>	<b><u>12,784,969</u></b>	<b><u>0</u></b>
<b>Reservations of Fund Balance (page 8)</b>	<b>\$12,784,969</b>	<b>\$12,784,969</b>	<b>\$12,784,969</b>	<b>\$0</b>
<b>Nonaccrual Charges</b>				
Capital Expenditures (page 16)	201,367	532,000	500,000	(32,000)
<b>Total Nonaccrual Charges</b>	<b><u>\$201,367</u></b>	<b><u>\$532,000</u></b>	<b><u>\$500,000</u></b>	<b><u>(\$32,000)</u></b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation**  
**Specified Uses of Retained Earnings (Net Position)**  
**For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>
<b>Specified Uses of Retained Earnings:</b>		
Land	\$1,542,415	\$1,542,000
Buildings (Net of Accumulated Depreciation)	2,279,630	2,150,000
Other Capital Assets (Net of Accumulated Depreciation)	423,931	583,969
New Capital Expenditure Purchases	532,000	500,000
Retailer Security Deposits	193,215	195,000
Deposits	13,778	14,000
Litigation and Prize Reserve	7,800,000	7,800,000
	<u>7,800,000</u>	<u>7,800,000</u>
<b>Total Retained Earnings</b>	<b><u>\$12,784,969</u></b>	<b><u>\$12,784,969</u></b>

**Louisiana Lottery Corporation  
Schedule of Salaries and Benefits  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>% of Salaries</u>	<u>Projected 6/30/2021</u>	<u>% of Salaries</u>	<u>Budgeted 6/30/2022</u>	<u>% of Salaries</u>	<u>*Variance Increase (Decrease)</u>
<b>Employees-Permanent Positions (page 18)</b>	<b>120</b>		<b>120</b>		<b>120</b>		<b>0</b>
Salaries at Full Employment	\$6,656,795		\$6,942,187		\$7,208,666		\$266,479
Turnover and Open Positions	(641,692)		(588,763)		(344,459)		244,304
Overtime Wages	935		0		0		0
Deputies for Drawings Security	61,817		65,000		65,000		0
<b>Total Salaries</b>	<b>6,077,855</b>		<b>6,418,424</b>		<b>6,929,207</b>		<b>510,783</b>
State Retirement Contributions	36,979	0.61%	38,500	0.60%	40,040	0.58%	1,540
Supplemental Retirement Plan Expense	488,354	8.03%	279,201	4.35%	301,421	4.35%	22,220
Basic Retirement Plan Expense	286,946	4.72%	308,084	4.80%	332,602	4.80%	24,518
457(b) Retirement Plan Expense	199,593	3.28%	211,808	3.30%	228,664	3.30%	16,856
Vacation Expense Accruals	86,904	1.43%	0	0.00%	0	0.00%	0
Medicare Tax	84,856	1.40%	89,858	1.40%	97,009	1.40%	7,151
State Unemployment Tax	764	0.01%	1,926	0.03%	2,079	0.03%	153
Insurance-Health, Dental, Vision	903,580	14.87%	1,008,199	15.71%	1,295,778	18.70%	287,579
Insurance- Life	39,676	0.65%	40,000	0.62%	41,600	0.60%	1,600
Insurance-Disability	39,477	0.65%	40,000	0.62%	41,600	0.60%	1,600
<b>Total Benefits</b>	<b>2,167,129</b>	<b>35.66%</b>	<b>2,017,576</b>	<b>31.43%</b>	<b>2,380,793</b>	<b>34.36%</b>	<b>363,217</b>
<b>Total Salaries and Benefits</b>	<b>\$8,244,984</b>		<b>\$8,436,000</b>		<b>\$9,310,000</b>		<b>\$874,000</b>
<b>Compensation of Board Members (page 14)</b>	<b>\$144,577</b>		<b>\$144,799</b>		<b>\$145,000</b>		<b>\$201</b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Schedule of Operating Expenses  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>Travel</b>				
In-State:				
Administrative	\$4,945	\$250	\$2,000	\$1,750
Field Travel	19,921	250	12,000	11,750
Board Members	<u>4,181</u>	<u>1,500</u>	<u>3,000</u>	<u>1,500</u>
Total In-State	29,047	2,000	17,000	15,000
Out-of-State:				
Conference and Conventions	<u>44,471</u>	<u>0</u>	<u>28,000</u>	<u>28,000</u>
Total Out-of-State	44,471	0	28,000	28,000
Total Mileage Reimbursement	<u>5,656</u>	<u>3,000</u>	<u>5,000</u>	<u>2,000</u>
<b>Total Travel</b>	<b><u><u>\$79,174</u></u></b>	<b><u><u>\$5,000</u></u></b>	<b><u><u>\$50,000</u></u></b>	<b><u><u>\$45,000</u></u></b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Schedule of Operating Expenses  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>Operating Services</b>				
<b>Direct Expenses ***</b>				
Lottery System Vendor Fees	\$3,727,894	\$4,300,000	\$4,408,000	\$108,000
Cost of Scratch-Off Tickets	3,168,538	3,578,000	3,712,000	134,000
Courier Service	900,629	1,138,000	1,182,000	44,000
<b>Total Direct Expenses</b>	<u><b>7,797,061</b></u>	<u><b>9,016,000</b></u>	<u><b>9,302,000</b></u>	<u><b>286,000</b></u>
<b>General Operating Expenses</b>				
Advertising	6,429,461	7,250,000	7,250,000	0
Contract Labor	101,821	135,201	135,000	(201)
Depreciation	403,523	400,000	400,000	0
Equipment Lease	44,964	45,000	45,000	0
Insurance	592,270	700,000	805,000	105,000
Postage	36,934	40,000	40,000	0
Rent	254,239	260,000	268,000	8,000
Repairs & Maintenance	291,773	345,000	345,000	0
Communications Network	102,043	110,000	110,000	0
Telephone	108,077	110,000	110,000	0
Information Technology	294,777	300,000	300,000	0
Multi-State Lottery	165,477	165,000	165,000	0
Uncollectible Accounts	(10,028)	50,000	50,000	0
Utilities	137,307	150,000	150,000	0
Bank Charges	117,688	120,000	120,000	0
Dues & Subscriptions	49,668	45,000	45,000	0
Freight	1,950	2,000	2,000	0
Recruiting	27	1,000	1,000	0
Employee Training	16,434	5,000	20,000	15,000
Seminars	39,777	40,000	40,000	0
Services Purchased	161,437	180,000	180,000	0
Taxes & Licenses	945	0	0	0
<b>Total Gen Operating Exp.</b>	<u><b>9,340,564</b></u>	<u><b>10,453,201</b></u>	<u><b>10,581,000</b></u>	<u><b>127,799</b></u>
<b>Total All Operating Services</b>	<u><b>\$17,137,625</b></u>	<u><b>\$19,469,201</b></u>	<u><b>\$19,883,000</b></u>	<u><b>\$413,799</b></u>

\*\*\* These variable expenses fluctuate directly with lottery ticket sales.

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Schedule of Operating Expenses  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>Supplies</b>				
Printing	\$4,041	\$3,000	\$3,000	\$0
Office Supplies	17,464	30,000	30,000	0
Automotive Supplies	62,936	90,000	90,000	0
Scratch-Off Game Supplies- Dispensers and Delivery Bags	146,411	210,000	210,000	0
Draw-Style Game Supplies- Play Centers	30,570	50,000	50,000	0
Other Supplies	<u>46,475</u>	<u>47,000</u>	<u>47,000</u>	<u>0</u>
<b>Total Supplies</b>	<u><b>\$307,897</b></u>	<u><b>\$430,000</b></u>	<u><b>\$430,000</b></u>	<u><b>\$0</b></u>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts

**Louisiana Lottery Corporation  
Schedule of Other Charges  
For the Fiscal Years Ending as Shown**

	<u>6/30/2020</u>	<u>Projected 6/30/2021</u>	<u>Budgeted 6/30/2022</u>	<u>*Variance Increase (Decrease)</u>
<b>Other Charges</b>				
Prize Expense	\$277,915,172	\$318,428,000	\$331,175,000	\$12,747,000
Retailer Compensation	<u>28,877,438</u>	<u>32,571,000</u>	<u>33,469,000</u>	<u>898,000</u>
<b>Total Other Charges ***</b>	<b><u>\$306,792,610</u></b>	<b><u>\$350,999,000</u></b>	<b><u>\$364,644,000</u></b>	<b><u>\$13,645,000</u></b>

\*\*\* These variable expenses fluctuate directly with lottery ticket sales.

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Compensation of Board Members  
For the Fiscal Years Ending as Shown**

<u>Name of Member</u>	<u>Statutory Authority For Payment</u>	<u>Authorized Per Diem Rate Per Meeting</u>	<u>What Other Expenses Are Paid With The Exception of Travel (Itemize Type and Amount)</u>	<u>06/30/20</u>	<u>Projected 06/30/21</u>	<u>Budgeted 06/30/22</u>	<u>*Variance Increase (Decrease)</u>
<b><u>Current Board Members:</u></b>							
Roman P. Banks	R.S. 47:9004(D)	N/A	Annual Salary 15,000	\$15,000	15,000	15,000	0
William J. Black, Jr.*	R.S. 47:9004(D)	N/A	Annual Salary 15,000		6,452	\$15,000	8,548
Larry C. Cager**	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	8,347		(8,347)
Dudley A. Gautreaux, Jr.***	R.S. 47:9004(D)	N/A	Annual Salary 15,000	9,698			0
Whalen A. Gibbs	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	15,000	15,000	0
Anna M. Jones****	R.S. 47:9004(D)	N/A	Annual Salary 15,000	4,879	15,000	15,000	0
Carmen T. Jones	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	15,000	15,000	0
Blake A. McCaskill (Chairman effective February 22, 2019)	R.S. 47:9004(D)	N/A	Annual Salary 15,000	25,000	25,000	25,000	0
Cynthia H. Morrell	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	15,000	15,000	
E. Sheridan Shamburg	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	15,000	15,000	0
Sean E. Wells	R.S. 47:9004(D)	N/A	Annual Salary 15,000	15,000	15,000	15,000	0
Total Board Members: 9							
<b>Total Compensation</b>				<b>\$144,577</b>	<b>\$144,799</b>	<b>\$145,000</b>	<b>\$201</b>

\* Term began January 27, 2021  
 \*\* Term Expired January 21, 2021  
 \*\*\* Term Expired February 22, 2020  
 \*\*\*\* Term began March 4, 2020

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Detail of Professional Service Contracts  
For the Fiscal Years Ending as Shown**

<u>Contractor - Purpose of Contract</u>	<u>06/30/20</u>	<u>Projected 06/30/21</u>	<u>Budgeted 06/30/22</u>	<u>*Variance Increase (Decrease)</u>
Attorney General or other agreed upon counsel				
- retainer fee (Attorney General)	\$88,875	\$89,000	\$89,000	\$0
- legal fees (Phelps Dunbar, LLP)	21,252	30,000	30,000	0
Delehantey Consulting				
- instant ticket printing audit services		4,000	4,000	0
Emergent Method	11,750	12,000		(12,000)
- strategic planning consulting				
NASPL Standards Institute- certification of standards	12,000			0
Office of Legislative Auditor - financial and compliance audit/ observations of on-line drawings	172,107	189,000	189,000	0
Trace Security- network security audit	14,883		35,000	35,000
Vitter Tech, LLC- sales analytics project	18,810			0
To be determined - business consulting services		38,000	50,000	12,000
<b>Total Professional Service Contracts</b>	<b>\$339,677</b>	<b>\$362,000</b>	<b>\$397,000</b>	<b>\$35,000</b>

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Schedule of Acquisitions  
For the Fiscal Years Ending as Shown**

<u>Description of Capital Expenditures</u>	<u>06/30/20</u>	<u>Projected 06/30/21</u>	<u>Budgeted 06/30/22</u>	<u>*Variance Increase (Decrease)</u>
Land and Buildings	\$0	\$250,000	\$250,000	\$0
Leasehold Improvements	5,660	0	0	0
Automotive	167,600	192,000	150,000	(42,000)
Office (Furniture, Fixtures & Equipment)	1,225	0	0	0
Communications Software & Equipment	10,947	0	0	0
Data Processing Software & Equipment	15,935	40,000	50,000	10,000
Other	0	50,000	50,000	0
<b>Total Acquisitions</b>	<b>\$201,367</b>	<b>\$532,000</b>	<b>\$500,000</b>	<b>(\$32,000)</b>

Detail on page 17

\* The variance column represents the difference between budgeted 6/30/22 and projected 6/30/21 amounts.

**Louisiana Lottery Corporation  
Schedule of Acquisitions  
June 30, 2022 Financial Plan**

<b>Automotive</b>	
Vehicle Replacements for Field Staff	
6 Vans @ \$25,000	\$150,000
<b>Building and Leasehold Costs</b>	250,000
<b>Data Processing Software and Equipment</b>	
Computer, Devices, Equipment, and Software Replacements	50,000
<b>Other</b>	
Contingency	<u>50,000</u>
<b>Total Budgeted Capital Acquisitions</b>	<u><u>\$500,000</u></u>

**Louisiana Lottery Corporation**  
**Financial Plan for the Fiscal Year Ending June 30, 2022**  
**Personnel Table (LA R.S. 47:9010 A.(7))**

<b>Position/Title</b>	<b>Status</b>	<b>Current Fiscal Year Ending 6/30/2021</b>	<b>Estimated Performance Increase 4.00%</b>	<b>Budgeted Fiscal Year Ending 6/30/2022</b>
President	Filled	\$280,379		\$280,379
Senior Vice President and Secretary-Treasurer	Filled	177,651	7,106	184,757
Senior Vice President and General Counsel	Filled	152,642	6,106	158,748
Vice President of Sales	Filled	144,752	5,790	150,542
Vice President of Finance and Controller	Filled	141,641	5,666	147,307
Vice President of Information Systems	Filled	140,821	5,633	146,454
Vice President of Marketing	Filled	129,347	5,174	134,521
Vice President of Internal Audit	Filled	127,591	5,104	132,695
Vice President of Security and Compliance	Filled	126,329	5,053	131,382
Vice President of Human Resources	Open	102,463	4,099	106,562
Director of Finance	Filled	98,384	3,935	102,319
Director of Systems & Programming	Filled	94,897	3,796	98,693
Director of Products	Filled	94,492	3,780	98,272
Director of Information Technology	Filled	94,479	3,779	98,258
Art Director	Filled	93,364	3,735	97,099
Broadcast Producer	Filled	87,659	3,506	91,165
Communications Manager	Filled	85,166	3,407	88,573
Regional Sales Manager - Baton Rouge	Filled	79,501	3,180	82,681
Network Administrator	Filled	74,167	2,967	77,134
Regional Sales Manager - Monroe	Filled	73,219	2,929	76,148
Regional Sales Manager - Alexandria	Filled	73,042	2,922	75,964
Regional Sales Manager - New Orleans	Filled	73,042	2,922	75,964
Accounts Receivable and Procurement Manager	Filled	73,040	2,922	75,962
Regional Sales Manager - Lafayette	Filled	71,251	2,850	74,101
Corporate Accounts Representative	Filled	69,819	2,793	72,612

**Louisiana Lottery Corporation**  
**Financial Plan for the Fiscal Year Ending June 30, 2022**  
**Personnel Table (LA R.S. 47:9010 A.(7))**

<b>Position/Title</b>	<b>Status</b>	<b>Current Fiscal Year Ending 6/30/2021</b>	<b>Estimated Performance Increase 4.00%</b>	<b>Budgeted Fiscal Year Ending 6/30/2022</b>
Computer Operations Supervisor	Filled	69,438	2,778	72,216
Senior Accountant	Filled	65,983	2,639	68,622
Distribution Center Manager	Filled	61,868	2,475	64,343
Accounting & Payroll Associate	Filled	60,571	2,423	62,994
Executive Administrative Assistant	Filled	58,700	2,348	61,048
Accounting & Payroll Associate	Filled	58,070	2,323	60,393
Sales Representative - Baton Rouge	Filled	58,063	2,323	60,386
Marketing Coordinator	Filled	56,884	2,275	59,159
Sales Support Manager	Filled	56,471	2,259	58,730
Regional Trainer - Shreveport	Open	59,117	2,365	61,482
Systems Administrator	Filled	53,894	2,156	56,050
Sponsorship Coordinator	Filled	53,404	2,136	55,540
Senior Communication Specialist	Filled	53,404	2,136	55,540
Sales Representative - Alexandria	Filled	53,303	2,132	55,435
Sales Representative - Lafayette	Filled	53,281	2,131	55,412
Executive Assistant	Open	51,267	2,051	53,318
Prize Payment Manager	Filled	53,099	2,124	55,223
Sales Representative- New Orleans	Filled	52,610	2,104	54,714
Sales Representative - Lafayette	Filled	52,139	2,086	54,225
Sales Representative - Shreveport	Filled	52,139	2,086	54,225
Internal Auditor	Filled	52,120	2,085	54,205
Sales Representative - Baton Rouge	Filled	51,249	2,050	53,299
Sales Representative - Lafayette	Filled	50,527	2,021	52,548
Sales Representative - Lafayette	Filled	50,179	2,007	52,186
Sales Representative - Monroe	Open	51,267	2,051	53,318

**Louisiana Lottery Corporation**  
**Financial Plan for the Fiscal Year Ending June 30, 2022**  
**Personnel Table (LA R.S. 47:9010 A.(7))**

<b>Position/Title</b>	<b>Status</b>	<b>Current Fiscal Year Ending 6/30/2021</b>	<b>Estimated Performance Increase 4.00%</b>	<b>Budgeted Fiscal Year Ending 6/30/2022</b>
Sales Representative - Lafayette	Open	51,267	2,051	53,318
Sales Representative - Baton Rouge	Open	51,267	2,051	53,318
Sales Representative - Baton Rouge	Open	51,267	2,051	53,318
Sales Representative - Alexandria	Open	51,267	2,051	53,318
Quality Assurance Manager	Open	51,267	2,051	53,318
Graphic Designer	Filled	50,005	2,000	52,005
Sales Representative - Lafayette	Filled	49,998	2,000	51,998
Sales Representative - Monroe	Filled	49,998	2,000	51,998
Sales Representative - Monroe	Filled	49,998	2,000	51,998
Sales Representative- New Orleans	Filled	49,998	2,000	51,998
Sales Representative- New Orleans	Filled	49,998	2,000	51,998
Sales Representative - Shreveport	Filled	49,998	2,000	51,998
Sales Representative - Shreveport	Filled	49,623	1,985	51,608
Sales Representative - Lafayette	Filled	49,408	1,976	51,384
Internal Auditor	Filled	49,324	1,973	51,297
Sales Representative- New Orleans	Filled	48,728	1,949	50,677
Sales Representative- New Orleans	Filled	47,376	1,895	49,271
Graphic Designer	Filled	47,222	1,889	49,111
Sales Representative - Alexandria	Filled	47,012	1,880	48,892
Sales Representative - Baton Rouge	Filled	47,012	1,880	48,892
Sales Representative - Monroe	Filled	47,012	1,880	48,892
Sales Representative- New Orleans	Filled	47,012	1,880	48,892
Software Quality Assurance Analyst	Filled	46,212	1,848	48,060
Sales Representative - Baton Rouge	Filled	45,967	1,839	47,806
Human Resources Representative	Filled	45,620	1,825	47,445

**Louisiana Lottery Corporation**  
**Financial Plan for the Fiscal Year Ending June 30, 2022**  
**Personnel Table (LA R.S. 47:9010 A.(7))**

<b>Position/Title</b>	<b>Status</b>	<b>Current Fiscal Year Ending 6/30/2021</b>	<b>Estimated Performance Increase 4.00%</b>	<b>Budgeted Fiscal Year Ending 6/30/2022</b>
Sales Representative- New Orleans	Filled	45,486	1,819	47,305
Sales Support Coordinator	Filled	44,752	1,790	46,542
Communication Specialist	Open	45,636	1,825	47,461
Senior Licensing Customer Service Representative	Filled	43,215	1,729	44,944
Special Investigator	Filled	42,597	1,704	44,301
Sales Support Coordinator	Filled	42,441	1,698	44,139
Billing & Accounts Receivable Customer Service Representative	Filled	42,338	1,694	44,032
Information Technology Tech Support Analyst	Open	45,636	1,825	47,461
Special Investigator	Filled	41,635	1,665	43,300
Drawing Manager	Filled	40,772	1,631	42,403
Administrative Coordinator	Filled	40,494	1,620	42,114
Communications Specialist	Filled	40,010	1,600	41,610
Special Investigator	Open	45,636	1,825	47,461
Compliance Coordinator	Filled	40,010	1,600	41,610
Distribution Center Assistant Manager	Filled	38,497	1,540	40,037
Administrative Assistant	Filled	38,486	1,539	40,025
Regional Office Assistant - Alexandria	Filled	35,569	1,423	36,992
Regional Office Assistant - Shreveport	Filled	35,569	1,423	36,992
Sales Support Coordinator	Filled	35,096	1,404	36,500
Retailer Licensing Customer Service Representative	Filled	34,698	1,388	36,086
Sales Support Coordinator	Filled	32,896	1,316	34,212
Sales Support Coordinator	Open	36,446	1,458	37,904
Business Analyst Intern	Open	45,636	1,825	47,461
Regional Office Asst - Monroe	Filled	32,252	1,290	33,542
Prize Payment Customer Service Representative	Filled	31,953	1,278	33,231

**Louisiana Lottery Corporation**  
**Financial Plan for the Fiscal Year Ending June 30, 2022**  
**Personnel Table (LA R.S. 47:9010 A.(7))**

<b>Position/Title</b>	<b>Status</b>	<b>Current Fiscal Year Ending 6/30/2021</b>	<b>Estimated Performance Increase 4.00%</b>	<b>Budgeted Fiscal Year Ending 6/30/2022</b>
Prize Payment Customer Service Representative	Filled	31,953	1,278	33,231
Regional Office Assistant - Lafayette	Filled	31,891	1,276	33,167
Regional Office Assistant - New Orleans	Filled	31,891	1,276	33,167
Regional Office Assistant - Alexandria	Filled	31,747	1,270	33,017
Equipment Coordinator	Open	32,758	1,310	34,068
Computer Operator	Filled	31,163	1,247	32,410
Regional Office Asst - Shreveport	Filled	31,151	1,246	32,397
Warehouse / Mail Clerk	Open	29,544	1,182	30,726
Regional Office Assistant	New	31,030	1,241	32,271
Warehouse / Mail Clerk	Filled	29,983	1,199	31,182
Regional Office Assistant - New Orleans	Filled	29,927	1,197	31,124
Regional Office Assistant - Monroe	Filled	28,899	1,156	30,055
Regional Office Assistant - Lafayette	Filled	28,745	1,150	29,895
Regional Office Assistant - New Orleans	Filled	28,719	1,149	29,868
Warehouse / Mail Clerk	Filled	27,040	1,082	28,122
Warehouse / Mail Clerk	Filled	27,040	1,082	28,122
Computer Operator	Filled	11,598	464	12,062
Warehouse / Mail Clerk	Open	29,544	1,182	30,726
Warehouse / Mail Clerk	Open	29,544	1,182	30,726
Accounting Intern	Open	18,223	729	18,952
<b>Total Salaries</b>		<b>\$6,942,187</b>	<b>\$266,479</b>	<b>\$7,208,666</b>
<b>Total Positions</b>		<b>120</b>		<b>120</b>

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**Sales**

As discussed in the budget message, the recent legislative change to the Lottery's mandated transfer percentage provides the opportunity for enhanced prize payouts that should result in higher sales and transfers to the state treasury. Current year projected results reflect early success for this strategy. Our plans for more prize payout enhancements and new games in the budget year and beyond should continue to support our mission of maximizing revenue to the state.

Sales are projected to increase by \$62.3 million in the current fiscal year and by another \$15.8 million in the budgeted fiscal year ending (FYE) June 30, 2022.

Instant scratch-off ticket sales have significantly increased during the past ten months and this trend is expected to continue through the end of the current 2021 fiscal year and the budgeted 2022 fiscal year. Strong consumer demand, an effective sales network of licensed lottery retailers, enhanced prize payouts, and effective inventory distribution and management all contribute to the success of this product.

In the budget year, the Lottery will introduce Fastplay, an instant-win game with tickets printed at the terminals at retailer locations. The prize payouts for this new game will be similar to scratch-off ticket prize structures. The addition of Fastplay to our menu of games is expected to generate sales of \$12.6 million in the budget year.

The multi-state jackpot-driven games offered in Louisiana are Powerball and Mega Millions. Both games are very similar in structure and prize offerings. Sales performance is very dependent on large jackpot levels. Sales increased for both games during the current fiscal year because of a \$731 million Powerball jackpot and a \$1 billion Mega Millions jackpot. Similar jackpot levels and the resulting fluctuation in sales cannot be reasonably predicted for a twelve-month fiscal year. Therefore, the 2022 budget for both games is conservative.

Lotto and Easy 5 sales are expected to remain fairly constant.

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The Pick 3 and Pick 4 daily numbers games have continued to perform well. Combined sales for these games are projected to exceed prior year amounts by \$16.2 million. A new daily numbers game, Pick 5, will be introduced in the budget year. Combined sales for the three daily games are expected to increase in the budget year and in future years.

**Other Revenue**

Interest income is estimated based on projected investment balances and rate of return.

Funds are held by the Lottery in a commercial banking account and short-term U.S. government money market fund to finance daily operations. Yields for money market funds dropped to near 0% in the last quarter of FYE June 30, 2020 as the Federal Reserve drastically reduced short-term interest rates in response to the economic turmoil from the COVID 19 pandemic. At this time, we cannot anticipate when rates may increase towards historical market norms.

The Lottery also holds an intermediate-term portfolio of U.S. government and agency securities. This portfolio's rate of return is in the 1.8% range. The estimated interest income generated by this investment strategy is \$620,000 in the current year and the budget year.

The change in the fair value of investments is recorded to comply with governmental accounting standards. Since the Lottery holds most of its investments until maturity, the market fluctuations have minimal impact on revenue received. No attempt is made to predict the market value changes for the budget year.

**Instant Prize Expense**

The average instant prize structure has steadily increased from 63% in fiscal year 2020, to 65% in the projected 2021 fiscal year, and then to a budget of 66% for FYE June 30, 2022. These prize payout enhancements are possible because of the legislative mandate change discussed in sales section above.

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For scratch-off games, current and long-term projections indicate that the target funding of prizes at this 66% level during the budget year is approximately 61.5% from the operating budget and 4.5% from the unclaimed prizes pool. These prize structure and funding estimates may be adjusted during or at the end of the fiscal year because of actual financial results and updated forecasts. Any adjustments could change the average prize structure percentage and the allocation of the funding of prize expense between the operating budget and the unclaimed prizes pool.

The 66% average prize structure for the new instant Fastplay game will be completely funded from the operating budget.

**Draw-style Prize Expense**

Draw-style prize expense for the Lotto and Powerball games is structured at 50% of sales. Pick 3, Pick 4, and Pick 5 have fixed prizes for the various levels of winnings. Prize expense for these games is based on historical and expected averages of 49%, 50%, and 50%, respectively. Actual prize expense for the year will vary depending on the number of drawings with high or low payouts. Prize expense may be adjusted to actual at the end of each fiscal year which may result in prize structure percentages higher or lower than the estimates included in the budget. The prize structure for Easy 5 is at 50% and at a 61% rate for the EZMatch instant-win feature included with this game. The Mega Millions game currently has a 50.5% prize structure. This percentage can increase or decrease if the funding requirement for game prize reserves is changed by the participating state lotteries.

**Retailer Compensation**

Retailer compensation consists of a sales commission for instant and draw-style ticket sales and various sales and prize cashing incentives. The total compensation is expected to remain at about 5.7% of total sales for the budget year.

**Lottery System Vendor Fees**

The lottery system vendor provides and maintains the retailer terminal network, the gaming computer system, and all related communication networks. The contractual compensation for these services is a commission rate of 2.6% of

**Louisiana Lottery Corporation  
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terminal-generated sales. In addition, the vendor provides various optional equipment and services. Total costs for these options are expected to be \$150,000 in 2021 and in the 2022 budget year. Vendor fees are reflected net of a weekly communication fee charged to all retailers.

**Cost of Scratch-Off Tickets**

Under the terms of the scratch-off ticket printing and related services contract, the Lottery's ticket printer is compensated at a rate of 1.155% of instant ticket sales. Licensing fees for specialty games and printing options not included in the base price are provided at additional costs. We have included \$120,000 of these expenses in both the current and budget years.

**Courier Service**

Courier costs include the fees charged by carriers to deliver instant scratch-off game ticket packs to retailer locations. These expenses increase over the three years presented in this plan because of the increase in scratch-off ticket sales.

**Advertising**

Advertising expense includes media placement, production, point-of-sale production, publications, promotional merchandise, sports sponsorships, and special events. These costs are estimated at \$7.25 million in the current and budget years.

**Contract Labor**

Contract labor includes board member salaries and the use of temporary staffing agencies. These costs are expected to remain fairly constant.

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**Depreciation**

Depreciation expense includes the spreading of the costs of capital expenditures over the estimated useful lives of the assets.

**Equipment Lease**

Copier, mailroom, and security system equipment lease costs are included in this item.

**Insurance**

This expense category includes premiums for business insurance. The policies purchased by the Lottery include coverage for directors and officer's liability, errors and omissions, crimes against the corporation, retirement plan fiduciary liability, cyber risk, standard automobile liability, general liability, worker's compensation claims, and property. The commercial insurance markets are very unpredictable and increases in premiums are usually driven by claims of the insured, losses incurred by the carriers because of catastrophic events, and the carrier's investment returns. The COVID-19 pandemic and a very active 2020 hurricane season has impacted capacity and pricing for certain lines of insurance. Because we cannot predict the impact of these events or other factors that can potentially affect our insurance costs, the budget for FYE June 30, 2022 includes an estimated 15% increase in premiums for all policy renewals.

**Postage**

This line item includes all postage meter rates for routine business mailings and bulk mailings to retailers and players. Postage should remain at approximately \$40,000 in the budget year.

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**Professional Fees**

These costs include legal fees, financial and compliance audit fees, and other professional service expenses. Explanations of these contractual costs are as follows:

- Legal fees are expected to remain consistent in the projected and budgeted years.
- Independent audit reviews of the Lottery's instant ticket printer are projected and budgeted at \$4,000.
- A strategic planning project was initiated in 2020 and completed in 2021.
- The Legislative Auditor's fees for conducting financial and compliance audits and drawings observations should remain stable for both years.
- \$35,000 is budgeted for a network security audit.
- A business consulting contingency of \$50,000 is included to cover costs for any unanticipated needs.

**Rent**

The Lottery leases five regional offices throughout the state to accommodate the customer service needs of retailers and players. A slight increase is included in the budget year because of the expiration of one office lease.

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**Repairs and Maintenance**

Repairs and maintenance include software maintenance and support contracts, drawing machines maintenance and support, general repairs and maintenance on all equipment, automobiles, and facilities maintained by the Lottery, and janitorial services. These costs remain fairly consistent for the projected and budgeted years.

**Salaries and Benefits**

The variance in salaries and benefits is due to several factors. A 4% performance-based increase is included in the budgeted total for employee salaries. Normal employee turnover, the timing of filling open positions, and pay differences between new employees and incumbents, are reasons for total salary differences between the three years presented in this document. In addition, health, dental, and vision insurance premiums are budgeted to increase by 15%.

**Supplies**

This category includes expenses for instant ticket dispensers, instant ticket delivery bags, retailer play centers, office supplies, printing supplies, computer supplies, and fuel for the Lottery's fleet of vehicles. Costs are expected to be fairly consistent with the current year.

**Communications Network and Telephone**

Communications network is the costs associated with the Lottery's computer network between headquarters, regional offices, and the distribution center. Telephone expense includes local and long-distance phone service for the Lottery's offices, 1-800 numbers, cellular phone fees, and company internet access.

**Louisiana Lottery Corporation  
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**Information Technology**

The Lottery's gaming system is a closed system with no connection to the internet. The costs for that system are included in lottery system vendor fees discussed above.

Information technology costs are related to the Lottery's administrative system. Software, database management, computer network, and communications system services are included in this category. These services are provided by a third party through a technology infrastructure commonly referred to as the cloud. Over time this model eliminates the need for future major capital purchases of network servers and related equipment and substantial annual maintenance fees. No major changes are expected for this expense category in the budget year.

**Multi State Lottery**

The Louisiana Lottery's share of the costs associated with the administration of the Powerball and Mega Millions multi-state lottery games is included in this category. These expenses should remain consistent in the projected and budget years.

**Travel**

This line item includes all in-state mileage reimbursement, hotel costs, meal reimbursements, and other business costs for employee meetings, board meetings, and educational training. In addition, out-of-state flight costs and other travel expenses for educational industry conferences and professional conferences are included in this category.

Travel ceased for the Lottery and most other businesses during the last quarter of the 2020 fiscal year because of the COVID-19 pandemic. This pause continues throughout the current year. The travel environment may return to some form of normalcy in the second half of the 2022 budget year. Therefore, we are budgeting travel at about half of the previous years' average level.

**Louisiana Lottery Corporation  
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**Uncollectible Accounts**

This expense includes amounts due from Lottery retailers that are delinquent and not expected to be paid. The amount is reported net of recoveries from collection agencies. Average annual uncollectible accounts are about \$25,000. However, the amount and timing of these expenses are very unpredictable. Therefore, we are allocating \$50,000 for these potential costs in the projected and budget years.

**Utilities**

Electrical and other utility expenses are estimated at the five-year average of \$150,000 for both the current and budget years.

**Bank Charges**

These fees include charges for commercial treasury, investment management, and custodial services for the Lottery's bank accounts, electronic transaction processing, purchasing card processing, and investment portfolio holdings. These expenses should remain at approximately the same level for the current and budget years.

**Dues and Subscriptions**

Dues include annual membership fees to national and international lottery associations, trade organizations, and professional associations. Subscriptions are payments for trade and professional periodicals, draw-style research tools, and other educational and research materials. These costs are expected to remain consistent with the current year.

**Recruiting**

This expense includes charges for job placement advertisements for open employment positions at the Lottery throughout the fiscal year. The costs should remain at about the same level in the current and budget years.

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**Employee Training and Seminars**

Employee training consists of group meetings conducted by outside instructors for training of sales, administrative, and professional staff. Consistent with travel costs, these types of meetings have not occurred since the beginning of the pandemic. We have budgeted at about half of the historical level for these expenses because we assume that some normalcy will return in the second half of FYE June 30, 2022.

Seminars are fees paid for lottery industry conferences, professional conferences, or other trade or business gatherings for employee educational and training purposes. These programs have shifted to virtual events during the pandemic. We have utilized these events at a higher frequency because travel and in-house employee training have not been available. These costs have remained at approximately the same level throughout the three years presented in this plan.

**Services Purchased**

Expenses for retirement plan administration, payroll and human resources software services, accounting software support, shredding of unsold instant tickets, GPS fleet monitoring, cable television, email marketing, public relations monitoring services, community events setup, and collection agency fees are included in services purchased. The total budgeted cost of most of these services is expected to remain fairly consistent with the current year.

**Louisiana Lottery Corporation  
Financial Plan  
Summary of Capital Expenditure Requests  
For the Fiscal Year Ending June 30, 2022**

**Vehicle Replacements**

The Lottery has a fleet of 43 vehicles used mainly by field personnel in the Sales and Security Departments. The fleet is maintained using a preventive maintenance program and monitored on a regular basis. Once the total mileage on a vehicle reaches approximately 100,000 miles the vehicle is targeted for replacement for safety reasons and to reduce the costs of ongoing maintenance. Vehicles are purchased under state purchasing contracts if the prices offered result in a cost savings for the Lottery.

**Building and Leasehold Costs**

The downtown headquarters in Baton Rouge and our distribution center in south Baton Rouge are both owned locations. We are responsible for all repairs and maintenance for these buildings. In addition, the Lottery is responsible for maintaining the interior walls and related structures for our five leased locations throughout the state. The repairs and maintenance expense line item in our operating budget covers the routine maintenance throughout the year. This capital budget request includes funds for potential major repairs.

**Data Processing Software and Equipment**

This technology budget request includes replacements for obsolete laptops, devices, workstation computers, communications equipment, and software.

**Other**

To accommodate unexpected capital needs, the Lottery has budgeted \$50,000.



**State of Louisiana**  
Louisiana Department of Health  
Office of Management and Finance

**MEMORANDUM**

**To:** Senator Bodi White  
Chairman; Joint Legislative Committee on the Budget

**From:** Ruth Johnson  
Undersecretary 

**Date:** February 26, 2021

**Subject:** Cooperative Endeavor Agreement Louisiana Department of Health and Harmony, Inc.

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In accordance with La. R.S. 39:366.11, the Commissioner of Administration has reviewed the proposed Cooperative Endeavor Agreement (CEA) between LDH and Harmony, Inc. as evidenced by the attached letter. I am respectfully submitting the proposed CEA for review and consideration by the Joint Legislative Committee on the Budget.

**Public Purpose of the CEA**

The purpose of this CEA is to provide treatment, medical services, assistance with activities of daily living and related health services to individuals with developmental disabilities with complex or high risk needs. The CEA will authorize Harmony, Inc. to provide services at two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds, for twenty-three people with intellectual and developmental disabilities.

**Reason for the CEA with a Non-public Entity**

In August, 2020, due to damage following Hurricane Laura, Robinswood, an ICF/IID provider evacuated 108 residents to Pinecrest Supports and Services Center. Pinecrest is a 24-hour facility operated by LDH. On October 31, 2020, Robinswood inactivated its license to operate, and the LDH Office of Citizens with Developmental Disabilities began efforts to place the residents of Robinswood in ICFs across the state.

Of the 108 Robinswood residents, there are twenty-three residents for whom no private provider was identified, who was willing to assume care and support. These individuals all demonstrate "high risk" behavior and overall complex behavioral needs. These individuals are unable to remain indefinitely at Pinecrest, due to the risk they pose to themselves and others at Pinecrest. Furthermore, the behavioral presentations of these residents are similar to the individuals supported at the ICF/DD group homes on the grounds of East Louisiana Mental Health System, at which there are no current vacancies.

A request for information was published by LDH to gather information from qualified ICF/IIDs in Louisiana who may wish to serve these 23 individuals with high risk behaviors and complex behavioral support needs. LDH only received one response from the RFI, which was from Harmony, Inc. As such the department has proceeded with developing a CEA with Harmony, to support the needs of these high risk former residents of Robinswood that are need of transition to an appropriate provider for their specific needs.

**Resources Obligated by the CEA and Duration**

The proposed emergency CEA with Harmony, Inc. is for a duration of four years.

There is no payments or exchange of funds between LDH and Harmony, Inc. as part of the CEA. Harmony will enroll in Louisiana Medicaid and shall remit claims for payment/reimbursement through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid is contained in a State Plan Amendment that is pending approval at CMS and is conditioned upon consummation of this CEA. The rate for the facility housing the male recipients is \$352.08. The rate for the facility housing the female recipients is \$327.08. Since "new" ICF/IID beds require a "facility need approval" (FNR), the Department will allow these two facilities use of its excess FNR approvals. These approvals, along with the CEA, will allow the facility to bill Medicaid and receive the rates mentioned above.

Due to the urgency of placing these high risk individuals in an appropriate setting to provide care for their unique needs, your assistance in reviewing this matter is greatly appreciated.

Should you have any questions, please feel free to contact me at [ruth.johnson3@la.gov](mailto:ruth.johnson3@la.gov) or 225-342-6726.

**Attachments:**

Proposed CEA between LDH and Harmony, Inc.  
Letter from Commissioner of Administration  
Request for Information

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN LOUISIANA DEPARTMENT OF HEALTH  
OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES

AND

Harmony Center, Inc.  
2736 Florida Boulevard  
Baton Rouge, Louisiana 70802

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as "CEA" or "Agreement", is made and entered into this 24<sup>th</sup> day of January 2021 by and between the **LOUISIANA DEPARTMENT OF HEALTH, OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as "OCDD" or "State" or "Agency" or "Department"), represented herein by Julie Foster Hagan in her capacity as OCDD Assistant Secretary, and **Harmony Center, Inc.** (hereinafter referred to as "Contracting Party" or "Contractor"), represented herein by Collis B. Temple, Jr. in his capacity as Executive Director. For the purposes of this CEA, OCDD and Contractor shall generally be referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

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

1.2 WHEREAS, OCDD has the legal authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D;

1.3 WHEREAS, health-related services for Individuals with Intellectual Disabilities<sup>1</sup> who are living in Intermediate Care Facilities may be provided more cost-effectively through private providers, rather than through the existing state-operated facilities/community homes. For the purposes of this CEA, Intermediate Care Facilities for Individuals with Intellectual Disabilities ("ICF/IID") are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability;

1.4 WHEREAS, Louisiana Administrative Code Title 48, Chapter 125, Subchapter B, §12507 (N)(3)

<sup>1</sup> The term "Intermediate Care Facilities for Individuals with Intellectual Disabilities" may also be referred to as "Intermediate Care Facilities for Persons with Developmental Disabilities" for licensing purposes; see La. R.S. 40:2180.

authorizes the use of a CEA when LDH intends to downsize the enrolled bed capacity of a State owned facility with 16 or more beds in order to develop one or more community homes, and the approved beds will be owned by the State, and for such downsizing, OCDD is authorized to provide Medicaid Facility Need Review ("FNR") Approvals for such action.

**1.5 WHEREAS**, in conformity with the foregoing Code provisions, this CEA will authorize Contracting Party to provide services at two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds, for twenty-three people with intellectual and developmental disabilities at its facilities located at AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802, through the use of existing state ICF/IID Medicaid Facility Need Review (FNR) Approvals, while LDH retains ownership of these approvals through the term of this Agreement.

**1.6 WHEREAS**, in furtherance of the public purpose underlying this CEA, this CEA will provide for ongoing oversight, data collection, and technical assistance by OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents admitted during the CEA period.

**1.7 WHEREAS**, an OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by Agency for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the term of this CEA;

**1.8 WHEREAS**, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

**1.9 WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

## **ARTICLE I PREAMBLES**

**1.1** The foregoing preambles contained in 1.1 through 1.9 above, are accepted as true and correct and are incorporated herein by reference as if fully stated herein in their entirety.

## **ARTICLE II RESPONSIBILITIES OF THE PARTIES**

**2.1** OCDD shall provide the use of a maximum of twenty-three (23) Medicaid Facility Need Review Approvals ("FNR's") to Contractor to facilitate Contractor's operation and maintenance of two licensed and certified ICF/IID facilities (one facility being a 15-bed facility for men and one facility being an 8-bed facility for women), for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system, said servicing to be completed in Contractor's licensed Intermediate Care Facilities for the Developmentally Disabled defined in Paragraph 1.5 above. OCDD will retain the ownership of such Medicaid FNR Approvals, which shall automatically revert back to OCDD at the expiration or earlier termination of this CEA. Contractor shall operate its facilities, and shall maintain the licenses, Medicaid certifications, and Medicaid provider agreements at said locations. Contractor acknowledges and agrees that it shall be solely responsible for procuring and maintaining any and all applicable mandated licenses and certifications for said facilities defined in this CEA, including but not limited to State licenses and federal certifications for ICF/IIDs. Contractor agrees

to follow provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, attached hereto and made part herewith; Contract Monitor Quarterly Summary – Year, **Attachment D-1**, attached hereto and made part herewith; and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**, likewise attached hereto and made part herewith.

Anything to the contrary contained in this CEA notwithstanding, Contractor acknowledges and agrees that the total maximum number of Medicaid FNR approvals to be provided by OCDD to Contractor for the term of this CEA shall be twenty-three (23), which may only be utilized by Contractor at Contractor's licensed facilities defined in Paragraph 1.5 of this CEA.

**2.1.1** Should the license(s) for Contractor's facility(ies) be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days, during which time OCDD and Contractor shall effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall revert back to OCDD.

**2.1.2** Should the Medicaid agreement or Medicaid certification for Contractor's facility(ies) defined in this CEA be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate. Upon such termination of the CEA, the use of the Medicaid FNR approvals shall automatically revert back to OCDD.

**2.1.3** The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in this CEA. Failure to adhere to these provisions shall result in termination of this Agreement.

**2.1.4** Contractor shall utilize the Medicaid FNR approvals only for qualified Medicaid recipients properly referred and/or approved by OCDD and properly admitted to the ICF/IDD facilities listed in this CEA.

## 2.2 Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal certification and State licensing and regulatory requirements, free from deficiencies. If at any time the Contractor fails to meet any licensing requirements, Medicaid requirements, or federal certification requirements, including any federal Conditions of Participation, the Contractor will be put on notice that failure to immediately conform to licensing requirements, Medicaid requirements, and/or federal certification requirements, including federal Conditions of Participation, may result in early termination of this CEA.
- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. Contractor must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of this CEA.
- Provide opportunities as appropriate for community integration and community inclusion with individuals who do not have developmental disabilities, including vocational opportunities in accordance with licensing, Medicaid, and/or federal certification requirements.
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of this CEA, prior to commencing services. Additionally, the Contractor shall provide documentation of financial resources and financial stability periodically upon the request of OCDD throughout the term of this CEA. Contractor will be subject to requirements for ensuring costs are provided directly to patient care.

- Provide services for 23 former residents of Robinswood School, for whom no other private ICF/IID provider is able to provide support, at the facilities described in this Agreement. Contracting Party will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not be limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, Contractor will be required to accept admissions from OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.
- Admit and provide such services only to clients/residents that are referred and/or approved by OCDD to the Contractors' facilities.
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of this CEA.
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the CEA, including but not limited to the following areas: staff with specialized training and/or credentials in supporting people with behavioral health needs, extensive experience working with individuals with behavioral health/high risk needs, and/or supervisory staff with specialized training and/or credentials in supporting people with behavioral health needs. Credentials include but are not limited to certificates in behavior analysis.
- Document an established relationship with a range of qualified professionals who will serve the twenty-three (23) persons in Contractor's facilities and have the experience to do so for the term of this CEA. As part of this relationship, the Contracting Party will assure that these professionals deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consistent with Evidenced Based Practice and consistent with the expectations and guidance set by and provided by OCDD's Clinical Team.
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of this CEA that meets all licensing requirements, Medicaid requirements, and certification requirements, prior to commencing services under this CEA. Additionally, Contractor shall provide training program documentation annually and upon request of OCDD throughout the term of this CEA.
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of this CEA, prior to commencing services by providing all practices / policies to CEA Monitor. Additionally, Contractor shall provide such documentation annually and upon request of OCDD throughout the term of this CEA to include clinical documentation and review as requested by OCDD's Clinical Team.
- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of this CEA.
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
  - (1.) data collection and reporting, including but not limited to the following:
    - a. Specified behavioral incident data per individual
    - b. Restrictive practices including restraint
    - c. Psychotropic medication usage, routine and emergent use;
    - d. Emergency room visits; and
    - e. In-patient hospitalizations
  - (2.) quarterly reviews of trends and patterns of all reportable incidents;

- (3.) interventions as appropriate; and
- (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt).
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by OCDD.
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contractor's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this CEA and is made a part hereof by reference.
- Be properly licensed to do business in Louisiana and will maintain certification of good standing with the Secretary of State for the term of the CEA.
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet licensing requirements, Medicaid requirements, and federal certification requirements.
- Assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds.
- Implement and maintain for the term of this CEA an Emergency Preparedness and Evacuation Plan that conforms to licensing requirements, Medicaid requirements, and federal certification requirements.

**2.3. Performance Measures:** Contractor will follow and participate in the quality management process detailed in Attachments A, B, D, D-1 and D-2, which are attached hereto and made a part of by reference, and will document for each month, quarter, and annually, the Contractor's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this CEA. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

**2.4 Certification Statement(s): Disclosure and Certification Statement (Attachment C),** which is attached hereto and made a part hereof by reference must be fully completed, dated, and executed by a duly-authorized representative of the Contractor. Additionally, a copy of the signature authorization for the authorized representative signing on behalf of Contractor shall be attached thereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless Contractor submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. Contractor shall provide written reports quarterly to OCDD concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5** The State/Agency shall monitor the Contractor's performance of its obligations, as provided for in this CEA, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

### **ARTICLE III** **CONTRACT MONITORING**

**3.1** The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

**3.2 Monitoring Plan:** During the term of this Agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

**3.3** The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made (including clinical feedback as appropriate);
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed.
4. Identify any expenditures or reimbursements which are not applicable to this Cooperative Endeavor Agreement.
5. Alert OCDD Assistant Secretary to any concerns needing additional action/support.

**3.4** Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, the anticipated timeline for the action contemplated and any assistance which may be needed to resolve the situation.

**3.5** The Contract Monitor shall approve all admissions to the facilities, ensuring that all other community based placement options have been explored prior to admission. Upon notification of a vacancy, the Contract Monitor shall work with OCDD Central Office and Pinecrest regarding placement needs for individuals who meet the criteria in this Agreement.

#### **ARTICLE IV** **PAYMENT TERMS**

**4.1** There are no payments or exchange of funds between the Department and the Contracting Party as part of this Cooperative Endeavor Agreement. The facilities shall be enrolled in Louisiana Medicaid and shall remit claims for payment/reimbursement through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility, or any special rate applicable to a private ICF/IID defined in this CEA.

4.1.1 Because the individuals served in this CEA are identified as individuals who may not be able to be served in the traditional ICF/ IID system due to their complex behavioral support needs and high risk behavior, a specialty rate will be established for each facility. Any specialty rate will be subject to the following accountability measures:

- (a) A facility wide direct care and care related spending floor (floor) will be established at 70% from the initiation of the CEA through June 30, 2021 and no less than 70% but no greater than 94% of the direct care and care related portion of the CEA per diem rate direct care and care related payment from July 1, 2021 through the conclusion of the CEA; this percentage will be evaluated following review and analysis of the cost report information. The direct care and care related portion of the CEA rate will be calculated using the same direct care and care related percentages as the pervasive level of care for the applicable peer group. The department will allow direct care worker training as it relates to the special

training needed for these types of clients to be included in the per diem calculation.

(b) The final floor percentage will be solely determined by the department..

(c) The floor requirement will be applied to each cost reporting period in which the facility receives a specialty rate. Once care-related and direct care costs for inclusion in the floor are identified, Contractor is responsible for reporting this information on all cost reports. Contractor is required to remit to the Louisiana Department of Health (LDH) any difference between the direct care and care related per diem cost and the applicable facility floor per diem multiplied by the number of facility Medicaid days paid during the applicable cost reporting period. In no case shall the Contractor have total facility payments reduced to less than 104 percent of the total facility cost as a result of imposition of the floor. This remittance shall be payable to Louisiana Medicaid upon submission of the cost report. If upon audit/review, any additional recoupment is deemed to be owed as a result of a facility not meeting the direct care and care related floor, the recoupment is considered due to LDH upon the issuance of the original Notice of Determination. Should an informal reconsideration be requested, the recoupment will be considered due upon the issuance of the results of an informal hearing. The filing of a timely and adequate notice of an administrative appeal does not suspend the imposition of a recoupment(s). In the event the facility closes or the CEA terminates; the department reserves the right to pursue the recoupment owed from other Harmony Owned or Managed Facilities enrolled in the Louisiana Medicaid program.

(d) The facility will be required to submit short period, provider specific cost schedules and supporting documentation as determined by the department for three (3) consecutive months of operation with the last month ending prior to July 1, 2021. These short period, provider specific cost schedules and supporting documentation will be utilized in the department's consideration of the direct care and care related floor percentage and relevant activities for inclusion on the cost report. Annual Cost reports must be prepared in accordance with cost reporting instructions adopted by Louisiana Medicaid bureau and must follow requirements and timelines outlined in LAC Title 50, Part VII, subpart 3, Chapter 329.”

4.1.2 The Contractor shall only submit claims for Medicaid reimbursement for clients/residents referred and/or approved by OCDD.

4.2 Travel expenses, if any, shall not be reimbursed.

4.3 Disbursements or payment of invoices under this CEA will not be allowed for expenditures occurring between the OCDD and the Contractor as part of this CEA.

4.4 Taxes: There are no payments or exchange of funds between the OCDD and Contractor, therefore tax payments do not apply

4.5 Additional Costs and Expenses. No additional costs or expenses incurred by the Contractor in performance of this CEA shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties, and subject to a formal amendment to this CEA signed by both Parties.

## **ARTICLE V**

### **TERMINATION FOR CAUSE**

5.1 In addition to the provisions of termination related to loss of license, loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of this CEA; provided that the

State shall give the Contractor written notice specifying the Contracting Party's failure. If within thirty (30) days following receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the agreement shall terminate on the date specified in such notice.

**5.2** The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **ARTICLE VI**

### **TERMINATION FOR CONVENIENCE**

**6.1** The State may terminate this CEA at any time by giving forty-five (45) days' written notice to the Contractor. The Contractor shall be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

**6.2** Contractor may terminate the CEA at any time by giving ninety (90) days written notice to OCDD. Contractor shall be required to continue operations for up to ninety (90) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

## **ARTICLE VII**

### **OWNERSHIP AND CONFIDENTIALITY**

**7.1** All work product, including records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this CEA. All work product including records, reports, documents, or other material related to this CEA and/or obtained or prepared by the Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at the Contractor's expense at termination or expiration of this CEA. The State shall not be restricted in any way whatsoever in the use of such material.

**7.2** Furthermore, at any time during the term of this CEA, and finally at the end of this engagement, the State shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this CEA within five (5) days of receipt of written notice issued by the State and/or Agency.

**7.3** The above-referenced work product shall be held confidential by the Contractor and shall not be shared with any other entity without the express consent of the State and/or Agency.

**7.4** No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contracting Party under this Agreement shall be the subject of any copyright or application for copyright on behalf of Contracting Party.

## **ARTICLE VIII**

### NON-ASSIGNMENT

**8.1** The Contractor shall not assign any interest in this CEA and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### ARTICLE IX AUDITOR'S CLAUSE AND RECORD RETENTION

**9.1** It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contractor which relate to this CEA.

**9.2** The Contractor and any subcontractors paid under this CEA shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this CEA, whichever period is longer.

### ARTICLE X AMENDMENTS IN WRITING

**10.1** This Agreement may be modified or amended at any time by mutual consent of the parties provided that any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this CEA and approved by the Director of the Office State Procurement, Division of Administration.

### ARTICLE XI TERM OF CONTRACT

**11.1** This term of this CEA is for a maximum four-year term and shall begin on **February 1, 2021** and shall expire on **January 31, 2025** unless terminated earlier as provided for in Articles V and VI. This CEA is conditioned upon the approval of the director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

### ARTICLE XII DISCRIMINATION CLAUSE

**12.1** Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. The Contractor agrees

not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CEA.

**ARTICLE XIII**  
**INDEMNIFICATION; INSURANCE**

**13.1 Contractor's Insurance:** The Contractor shall not commence work under this CEA until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with OCDD for approval. The Contractor shall not allow any subcontractors to commence work until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of OCDD before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to OCDD and consented to by the OCDD in writing and the policies shall so provide.

**13.2 Minimum Scope and Limits of Insurance:**

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

- **Workers' Compensation**  
Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.
- **Commercial General Liability**  
Commercial General Liability insurance, including Personal and Advertising Injury Liability, and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- **Automobile Liability**  
Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- **Professional Liability (Errors and Omissions) Coverage**  
Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.
- **Medical malpractice coverage** for health care professionals providing services to the residents served.

**13.3 Deductibles and Self-Insured Retentions**

The Contractor shall be responsible for all deductibles and self-insured retentions.

**13.4 All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against State, LDH, or OCDD for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

**13.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**13.6 Verification of Coverage**

Contractor shall furnish Contract Monitor with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by Contract Monitor before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. OCDD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OCDD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the CEA.

**13.7 Workers' Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, LDH, OCDD, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The Parties also hereby agree that the LDH, OCDD and the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The Parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold LDH, OPH and the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**13.8 Indemnification/Hold Harmless Agreement**

The Contractor shall indemnify, save, and hold harmless the LDH, OCDD and State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the LDH, OCDD or State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the LDH, OCDD or State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees, and expert witness fees. The Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this CEA.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**13.9 Subcontractor Insurance**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. OCDD reserves the right to request copies of subcontractor's certificates at any time.

**13.10 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**ARTICLE XIV**  
**PARTIAL INVALIDITY; SEVERABILITY**

**14.1** If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XV**

**ENTIRE AGREEMENT; MODIFICATION**

15.1 This CEA, including any attachments that are expressly referred to in this CEA, contains the entire agreement between the Parties and supersedes any and all prior negotiations, representations, agreements or contracts previously entered into between the Parties, whether written or oral. No representations were made or relied upon by either Party, other than those that are expressly set forth in this Agreement.

**ARTICLE XVI  
CONTROLLING LAW**

16.1 The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**ARTICLE XVII  
LEGAL COMPLIANCE**

17.1 Both Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this CEA.

**ARTICLE XVIII  
FORCE MAJEURE**

18.1 Neither Party to this CEA shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XIX  
EMPLOYMENT OF STATE PERSONNEL; NO AGENCY**

19.1 The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this CEA who is, presently, or at the time of such employment, an employee of the State of Louisiana.

19.2 The Parties to this CEA herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this CEA, and neither Party is or is to be considered the officer, agent, or employee of the other.

**ARTICLE XX  
ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE**

20.1 The State and/or Agency and the Contractor expressly agree that the Contractor is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

**ARTICLE XXI  
COVENANT AGAINST CONTINGENT FEES**

**21.1** The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this CEA, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CEA. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this CEA without liability or, in State and/or Agency's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXII**  
**NO BOYCOTT OF ISRAEL**

**22.1** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this CEA, refrain from a boycott of Israel. The State reserves the right to terminate this CEA if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this CEA.

**ARTICLE XXIII**  
**NOTICES**

**23.1** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) via nationally recognized overnight courier (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other Parties, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

***If Notice to LDH:***

Michael Kelly, Program Manager  
Office for Citizens with Developmental  
Disabilities  
45439 Live Oak Drive  
Hammond, LA 70401  
Email: Michael.Kelly@la.gov

***If Notice to Contractor:***

Collis B. Temple, Jr.  
Executive Director  
Harmony Center, Inc.  
2614 Dalrymple Drive  
Baton Rouge, LA 70808  
Email: Ctemple@harmonycenter.org

*The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 23.1. Any change in the mailing address or contact person of the Contractor is to be given to the State and/or Agency within seven (7) days.*

**ARTICLE XXIV**  
**STATE AND FEDERAL FUNDING REQUIRMENTS**

**24.1** The Contracting Party has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this CEA and debarment from future contracts.

**ARTICLE XXV**  
**FISCAL FUNDING CLAUSE**

**25.1** In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the State as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Contracting Party, its successors or assigns for any further payments.

**ARTICLE XXVI**  
**ATTACHMENTS AND EXHIBITS**

**26.1** A listing of Attachments and Exhibits to this CEA are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

[Signature Page to Follow]

THUS DONE AND SIGNED AT BATON ROUGE, Louisiana on the 27 day, of JANUARY, 2021.

WITNESSES:

Charles  
Bennett

Harmony Center, Inc.

Collis B. Temple, Jr.  
Collis B. Temple, Jr., Executive Director

THUS DONE AND SIGNED AT BATON ROUGE, Louisiana on the 27 day, of JANUARY, 2021.

WITNESSES:

Charles  
Bennett

Louisiana Department of Health /Office for  
Citizens with Developmental Disabilities

Julie Foster Hagan  
Julie Foster Hagan,  
Assistant Secretary, Office for Citizens with  
Developmental Disabilities

ATTACHMENT A

**ATTACHMENT A  
PLAN**

	<p>NAME OF CONTRACTING PARTY: Harmony Center, Inc.</p>
	<p>NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain 23 ICF/IID beds total at these locations: AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802</p>
<p><b>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:</b> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes; the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p><b>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</b> Harmony Center, Inc. will operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &amp;/or treatment (as clinically indicated) so as to promote behavioral, medical, &amp;/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCCD's Clinical Team.</p>	
<p><b>2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results).</b> Establish, operate and maintain two licensed and certified ICF/IID facilities, with one facility being a 15-bed facility for men and one facility being an 8-bed facility for women, for a total of twenty-three ICF/IID beds for up to twenty-three (23) adults at these locations: AB Horn Community Home (8 bed facility for women) located at 1306 Main Street, Baton Rouge, LA 70802 and the HTS III (15 bed facility for men) located at 168 West Washington Street, Baton Rouge, LA 70802 Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	

**3. Relevant Activity (Activities)** *(An activity is a distinct subset of functions or services within a program.)*

Arrange all necessary tasks necessary for the operation of the ICF/IID beds.  
Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.

The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.

Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.

Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy;  
Obtain certification for Medicaid and obtain Medicaid provider agreement for each facility listed in this CEA.

Continue enrollment with Louisiana Medicaid to maintain vendor number for payment.  
During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section and the Louisiana Medicaid Program showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing and certification reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the "Office for Citizens with Developmental Disabilities - Partnership in Quality Services" process (revised version) or other identified process, as applicable.

**4. Performance Measure(s)** *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)  
Contract Monitoring Form (attachment D-1 of Agreement)

**ATTACHMENT B**

**Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities**

Updated: 9/12/13

<b>Name of Contracting Party</b>		<b>Date of Report</b>	
<b>Person Preparing Report</b>		<b>Title</b>	
<b>Telephone</b>		<b>E-mail</b>	
<b>Quarter</b>	Jan – Mar	Apr – June	July – Sept Oct - Dec

<b>Program Goal 1:</b>		
<b>Objective</b>	<b>Activities Performed</b>	<b>Performance Measure Data</b>
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

<b>Program Goal 2:</b>		
<b>Objective</b>	<b>Activities Performed</b>	<b>Performance Measure Data</b>
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

**ATTACHMENT C**

**Disclosure and Certification Statement**

**Contracting Party:** Harmony Center, Inc.

**Contracting Party's Mailing Address:** 2736 Florida Boulevard  
Baton Rouge, Louisiana 70802

**Organization Type:** Non-profit

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

<b>Board Member</b>	<b>Address</b>	<b>Elected</b>
Collis B. Temple, Jr. – Board President, Executive Director	2614 Dalrymple Drive Baton Rouge, LA 70808	Yes, for life
Soundra Temple Johnson, Director, Assistant Executive Director	13719 Bayswater Drive Baton Rouge, LA 70810	Yes, for life
Sandra T. Hall, Secretary/Treasurer, Director Social Service Administrator	2456 77th Avenue Baton Rouge, LA 70807	Yes, for life
Elliott Temple, Director	2207 Christian Street Baton Rouge, LA 70802	Yes, for life
Collis B. Temple III, President, Director	15205 Copping Drive Baton Rouge, LA 70810	Yes, for life

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

Collis B. Temple, Jr., Executive Director	2736 Florida Blvd., Baton Rouge, La 70802
Wanda Reed, Dir. of Residential Services	2736 Florida Blvd., Baton Rouge, La 70802
Elliott Temple, Exe. Management Asst.	2736 Florida Blvd., Baton Rouge, La 70802

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

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

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

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

**Collis B. Temple, Jr., Executive Director**  
(Name and Title of Contracting Party)

  
\_\_\_\_\_  
(Authorized Signature of Contracting Party)

**Julie Foster Hagan, Assistant Secretary**

  
\_\_\_\_\_  
(Authorized Signature of Contracting Party)

## CEA Admission / Discharge, Monitoring and Transition Support

PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE  
HARMONY CENTER, INC. COOPERATIVE ENDEAVOR AGREEMENT

Updated: 9/12/13

<b>I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED</b>			
<b>#</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timelines</b>
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home, including but not limited to age and gender, with the available vacancy.	CEA Provider	Upon notification by the CEA provider to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Regional Operations Director	Upon notification.

<b>II. PROCEDURES FOR DISCHARGE/TRANSITION OF A RESIDENT FROM A CEA FACILITY</b>			
<b>#</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timelines</b>
1.	Discharges from a CEA facility will be a collaborative effort of the CEA provider and the Contract Monitor with input from the OCDD Central Office. This collaborative effort includes notification to the Contract Monitor when the CEA provider determines that the person is ready to transition to a less intensive placement option; what the ID Team recommendation is for placement, including waiver or ICF, preferred region for transition; and current behavioral health status and support needs.	CEA Provider, Contract Monitor, OCDD Central Office staff	At time person is identified as ready to transition
2.	CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to OCDD Deputy Assistant Secretary regarding whether transition is appropriate at this time. Deputy Assistant Secretary will provide final determination on transition or additional needs.  CEA Monitor will work with CEA provider and applicable other parties, such as Local Governing Entities, support coordination agency, and provider agency person is transitioning to in order ensure a smooth transition. OCDD Central Office will also be engaged as needed to assist.  CEA Provider may not move forward with discharge/transition until response from CEA Monitor is received.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.
3.	CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.	CEA Provider Administrator or	Within 24 hours of death

	<p>When the death is expected (for example, the person has a terminal illness, and/or physician has indicated a poor prognosis due to medical concerns) the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> <li>• Name of Service Recipient</li> <li>• Legal Status</li> <li>• Date of Death</li> <li>• Location of person at time of death (i.e. at facility, at hospital – provide name of hospital)</li> <li>• Medical diagnosis / diagnoses for which death was expected</li> </ul> <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> <li>• Name of Service Recipient</li> <li>• SIMS number (if applicable)</li> <li>• Legal Status</li> <li>• Date of Death</li> <li>• Location of person at time of death (i.e. at facility, at hospital – provide name of hospital)</li> <li>• Any medical diagnoses that may have contributed to death</li> <li>• Circumstances surrounding death, including if abuse and/or neglect is suspected</li> </ul>	Designee	of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

<b>III. PROCEDURES FOR CONTRACT MONITORING</b>			
#	Activity	Responsibility	Timelines
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received. Review the quarterly progress report and consult with OCDD Clinical staff on information pertaining to clinical aspects of the program.	Contract Monitor / OCDD Clinical Staff	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out of compliance (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly
6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
7.	Review all reporting / documentation guidelines as noted in attachment E-2. Consult with OCDD Clinical staff on at least a quarterly basis on clinical elements of quality monitoring. Provide ongoing feedback to Contractor on data analysis and identification of positive / negative trends with aggregate data.	Contract Monitor / OCDD Clinical Staff	Minimum of Quarterly

Contract Monitor Quarterly Summary – Year \_\_

CEA Agency Name: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Updated: 11/14/13

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 <sup>st</sup> Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
<i>Quarterly Progress Report</i>				
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an "x" in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 <sup>st</sup> Quarter				2 <sup>nd</sup> Quarter				3 <sup>rd</sup> Quarter				4 <sup>th</sup> Quarter			
Cleanliness of Facility	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Overall Facility Maintenance	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Equipment for ADL's in Good Repair	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Notes:																
Staff Following Support Plans	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P



**Admissions / Discharges / Deaths**

**Admissions:**

Person	Date Admitted	Admitted From:	Comments

**Discharges:**

Person	Date Discharged	Discharged To:	Comments

**Deaths:**

Person	Date of Death	Summary of Info Re: Death

**Other Significant Issues Identified:**

	Issue Identified	Provider Response
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

## Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

### Due As Indicated

#### Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- Public Protests or Demonstrations at Facilities
- Public Health Emergencies
- Incidents Involving Clients
  - Death
    - If reported in Statewide Incident Management System (SIMS), SIMS # copied to Contract Monitor at time of Health Standards notification
    - If not reported in SIMS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
  - Abuse / Neglect
    - Allegation, SIMS # included in notification
    - Update
    - Final Report to include if substantiated / confirmed
  - Major Injury of known and unknown origin
  - Emergency Room / Hospitalizations
    - Transfer / Admission
    - Return to Facility
    - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
  - Elopement / Departure from Facility
  - Notification of Emergency Response Entity
  - Sensitive Situation
- Disasters

#### Other Reportable Incidents

- Admissions (Refer to Attachment D in CEA for additional detail)
  - Vacancy with demographic information at time of vacancy

- At time candidate is identified
- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
  - Unplanned (Due 24 hours prior to discharge)
  - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
  - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
  - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
  - Notification will include the following
    - Current Status of residents (health and safety)
    - If plan to remain and shelter in place or evacuate facility
    - If facility has power (if lose power, notify Contract Monitor and Program Manager)
    - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
    - If there is an adequate fuel supply for generators
    - If there is an adequate supply of food and number of days of supply
    - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
    - If there is appropriate transportation should evacuation become necessary
    - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
  - Verbal or e-mail report due date surveyors arrive and date surveyors exit
  - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
  - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

**Due Monthly** (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10<sup>th</sup> of the month for the previous month utilizing spreadsheet provided or similar format)
  - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.

- **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)
- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person’s behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.

- Injuries During Restraint – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- Decubitus – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- Aspiration Pneumonia – as diagnosed by treating physician
- Choking – total occlusion of the airway by a foreign object
- Falls – a fall occurring when the person is found down on the floor or ground (unwitnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

**Due Quarterly** – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- Progress Report Summary

- Documentation of CEA outcomes, deliverables, performance measures and items from the agency's quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
  - Utilize "template" for reporting
  - Due by 15<sup>th</sup> of April, July, October, January for previous quarter
- Current list of all staff, including professional level and licensed staff, subject to the CEA (full-time, part-time, and contract staff)
- Staffing schedule – most recent 2 weeks staffing schedule for direct support staff
- List of trainings conducted with staff during the reporting quarter, including name of training and number of hours
- Current client listing by home
- Summary of findings and actions taken as a result of agency's quality checks
- ISP dates for upcoming quarter

**Due Annually**

- Policies, procedures, required plans (annually or during any quarter they have an update/revision):
  - Abuse/Neglect Policy
  - Emergency Planning Policy
  - Incident Management Policy
  - Emergency Evacuation Agreement and Plan
  - Quality Enhancement Plan
- Statement of financial stability
- ISP / ILP schedules (annually or as updated)
- Statement of good standing from the Secretary of State website (annually)
- Results of agency's satisfaction surveys
- Organization chart
- Professional services list – list of people contracted.
- Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

**ATTACHMENT E**

**ATTACHMENTS AND EXHIBITS LIST**

**List of Attachments**

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement  
Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year  
\_\_\_\_\_
  - **Attachment D-2:** Reporting / Documentation Requirements for  
CEA Facilities
- Attachment E:** Attachments and Exhibits List

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (REV. 09/2005)

Date: 1/8/2021 Dept/Budget Unit: 09/340/2000  
 Agency Name: Office for Citizens with Developmental Disab. OCR/PO#: \_\_\_\_\_  
 Agency BA-22 #: 7 Agency Contract #: 2000545384

Fiscal Year for this BA-22: 2020-2021 BA-22 Start/End Dates: 02/01/21 06/30/21  
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Y If "Yes", provide contract dates:  
02/01/21 01/31/25  
(Start Date) (End Date)

Harmony Center 72082996800/310080601  
(Contractor/Vendor Name) (Contractor/Vendor No.)

Will provide 23 ICF/DD beds. The facility will primarily serve people intellectual and developmental disabilities that are high risk.  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): NO Amendment Start/End Dates: \_\_\_\_\_  
(Start Date) (End Date)  
 Contract Cancellation (Yes/No): NO Date of Cancellation: \_\_\_\_\_

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$1	100%	\$5	100.0%
Interagency Transfers	\$0	0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$0	0%	\$0	0.0%
<b>TOTALS</b>	<b>\$1</b>	<b>100%</b>	<b>\$5</b>	<b>100.0%</b>

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)  
 Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) YES  
 If not, explain. \_\_\_\_\_

This information is to be provided at the Agency Level	
Name of Object Code/Category:	Miscellaneous Charges
Object Code/Category Number:	3655
Amount Budgeted:	\$19,223,913
Amount Previously Obligated:	\$777,828
Amount this BA-22:	\$1
Balance:	\$18,446,084

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact: Clenton Goff Reviewed/Approved By: LaShawn Junius  
 Name: Clent Goff Name: LaShawn Junius  
 Title: Program Manager Title: Program Manager 2  
 Phone: (225) 342-0943 Phone: (225) 342-8725

**FOR AGENCY USE ONLY**

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT	REPT CAT	AMOUNT
340	2000		7005	3655	8000	\$1.00

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

February 18, 2021

Ruth Johnson  
Undersecretary  
Louisiana Department of Health  
Bureau of Health Services Financing  
Bienville Building  
628 N. Fourth St.  
P.O. Box 629  
Baton Rouge, Louisiana 70821-0629

Re: Cooperative Endeavor Agreement between Harmony, Inc. and Louisiana  
Department of Health – Health-related services for Individuals with Intellectual  
Disabilities

Ms. Johnson:

The Louisiana Department of Health's ("LDH") proposed CEA with Harmony, Inc. regarding health related services for Individuals with Intellectual Disabilities was recently submitted to my office for review. While you have expressed some reservations regarding the applicability of La. R.S. 39:366.11 to this CEA, you have determined that, in response to requests from the legislature, compliance with this provision is appropriate in this specific instance. This provision requires that a CEA that appears to result in a non-public party generating or expending revenue of one million dollars or more per year from the operation, management, or control of a state resource be reported to the Joint Legislative Committee on the Budget (the "JLCB") after I have determined that the parties to the agreement are sufficiently far enough along in negotiations that the essential elements of the proposed agreement have been worked out by the parties and can be explained to JLCB.

I have made such a determination and therefore you are hereby authorized to submit the proposed CEA and accompanying documents not less than thirty (30) calendar days prior to the next regular meeting of the JLCB.

The following information should be provided with your submission:

- 1) The public purpose sought to be accomplished by the cooperative endeavor;
- 2) The reason a cooperative endeavor with the non-public person is the preferred means by which to accomplish the public purpose as opposed to competitively bid or competitively negotiated contract; and
- 3) The nature and amount of all state resources being obligated, the nature of the obligation, and the expected duration of the obligation.

Please note that this letter does not constitute approval of this project, as it does not appear that such approval by me is required.

Thank you for your assistance and with best regards, I am

Very truly yours,

  
\_\_\_\_\_  
Jay Dardenne  
Commissioner of Administration



**Louisiana Department of Health  
Office for Citizens with  
Developmental Disabilities**

**Request for Information (RFI)**

**For**

**An Intermediate Care Facility for Individuals with Developmental Disabilities to provide treatment, medical services, assistance with activities of daily living, and related services to individuals with Developmental Disabilities with complex or high risk needs who are referred and/or approved for such services by the Louisiana Department of Health**

**RFI: LDH-RFI-Emergency ICF/IID CEA**

**RFI due date/time: Wednesday, November 11, 2020, at 4:30 p.m.  
(CDT)**

*NOTE: This Request for Information ("RFI") is intended solely for informational and planning purposes and DOES NOT constitute a solicitation. Any and all information received may be reviewed and discussed, as appropriate, and may result in the advertisement of a formal and competitive Request for Proposal ("RFP") or any other process resulting in award of a contract or agreement of any type or form, for any or all of the services included in the RFI.*

*Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential by a proposer. Any material within a response to this RFI identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Law, R.S. 44:1 et seq. and all applicable rules, regulations, and policies. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.*

**RFI Release Date: November 6, 2020**

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# **1 GENERAL INFORMATION**

## **1.1 Background**

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is the single state Medicaid agency that administers the Medicaid program. LDH is comprised of the Office of the Secretary (OS), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

The LDH Office of Citizens with Developmental Disabilities (OCDD) provides supports and services to help promote community participation and self-advocacy for people with developmental disabilities. These include, but are not limited to: vocational support to help foster independence; financial support to families who have a child with severe or profound disabilities; and assistance to individuals and families in supporting the family's ability to maintain the individual in their community. OCDD is also responsible for the administration of home and community-based waivers for citizens with developmental disabilities and for programmatic oversight of the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) which provide active treatment services and supports in a 24-hour residential setting, including ongoing evaluation, planning, and coordination/integration of health and habilitative services and supports.

## **1.2 Purpose of RFI**

This RFI is issued for the purpose of gathering information from qualified Intermediate Care Facilities for Individuals with Intellectual / Developmental Disabilities (ICF/IIDs) in Louisiana to serve 23 individuals with high risk behaviors and complex behavioral support needs. The ICF/IID provider responding with interest shall indicate the number of facilities to be licensed and the bed capacity at each facility; the bed capacity at any one licensed facility shall not exceed 15 beds. The ICF/IID providers responding with interest must have experience in supporting individuals with high risk behaviors and must have buildings and sufficient staff to support these individuals within a 30 day time frame. Providers responding with interest should outline demonstrated capacity and competency to timely support and provide treatment, medical services, assistance with activities of daily living, and related and necessary services to the identified individuals. Providers must demonstrate the ability to support the 23 individuals identified by LDH in need of emergency placement. Additionally, the provider must demonstrate the ability to accept additional referrals for emergency placement of new admissions who meet the same profile, as bed capacity permits. All new admissions would be directed from LDH OCDD only, and individuals would only be placed in this facility when no other appropriate placement is identified.

## 1.3 Project Overview

### Emergency CEA

OCDD intends to enter into one or more emergency Cooperative Endeavor Agreements (CEA). The emergency CEA would begin immediately and extend for a maximum of a four year period. The CEA would entail supporting 23 individuals who have intellectual/developmental disabilities and high risk behaviors, including 15 male residents and 8 female residents, **in 2 or more separate ICF/IID facilities, with no facility exceeding a 15-bed capacity.** The 23 individuals need immediate placement, and the provider agency would be required to support all individuals in this agreement. As these 23 individuals transition out of the facility during the CEA period, the provider agency would be required to accept new admissions who meet the same profile, upon referral from LDH/OCDD. The provider will not admit individuals other than those referred from LDH/OCDD.

Interested providers must be able to begin services for this population by December 31, 2020; this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal, and certified to operate by the Office of Public Health (OPH) by this time.

Details of the Emergency CEA are in the Attached draft Cooperative Endeavor Agreement.

### Referred Eligible Individuals

Referred eligible individuals to be initially placed at the ICF/IID are:

- (1) 23 individuals with intellectual and developmental disabilities who have complex needs and/or a history of high risk behavior including:
  - 15 male residents, and
  - 8 female residents;
- (2) Who do not have another identified placement,
- (3) Who need assistance with activities of daily living that can only be provided within an ICF/IID setting; AND
- (4) Who have been referred and/or approved by LDH to be served in an ICF/IID setting.

### Goals of the CEA

The ICF/IID is to provide all necessary treatment, medical services, assistance with activities of daily living, and related and necessary services to the referred eligible individuals. The chosen ICF/IID would:

- Provide immediate placement for high risk individuals impacted by Hurricane Laura, for whom no other placement has been identified, and to assist with stabilization and transition to other community options (including private ICF/IID facilities or HCBS waiver settings);
- Provide placement for high risk individuals for whom no other placement can be identified as vacancies become available, and to assist with stabilization and transition to other community options; and
- Assist the Department in identifying systems level changes needed to most effectively support individuals with high risk behaviors, including need for short term stabilization and transition into other community options.

### Reimbursement Rate/Per Diem Payment

The department anticipates the establishment of a capped per diem rate not to exceed Three Hundred Fifty-Two dollars and Eight/100 (\$352.08) Dollars per day, subject to approval from CMS.

### Terms of the Cooperative Endeavor Agreement

Interested providers must be able to begin services for this population by **December 31, 2020**, this includes having a physical location available that is licensed and certified by Health Standards Section (HSS) and the Fire Marshal. The chosen ICF/IID facility must:

- Demonstrate experience with supporting individuals with high risk behaviors and complex behavior support needs,
- Share cost reports associated with the CEA facilities to inform systems change/development of new services (if indicated) and meet identified floor calculations,
- Report on quality indicators associated with provision of services to individuals supported,
- Provide direct support staffing at an appropriate level to meet the needs of the individuals supported,
- Provide additional training to direct support staff to ensure meaningful engagement and appropriate interactions with the individuals supported, and
- Ensure engagement with appropriate behavioral health professionals to ensure support needs are met.

## 2 ADMINISTRATIVE INFORMATION

### 2.1 RFI Coordinator.

Requests for copies of the RFI must be directed to the RFI coordinator listed below:

Julie Foster Hagan  
628 N. 4<sup>th</sup> Street  
Baton Rouge, LA 70802  
[Julie.Hagan@la.gov](mailto:Julie.Hagan@la.gov)  
Phone: 225-342-0095

*This RFI has been posted to the LDH website and can be found at the following link:  
<https://ldh.la.gov/index.cfm/subhome/11>.*

### 2.2 Schedule of Events

<u>Activity/Event</u>	<u>Date</u>
Public notice of RFI	11/6/2020
Deadline for receipt of RFI	<b>11/11/2020 at 4:30 p.m.</b>
Notice for CEA Selection	11/13/2020

**NOTE: LDH reserves the right to deviate from this Schedule of Events at any time and without notice.**

## **2.3 Response Content**

### **2.3.1 Executive Summary**

The summary provided should introduce the scope of the response in as much detail as possible. At a minimum, it should include administrative information including the name of the responder's point of contact, their phone number, email address, and any other pertinent contact information. The summary should also include a brief recitation of the responder's qualifications and ability and willingness to meet, if not exceed, LDH's requirements as included herein. The summary must also include responses to the following:

- a. ICF/IID's name and address where the individuals will be supported,
- b. Floor plan or drawing of the ICF/IIDs where the individuals will be supported,
- c. Number of beds available in the ICF/IIDs where the individuals will be supported,
- d. Staffing/support capability at the ICF/IID where the individuals will be supported,
- e. Person(s) who would be designated to oversee operations at the ICF/IID; attach a C.V. of such person(s)

### **2.3.2 Corporate Background and Experience**

Responders should give a brief description of its history, organizational structure, and number of years in business. Responders should also specifically describe their experience with projects of this type and scale and any experience gained from working with other states or corporate / governmental entities of comparable size and diversity.

### **2.3.3 Approach and Methodology**

Responders should provide the approach and methodology that it will use to provide the services detailed in this RFI and in the attached draft CEA. Best practices garnered from previous experience with a similar scope of services should also be included.

## **2.4 Response Instructions**

### **2.4.1 Response Submittal**

Responders interested in providing information requested by this RFI must submit responses containing the information specified no later than the deadline for response to RFI as stated herein. The response to the RFI must be delivered at the responder's expense to the RFI coordinator **at the email address** provided in section 2.1 of the RFI.

The responses must be received by **electronic** copy only to [Julie.Hagan@la.gov](mailto:Julie.Hagan@la.gov) on or before **4:30 p.m., Wednesday, November 11, 2020**. Email submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Responders should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified herein.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

## **2.5 Additional Instructions and Notifications to Responders**

### **2.5.1 RFI Addendum(a)/Cancellation**

LDH reserves the right to revise any part of the RFI by issuing an addendum(a) to the RFI at any time. Issuance of this RFI, or subsequent addendum(a), if any, does not constitute a commitment by LDH or the State to issue an RFP or any other process resulting in award of a contract of any type or form. In addition, LDH may cancel this informal process at any time, without incurring any liability from responders or potential responders.

### **2.5.2 Ownership of Response**

Any and all materials submitted in response to this RFI shall become the property of the State.

### **2.5.3 Cost of Preparation**

LDH shall not be liable to any responders, or potential responders, for any costs incurred that are associated with developing a response, preparing for discussions, if any are held, or any other costs, that may be incurred by a responder or potential responder due to responding to this RFI.

**ATTACHMENT: DRAFT CEA**

**LA Gov #**

**STATE OF LOUISIANA**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN LOUISIANA DEPARTMENT OF HEALTH**

**and**

**OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES**

**AND**

**XXX Provider Name**

THIS COOPERATIVE ENDAVOR AGREEMENT, hereinafter referred to as “CEA” or “Agreement”, is made and entered into this \_\_\_ day of \_\_\_\_ 2020 by and between the **LOUISIANA DEPARTMENT OF HEALTH** (hereinafter referred to as “Department” or “LDH” or “State”), through its **OFFICE FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES** (hereinafter referred to as “OCDD” or “Agency”) acting through the undersigned official and **XXX** (hereinafter referred to collectively as “Contracting Party” or “Contractor”), acting through the undersigned official . Hereinafter, the **Louisiana Department of Health, Office for Citizens with Developmental Disabilities** and the **XXX**, shall be collectively referred to as the “Parties”.

**ARTICLE I**

**WITNESSETH:**

**1.1** WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

**1.2** WHEREAS, OCDD desires to cooperate with the Contracting Parties in the implementation of the Project as hereinafter provided;

**1.3** WHEREAS, OCDD has the authority to enter into this Agreement as evidenced by its governmental purpose of being responsible for the program and functions of the state relating to the care, training, treatment, and education of persons with intellectual disabilities, persons with developmental disabilities, and persons with autism in accordance with Louisiana Revised Statutes 36:258D.

**1.4** WHEREAS, services to persons living in Intermediate Care Facilities for Individuals with Intellectual Disabilities<sup>1</sup> may be provided more cost-effectively through private providers than through the existing state-operated facilities/community homes. Intermediate Care Facilities for Individuals with Intellectual Disabilities (“ICF/IID”) are facilities for individuals with intellectual or developmental disabilities that are primarily for the diagnosis, treatment, or rehabilitation of the person and provides for ongoing evaluation, planning, twenty-four-hour supervision, coordination, and integration of health or rehabilitative services to help each person function at his or her greatest ability. Whereas, the movement toward privately-operated community-based residential living options is consistent with OCDD’s Strategic Plan.

**1.5** WHEREAS, this Agreement is intended that OCDD will authorize XXX as the Contracting Party, to serve up to twenty-three people with intellectual and developmental disabilities through the use of existing state ICF/IID licensed beds while LDH retains ownership of these beds through the term of this Agreement. The OCDD/private provider partnership will allow for ongoing oversight, data collection and technical assistance by LDH for the purpose of promoting the health, safety, quality of life and desired outcomes for qualified residents admitted during the CEA period. The facility/grounds, located at \_\_\_\_\_, is owned by XXXX;

<sup>1</sup> The term “Intermediate Care Facilities for Individuals with Intellectual Disabilities” may also be referred to as “Intermediate Care Facilities for Persons with Developmental Disabilities” for licensing purposes; see La. R.S. 40:2180.

**1.5** WHEREAS, pursuant to LAC Title 48, Chapter 125, Subchapter B, §12507 N.3. the public purpose of this Agreement is for OCDD to provide the use of Medicaid Facility Need Review (“FNR”) Approvals for XXX to serve twenty-three (23) qualified Medicaid recipients/clients in the licensed Intermediate Care Facility for the Developmentally Disabled listed below; the total maximum number of Medicaid FNR Approvals provided by OCDD to XXXX under this Agreement shall be twenty-three (23) Medicaid FNR Approvals, which may be utilized by XXX in the licensed facility listed below, for the term of this Agreement. OCDD will retain the ownership of such Medicaid FNR Approvals; this Agreement will allow XXX to submit reimbursement claims to the Louisiana Medicaid Program for services provided to qualified Medicaid recipients in this licensed facility – up to twenty-three (23) Medicaid recipients/clients in the licensed facility listed below. The facility subject to this Agreement is:

**1.6** WHEREAS, this Agreement will provide for ongoing oversight, data collection, and technical assistance by OCDD for the purpose of promoting the health, safety, quality of life, and desired outcomes for qualified residents admitted during the CEA period.

**1.7** WHEREAS, OCDD has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

**1.8** WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

## **ARTICLE II**

### **RESPONSIBILITIES OF THE PARTIES**

**2.1** The Contracting Party, XXX, shall operate the facility listed above and shall maintain the license and Medicaid certification at \_\_\_\_\_. XXX shall be solely responsible for maintaining the license for the facility in this Agreement, and shall be solely responsible for maintaining compliance with state licensing regulations and with federal certification regulations for ICF/IIDs. The Contracting Parties agree to follow provisions of CEA Admission/Discharge, Monitoring and Transition Support, **Attachment D**, Contract Monitor Quarterly Summary – Year, **Attachment D-1**, and Reporting/Documentation Requirements for CEA Facilities, **Attachment D-2**.

**2.1.1** Should the license for the facility above be surrendered, suspended, terminated, or revoked, this CEA shall automatically terminate as to that facility within thirty (30) days; the thirty (30) days will be used to effectuate an orderly and safe transfer of clients. Upon such termination of the CEA, the use of the Medicaid FNR Approvals shall revert to the Department.

**2.1.2** Should the Medicaid agreement or Medicaid certification for the facility above be surrendered, suspended, terminated, or revoked, the CEA shall automatically terminate as to that facility immediately. Upon such termination of the CEA, the use of the Medicaid FNR Approvals shall revert to the Department.

**2.2** The Medicaid FNR Approvals for the 23 beds will be assigned to XXX for use for the term of this Agreement, with the ownership of said Medicaid FNR Approvals being retained by OCDD. The Medicaid FNR Approvals will automatically revert to the Department upon termination of the Agreement for any reason.

**2.2.1** The Medicaid FNR Approvals shall not be transferred, assigned, moved, sold, or used for any purpose other than specified in the Agreement. Failure to adhere to these provisions shall result in termination of this Agreement, with the use of the Medicaid FNR Approvals automatically reverting to the Department.

**2.2.2** XXX shall utilize the Medicaid FNR Approvals only for qualified Medicaid recipients properly admitted to the ICF/IDD facilities listed in this Agreement. XXX is limited to twenty-three (23) Medicaid FNR Approvals for the licensed ICF/IDD facility listed in this Agreement.

**2.2** Deliverables:

The Contracting Party shall:

- Ensure that all residents are afforded a healthy and safe living environment within a setting that meets all federal and state licensing and regulatory requirements, free from deficiencies. If at any time the Contracting Party fails to meet any LDH Health Standards Section Conditions of Participation, the Contracting Party will be put on notice that failure to immediately conform to said “Conditions of Participation” may result in consideration for ending the Agreement.

- Ensure that each resident is afforded person-centered planning so that he/she has opportunities to achieve individual goals and activities which he/she enjoys and meaningful outcomes. The Contracting Party must implement and maintain program planning and monitoring which incorporates principles of interdisciplinary team process, person-centered planning, and quality outcome measures for the term of the Agreement.
- Provide opportunities as appropriate for community integration and community inclusion with people who do not have developmental disabilities, including vocational opportunities in accordance with LDH Health Standards Section requirements.
- Submit to LDH documentation of financial resources and financial stability adequate to operate these beds successfully for the term of the Agreement prior to commencing services under the present CEA. Additionally, the Contracting Party shall provide documentation of financial resources and financial stability periodically upon the request of LDH throughout the term of this CEA. The Contracting Party will be subject to requirements for ensuring costs are provided directly to patient care.
- Serve 23 former residents of Robinswood School, for whom no other private ICF/IID provider is able to provide support. Contracting Party will serve individuals who have significant behavioral health and high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. The behavioral health/high risk needs of the individuals may include, but not be limited to, specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. As these individuals transition to less intensive community based options and vacancies become available, Contracting Party will be required to accept admissions from LDH/OCDD who meet the profile indicated above and for whom no other appropriate placement is identified.
- Document the delivery of quality services (in accordance with Attachments D, D-1, and D-2) to persons with developmental disabilities who utilize these beds for the term of Agreement.
- Document that its staff possesses adequate experience, training and resources necessary to serve the special needs of the identified population referred for service for the term of the Agreement; including but not limited to the following areas: higher credentialed staff, extensive experience working with individuals with behavioral health/high risk needs, and/or higher credentialed supervisory staff.
- Document an established relationship with a range of qualified professionals who will serve the up to twenty-three persons in the facility and have the experience to do so for the term of the Agreement. As part of this relationship, the Contracting Party will assure that these professionals deliver quality and specialized assessments and appropriate behavior supports &/or treatment (as clinically indicated) so as to promote behavioral, medical, &/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consistent with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.
- Document an established and adequate training program with qualified trainers for training direct support staff for the term of the Agreement that meets LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IID, prior to commencing services under this CEA. Additionally, the Contracting Party shall provide training program documentation periodically upon request of LDH throughout the term of this CEA.
- Document program planning and monitoring which incorporates principles of person-centered planning and quality outcome measures for the term of the Agreement, prior to commencing services under the CEA. Additionally, the Contracting Party shall provide such documentation periodically upon request of LDH throughout the term of this CEA to include clinical documentation and review as requested by OCDD's Clinical Team.
- Continue to meet the criteria established in Attachment D "Procedures for Admission, Discharge & Monitoring" for all admissions and discharges for these beds for the term of the Agreement.
- Work cooperatively with OCDD to implement the Quality Assurance Process outlined in Attachments D-1 and D-2. The Quality Assurance process will minimally include:
  - (1.) data collection and reporting;
  - (2.) quarterly reviews of trends and patterns;
  - (3.) interventions as appropriate; and
  - (4.) submission of copies of annual LDH Health Standards Section surveys and licensing reviews for this facility (within 30 days of receipt)
- Comply at all times with rules and procedures for the Louisiana Direct Service Workers Registry (LAC 48:1. Chapter 92) or any subsequent rules and procedures promulgated by LDH.
- Provide to OCDD written quarterly Progress Reports (Attachment B) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement. Attachment B Progress Report is attached to this Agreement and made a part thereof by reference.
- Be properly licensed to do business in Louisiana and will maintain certification of good standing with the Secretary of State for the term of the CEA.
- Have and maintain policies and procedures on Abuse/Neglect and incident management that meet LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

- Assume responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, and contributions for unemployment compensation funds.
- Implement and maintain for the term of the CEA an Emergency Preparedness and Evacuation Plan that conforms to LDH Health Standards Section requirements and any additional applicable requirements for private ICFs/IIDs.

Performance Measures: Contracting Party will follow and participate in the quality management process detailed in Attachments A, B, D, D-1 and D-2, which is attached hereto and made a part of by reference, that details for each month, quarter, and annually the Contracting Party's resources, initiatives, activities, services, and performance consistent with the provisions, goals and objectives of this Agreement. This process will assure baseline and ongoing data collection (at least quarterly) that monitors: (1) the facility's quality of service delivery and adherence to each resident's Individualized Service Plan; (2) the facility's response to problems or crises which may arise for the resident; (3) trends or patterns in critical incidents which may be used in addressing or preventing incidents.

**2.3** Certification Statement(s): **Disclosure and Certification Statement (Attachment C)**, which is attached hereto and made a part of by reference, to this Agreement must be fully completed, dated, and executed by a duly-authorized representative of the Contracting Party. Additionally, a copy of the signature authorization for the Party signing on behalf of the Contracting Party is attached hereto.

For public or quasi-public entities which are recipients under Act 17 of 2016, and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Contracting Party shall provide written reports quarterly to the Agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.4** The State/Agency shall monitor the Contracting Party's performance of its obligations, as provided for in this Agreement, to ensure compliance. Such compliance shall be assessed through use of the monitoring plan detailed in Article III, Contract Monitoring.

### **ARTICLE III** **CONTRACT MONITORING**

**3.1** The Contract Monitor for this contract is Michael Kelly, or his successor or designee.

**3.2** **Monitoring Plan:** During the term of this Agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's progress and results to ensure Contracting Party's compliance with contract requirements.

**3.3** The Contract Monitor shall also review and analyze the Contracting Party's written Progress Reports on at least a quarterly basis to ensure compliance with the Responsibilities of the Parties; and shall:

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made (including clinical feedback as appropriate);
2. Contact Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or email contact with Contracting Party on contract activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to ensure that performance goals are being achieved, and to verify information, as needed.
4. Expenditures or reimbursements are not applicable to this Cooperative Endeavor Agreement.
5. Alert OCDD Assistant Secretary to any concerns needing additional action/support

**3.4** Between required performance reporting dates, Contracting Party shall inform Contract Monitor of any problems, delays, or adverse conditions which will materially affect the Contracting Party's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party's and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

**4.1** There are no payments or exchange of funds between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement. The facility will be enrolled in Medicaid and shall remit claims for payment through LDH's Medicaid program as a private ICF/IID. The rate approved by LDH Medicaid may be either the private ICF/IID rate appropriate for the size and composition of the facility or any special rate applicable to ICFs/IID operated through a CEA with the Department. Any specialty rate would be contingent on the CEA meeting the terms of the rule associated with the special rate. There will be no reimbursement for travel expenses or for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

**4.2** Travel expenses, if any, shall not be reimbursed.

**4.3** Disbursements or payment of invoices under this Agreement will not be allowed for expenditures occurring between the Department and the Contracting Party as part of the Cooperative Endeavor Agreement.

**4.4** Taxes: There are no payments or exchange of funds between the Department and the Contracting Party, therefore tax payments do not apply

**4.5** Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Parties in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the Parties.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

**5.1** In addition to the provisions of termination related to loss of license or loss of federal certification or loss of Medicaid Agreement in Article II, the State may also terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the agreement shall terminate on the date specified in such notice. The State may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contracting Party to comply with the terms and conditions of this agreement; provided that the State and/or Agency shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

**5.2** The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

**6.1** The State may terminate the Agreement at any time by giving forty-five (45) days' written notice to the Contracting Parties. The Contracting Party may be required to continue operations for up to forty-five (45) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

**6.2** The Contracting Party may terminate the Agreement at any time by giving ninety (90) days written notice to OCDD. The Contracting Party may be required to continue operations for up to ninety (90) days to allow the OCDD the time to ensure that residents have uninterrupted safe and adequate medical care supports that address all residents complex medical needs in the period between the notice of termination and the termination date of the CEA.

**ARTICLE VII**  
**OWNERSHIP AND CONFIDENTIALITY**

**7.1** All work product, including records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by the Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All work product including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contracting Party to the State at the Contracting Party's expense at termination or expiration of this Agreement. The State shall not be restricted in any way whatsoever in the use of such material.

**7.2** Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the State shall have the right to require the Contracting Party to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the State and/or Agency.

**7.3** The above-referenced work product shall be held confidential by the Contracting Party and shall not be shared with any other entity without the express consent of the State and/or Agency.

**ARTICLE VIII**  
**ASSIGNMENT**

**8.1** The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, that claims for money due or to become due to Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**AUDITOR'S CLAUSE AND RECORD RETENTION**

**9.1** It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Division of Administration's auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

**9.2** The Contracting Party and any subcontractors paid under this Agreement shall maintain all books, records, and any other documents pertaining to or relevant this Agreement and the funds expended hereunder for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement, or as required by applicable Federal law if Federal funds are used to fund this contract, whichever period is longer.

**ARTICLE X**  
**AMENDMENTS IN WRITING**

**10.1** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Delegated authority (Assistant Secretary for the Office for Citizens with Developmental Disabilities) prior to the alteration, variation, modification or waiver of any provision of this Agreement.

**ARTICLE XI**  
**TERM OF CONTRACT**

**11.1** This Agreement shall begin on \_\_\_\_\_, **2020** and shall terminate on \_\_\_\_\_, unless terminated earlier as provided for in Articles V and VI. This Agreement is conditioned upon the approval of the director of the Office of State Procurement and/or the Commissioner of Administration, unless exempted by written delegation of authority granted pursuant to Section 1 of Executive Order JBE 2016-36.

**ARTICLE XII**  
**DISCRIMINATION CLAUSE**

**12.1** The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972,

the Age Act of 1975, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

### **ARTICLE XIII** **INDEMNIFICATION; INSURANCE**

**13.1 Contracting Party's Insurance:** The Contracting Party shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contracting Party shall not allow any subcontractors to commence work on subcontract until all similar insurance required for the subcontractors has been obtained and approved. If so requested, the Contracting Party shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

**13.2 Minimum Scope and Limits of Insurance:**

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

- **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of Louisiana. Employers' Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

- **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

- **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

- **Professional Liability (Errors and Omissions) Coverage**

Professional liability shall have a minimum limit of \$1,000,000 per occurrence. "Claims-made" coverage is acceptable with the date of the inception of the policy no later than the first date of the anticipated work under this contract. The "claims-made" policy shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. Furthermore, the policy shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than non-payment of premiums.

- **Medical malpractice coverage** for health care professionals providing services the residents.

**13.3 Deductibles and Self-Insured Retentions**

The Contracting Party shall be responsible for all deductibles and self-insured retentions.

**13.4 All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contracting Party or the insurer) or reduced in coverage or in limits except after 30 days' written notice has been given to LDH. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contracting Party's policy.
- b. The insurance companies issuing the policies shall have no recourse against LDH for payment of premiums or for assessments under any form of the policies.
- c. Any failure of the Contracting Party to comply with reporting provisions of the policy shall not affect coverage provided to LDH, its officers, agents, employees and volunteers.

**13.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in

the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contracting Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

### **13.6 Verification of Coverage**

Contracting Party shall furnish LDH with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by LDH before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contracting Party shall submit the declarations page and the cancellation provision endorsement for each insurance policy. LDH reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contracting Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of LDH, may be suspended, discontinued or terminated. Failure of the Contracting Party to purchase and/or maintain any required insurance shall not relieve the Contracting Party from any liability or indemnification under the contract.

### **13.7 Workers' Compensation Indemnity**

In the event Contracting Party is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contracting Party, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contracting Party, its owners, agents and employees. The parties further agree that Contracting Party is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contracting Party hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### **13.8 Indemnification/Hold Harmless Agreement**

The Contracting Party shall indemnify, save, and hold harmless the State and/or Agency against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the State and/or Agency growing out of, resulting from, or by reason of any act or omission of the Contracting Party, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the State and/or Agency's fees and costs of litigation, including, but not limited to, reasonable attorney fees. The Contracting Party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

### **13.9 Subcontractor Insurance**

Contracting Party shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. LDH reserves the right to request copies of subcontractor's Certificates at any time.

### **13.10 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contracting Party shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contracting party, its agents, employees, partners or subcontractors in the performance of the contract without limitation; provided, however, that the Contracting Party shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contracting

Party, retain such monies from amounts due Contracting Party, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**ARTICLE XIV**  
**PARTIAL INVALIDITY; SEVERABILITY**

**14.1** If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XV**  
**ENTIRE AGREEMENT; MODIFICATION**

**15.1** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

**ARTICLE XVI**  
**CONTROLLING LAW**

**16.1** The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana. Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**ARTICLE XVII**  
**LEGAL COMPLIANCE**

**17.1** The State and/or Agency shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XVIII**  
**FORCE MAJEURE**

**18.1** Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XIX**  
**EMPLOYMENT OF STATE PERSONNEL; NO AGENCY**

**19.1** The Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

**19.2** The Parties to this Agreement herein acknowledge that each shall act in an independent capacity in the performance of their respective responsibilities under this Agreement, and neither party is or is to be considered the officer, agent, or employee of the other.

**ARTICLE XX**  
**ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE**

**20.1** The State and/or Agency and the Contracting Party expressly agree that the Contracting Party is an independent Contracting Party as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to the Contracting Party or to anyone employed by the Contracting Party for any benefits or coverage as provided by the Worker's Compensation Law

of the State of Louisiana.

**ARTICLE XXI**  
**COVENANT AGAINST CONTINGENT FEES**

**21.1** The Contracting Party warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contracting Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State and/or Agency shall have the right to annul this Agreement without liability or, in State and/or Agency’s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXII**  
**NO BOYCOTT OF ISRAEL**

**22.1** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contracting Party, or any Subcontractor, hereby certifies it is not engaging in a boycott of Israel, and shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this Agreement if the Contracting Party, or any Subcontractor, engages in a boycott of Israel during the term of this Agreement.

**ARTICLE XXIV**  
**NOTICES**

**24.1** All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by 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 Parties, addressed as follows:

***If Notice to LDH:***

Michael Kelly, Program Manager	XXX,
Office for Citizens with Developmental	XXX
Disabilities	XXX
45439 Live Oak Drive	XXX
Hammond, LA 70401	Baton Rouge, LA 7XX

***If Notice to Contracting Parties:***

*The Parties shall maintain telephone, in person, and/or e-mail communications (not limited to the Contact Persons designated in this Section 25.1. Any change in the mailing address or contact person of the Contracting Party is to be given to the State and/or Agency within seven (7) days.*

**ARTICLE XXIII**  
**STATE AND FEDERAL FUNDING REQUIREMENTS**

**23.1** There are no payments or exchange of funds between the Department and the Contracting Party, therefore this section does not apply

**23.2** The Contracting Party has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

**ARTICLE XXIV**  
**ATTACHMENTS AND EXHIBITS**

**24.1** A listing of Attachments and Exhibits to this Agreement are found in **Attachment E, Attachments and Exhibits**. Attachment E is attached and made a part of this Agreement by reference.

**[Signature Page to Follow]**

DRAFT

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_ day, of \_\_\_\_\_, \_\_\_\_\_.

**WITNESSES:**

**Provider Name**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_ day, of \_\_\_\_\_, \_\_\_\_\_.

**WITNESSES:**

**Louisiana Department of Health /Office for  
Citizens with Developmental Disabilities**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Julie Foster Hagan,  
Assistant Secretary, Office for Citizens with  
Developmental Disabilities**

DRAFT

**ATTACHMENT A**

<b><u>ATTACHMENT A</u></b> <b>PLAN</b>	NAME OF CONTRACTING PARTY: XXX Provider Name
	NAME AND BRIEF NARRATIVE OF PROGRAM: To operate and maintain _____ ICF/IID beds at the _____(location)
<b>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</b>	
<b>1. Program Goal</b> ( <i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i> )	
<p>XXX Provider will operate and maintain twenty-three ICF/IID beds to serve people with intellectual and developmental disabilities who have significant behavioral health and/or high risk (i.e., criminal-like) behavior resulting in previous interface with the judicial system. Individuals supported at the time of the implementation of the CEA have specialized behavioral health supports and therapeutic interventions, intensive interventions in crisis situations, and enhanced supervisions/supports. The Contracting Party will assure access to professionals that deliver quality and specialized assessments and appropriate behavior supports &amp;/or treatment (as clinically indicated) so as to promote behavioral, medical, &amp;/or behavior health stability and support positive outcomes. The treatment approaches/protocols will be consisted with Evidenced Based Practice and consistent with the expectations and guidance set by OCDD's Clinical Team.</p>	
<b>2. Program Objective(s)</b> ( <i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal They identify the expected outcomes and results</i> ).	
<p>Establish, operate and maintain ICF/IID beds for up to twenty-three (23) adults at (location)          Provide active treatment and evidenced based behavioral support/behavioral health treatment to achieve stability for individuals with complex needs</p>	
<b>3. Relevant Activity (Activities)</b> ( <i>An activity is a distinct subset of functions or services within a program.</i> )	
<p>Arrange all necessary tasks necessary for the operation of the ICF/IID beds.          Document compliance with all local, state and federal regulatory requirements for establishing and operating a residential facility.          The Contracting Party will be responsible for: paying fees and securing a license from LDH Health Standards Section.          Obtain all appropriate pre-requisite inspections and approvals (e.g. LDH Architecture and Engineering) and arranging for LDH Health Standards Section surveys.          Document proof of compliance with all required Life Safety and Sanitation Codes prior to occupancy; obtaining certification for Medicaid and funding.</p>	

Continue enrollment with Unisys to maintain vendor number for payment.

During the period of this Cooperative Endeavor Agreement, the Contracting Party must maintain compliance with all local, state and federal laws, rules and regulations governing ICF/IID facilities.

Participate in contract monitoring and quality assurance including the following:

- Provide documentation from LDH Health Standards Section showing appropriate license, certification, provider enrollment, etc. and compliance with all local, state and federal laws, rules and regulations governing ICF/IID residential facilities.
- Forward results of all licensing reviews and surveys to the Contract Monitor as well as any deficiencies noted, plans of corrections proposed, and follow-up outcomes.
- Provide documentation from the Contracting Party and data collected from the OCDD Transition Support Team to determine adherence to admissions/discharge criteria, adequate and ongoing staff training; adequate and ongoing relationships with qualified professionals, and cooperation with the collaborative quality assurance process.
- Review and discuss with the Contract Monitor, documentation from the Contracting Party and/or data collected from the OCDD Transition Support Team to determine if appropriate performance measures and outcomes are being met as they relate to the *“Office for Citizens with Developmental Disabilities – Partnership in Quality Services”* process (revised version) or other identified process, as applicable.

**4. Performance Measure(s)** *(Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness.)*

Quarterly Progress Reports (Attachment B of Agreement)

Contract Monitoring Form (attachment D-1 of Agreement)

Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities

Updated: 9/12/13

<b>Name of Contracting Party</b>					<b>Date of Report</b>		
<b>Person Preparing Report</b>					<b>Title</b>		
<b>Telephone</b>					<b>E-mail</b>		
<b>Quarter</b>		Jan – Mar		Apr – June		July – Sept	Oct - Dec

<b>Program Goal 1:</b>		
<b>Objective</b>	<b>Activities Performed</b>	<b>Performance Measure Data</b>
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

<b>Program Goal 2:</b>		
<b>Objective</b>	<b>Activities Performed</b>	<b>Performance Measure Data</b>
1.	1.a	•
	1.b	•
2.	2.a	•
	2.b	•

Disclosure and Certification Statement

Contracting Party: XXX

Contracting Party's Mailing Address:

Organization Type:

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Board Member	Address	Elected

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


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

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

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

*(Name and Title of Contracting Party)*

\_\_\_\_\_  
*(Authorized Signature of Contracting Party)*

**Julie Foster Hagan, Assistant Secretary**

\_\_\_\_\_  
*(Authorized Signature of Contracting Party)*

CEA Admission / Discharge, Monitoring and Transition Support

**PROCEDURES FOR ADMISSION, DISCHARGE & MONITORING FOR THE  
KLEIN COMMUNITY HOME COOPERATIVE ENDEAVOR AGREEMENT**

Updated: 9/12/13

<b>I. PROCEDURES FOR ADMISSION OF A NEW RESIDENT TO A VACATED CEA BED</b>			
<b>#</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timelines</b>
1.	If there is a vacancy at the facility, the CEA Provider will notify the Contract Monitor with written information about the home with the vacancy.	CEA Provider	Upon notification by the CEA to the Contract Monitor
2.	When the CEA Provider notifies the Contract Monitor of an opening the Contract Monitor will notify Central Office / Program Manager of the vacancy.	Contract Monitor	Within 2 working days of notification.
3.	Central Office (Program Manager and Deputy Assistant Secretary) will authorize filling the vacancy or advise the OCDD Regional Operations Director of the vacancy.	Program Manager	Within 5 working days of notification.
4.	Regional Operations Director will review current crisis referrals to determine if any meet the profile for admission. If identified, the person will be sent to the CEA Provider for admission. If none identified, the Director will continue to consider any new crisis referrals for placement.	Contract Monitor	Upon notification.

<b>II. PROCEDURES FOR DISCHARGE OF A RESIDENT FROM A CEA FACILITY</b>			
<b>#</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timelines</b>
1.	Discharges from a CEA will be a collaborative effort of the CEA provider and the Contract Monitor with the input from OCDD Central Office.	CEA Provider, Contract Monitor, OCDD Central Office staff	
2.	CEA Provider will notify the Contract Monitor of any impending planned discharge from the facility, with information regarding future plans for person being discharged and information identified above.  This information must be sent at least 30 days prior to discharge; however, CEA Provider should advise Contract Monitor at time person is referred for transition.  CEA Monitor will review information, seek additional information from CEA Provider when needed, and make their recommendation to Program Manager regarding discharge and/or technical assistance needed.  Program Manager and Assistant Deputy Secretary will review and send recommendations to CEA Monitor regarding discharge and/or technical assistance needed, who will coordinate response with CEA provider.	CEA Provider, Contract Monitor, Program Manager	30 days prior to the anticipated move date.

	CEA Provider may not move forward with discharge until response from CEA Monitor is received.		
3.	<p>CEA Provider will notify the Contract Monitor of any <u>death</u> of a resident using a CEA placement.</p> <p>When the death is expected (for example, the person has a terminal illness and/or physician has indicated a poor prognosis due to medical concerns), the following information must be submitted to the CEA Monitor from the CEA Provider:</p> <ul style="list-style-type: none"> <li>• Name of Service Recipient</li> <li>• Legal Status</li> <li>• Date of Death</li> <li>• Location of person at time of death (i.e. at facility, at hospital – provide name of hospital)</li> <li>• Medical diagnosis / diagnoses for which death was expected</li> </ul> <p>When the death is unexpected, the following information must be submitted to the CEA Monitor from the CEA Provider within 24 hours of the death:</p> <ul style="list-style-type: none"> <li>• Name of Service Recipient</li> <li>• OTIS number (if applicable)</li> <li>• Legal Status</li> <li>• Date of Death</li> <li>• Location of person at time of death (i.e. at facility, at hospital – provide name of hospital)</li> <li>• Any medical diagnoses that may have contributed to death</li> <li>• Circumstances surrounding death, including if abuse and/or neglect is suspected</li> </ul>	CEA Provider Administrator or Designee	Within 24 hours of death of resident.
4.	CEA Provider will notify the Contract Monitor of the actual date of discharge.	CEA Provider Administrator or Designee	On date of discharge

<b>III. PROCEDURES FOR CONTRACT MONITORING</b>			
<b>#</b>	<b>Activity</b>	<b>Responsibility</b>	<b>Timelines</b>
1.	Update the Contract Monitoring form to indicate the dates of the Monitor's Site Visits.	Contract Monitor	Quarterly
2.	Update the Contract Monitoring form to indicate the date the Provider's Quarterly Progress Report is received.	Contract Monitor	Quarterly
3.	Update the Contract Monitoring form to note Environmental Observations during the site visit.	Contract Monitor	Quarterly
4.	Indicate on the Contract Monitoring form the Licensing Survey dates, type of survey, deficiencies (list tags), any conditions out (list tags), the follow-up visit dates, the date all deficiencies cleared and any notes regarding the survey.	Contract Monitor	As surveys occur
5.	Update the Contract Monitoring form with the Census for each month in the quarter.	Contract Monitor	Quarterly

6.	Update the Contract Monitoring form regarding Admissions / Discharges / Deaths.	Contract Monitor	Upon notification / quarterly
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Contract Monitor Quarterly Summary – Year \_\_

Updated: 11/14/13

CEA Agency Name: \_\_\_\_\_ Date of Report: \_\_\_\_\_

CEA Monitoring Site Visit:

	Date(s) of Site Visit
1 <sup>st</sup> Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	

Quarterly Progress Report	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Date received				
Issues Identified in Progress Report				
Provider Response to Issues				

Environmental Observations

Contract Monitor will observe the following during site visit and place an “x” in the box that most accurately reflects overall impressions during site visit. E= Excellent; G= Good; F=Fair; P=Poor

	1 <sup>st</sup> Quarter				2 <sup>nd</sup> Quarter				3 <sup>rd</sup> Quarter				4 <sup>th</sup> Quarter			
	E	G	F	P	E	G	F	P	E	G	F	P	E	G	F	P
Cleanliness of Facility																
Notes:																
Overall Facility Maintenance																
Notes:																
Equipment for ADL’s in Good Repair																
Notes:																
Staff Following Support Plans																
Notes:																
Individuals Engaged in Meaningful Activities																
Notes:																
Individuals Treated in Respectful Manner																
Notes:																

Notes regarding site visit:				
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Licensing Survey Dates: (A= Annual Survey; C= Complaint Survey; O = Opening Survey)

A / C / O	Visit Date(s)	Deficiencies (List Tags)	Conditions (List Tags)	Follow-Up Visit Date	Date Cleared

Notes Regarding Survey

Survey Date	Notes

Census (end of month):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 <sup>st</sup> Year												
2 <sup>nd</sup> Year												
3 <sup>rd</sup> Year												
4 <sup>th</sup> Year												
5 <sup>th</sup> Year												

Admissions / Discharges / Deaths

Admissions:

Person	Date Admitted	Admitted From:	Comments

Discharges:

Person	Date Discharged	Discharged To:	Comments

Deaths:

Person	Date of Death	Summary of Info Re: Death

**Other Significant Issues Identified:**

	<b>Issue Identified</b>	<b>Provider Response</b>
<b>Quarter 1</b>		
<b>Quarter 2</b>		
<b>Quarter 3</b>		
<b>Quarter 4</b>		

## Reporting / Documentation Requirements for CEA Facilities

Updated: 2/25/2014; 9/14/2017

It is imperative that the Contracting Party for the CEA comply with the reporting / documentation requirements below. All information is due to the Contract Monitor or designee in his/her absence, within the specified time frame. Notification may be made by e-mail, telephone (call or text), or face-to-face contact. These requirements are applicable to all OCDD ICF/IID facilities that are operated through a Cooperative Endeavor Agreement, both large facilities and community / group home facilities.

### Due As Indicated

#### Emergency and Critical Incidents (Also refer to CEA Emergency and Critical Incident Notification Process)

Private provider is responsible for notification of the following events as soon as possible but no later than one - two hour(s) after provider designee's knowledge of the incident, depending on level of alert.

- Public Protests or Demonstrations at Facilities
- Public Health Emergencies
- Incidents Involving Clients
  - Death
    - If reported in OTIS, OTIS # copied to Contract Monitor at time of Health Standards notification
    - If not reported in OTIS, copy of written report of findings copied to Contract Monitor at time sent to Health Standards
  - Abuse / Neglect
    - Allegation, OTIS # included in notification
    - Update
    - Final Report to include if substantiated / confirmed
  - Major Injury of known and unknown origin
  - Emergency Room / Hospitalizations
    - Transfer / Admission
    - Return to Facility
    - Immediate notification required only if incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member/ friend, a vehicle accident, and/or a high profile client
  - Elopement / Departure from Facility
  - Notification of Emergency Response Entity
  - Sensitive Situation
- Disasters

#### Other Reportable Incidents

- Admissions (Refer to Attachment D in CEA for additional detail)
  - Vacancy with demographic information at time of vacancy
  - At time candidate is identified

- Within 1 working day of admission
- Discharges (Refer to Attachment D in CEA for additional detail)
  - Unplanned (Due 24 hours prior to discharge)
  - Planned (Due 30 days prior to discharge and date of discharge)
- When CEA facility is in parish that is under closure due to emergency situations, such as weather conditions
  - Notify Contract Monitor and Program Manager of plans related to emergency planning within 24 hours of advisement of parish closure
  - Notify Contract Monitor and Program Manager of any issues or concerns throughout the emergency event
  - Notification will include the following
    - Current Status of residents (health and safety)
    - If plan to remain and shelter in place or evacuate facility
    - If facility has power (if lose power, notify Contract Monitor and Program Manager)
    - If facility has heat / air conditioning (if becomes a problem, notify Contract Monitor and Program Manager)
    - If there is an adequate fuel supply for generators
    - If there is an adequate supply of food and number of days of supply
    - If there is an appropriate number of staff for emergency (notify of plan for staffing if staff unable to get to work site; notify if concerns emerge during event)
    - If there is appropriate transportation should evacuation become necessary
    - Communication plan to remain in contact with facility
- Move of state owned property (Due prior to move of property utilizing Property Re-Location Form)
- LDH Health Standards Survey dates and reports / findings, plans of correction, follow-up survey dates and findings
  - Verbal or e-mail report due date surveyors arrive and date surveyors exit
  - Verbal or e-mail report due within 1 working day if any deficiencies / conditions are given, to include specific tags related to identified issues
  - Corrective Action Plan Due within 30 days of survey
- Fire Marshal Reports (Due upon completion)
- License, certification and provider enrollment (Due at time of privatization and as needed after)

**Due Monthly** (Note: In addition to reporting on a monthly basis, the items below in **BOLD** must be reported to the CEA Monitor or his/her designee as soon as possible but no later than one to two hours after the provider's knowledge of the incident as indicated in the first section of this document)

- Critical Incident Information (Due by the 10<sup>th</sup> of the month for the previous month utilizing spreadsheet provided or similar format)
  - **Death** – determined by the physician or coroner who issues the death certificate for an individual. All deaths are reportable regardless of the cause or the location where the death occurred.
  - **Abuse/Neglect Allegation** – any allegation of abuse (infliction of physical or mental injury by other parties, including but not limited to such mans as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered) or neglect (failure by a caregiver

responsible for care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being)

- **Abuse/Neglect Confirmation** – all allegations of abuse/neglect must be investigated. If investigation reveals that allegation of abuse / neglect is substantiated / confirmed, must be indicated in this count.
- **Elopement / Departure from Facility** – any unauthorized departure from a CEA ICF/IID facility or flight from employee supervision in a community setting (Note: incident requires immediate notification if the incident is reportable at the point that a facility resident is determined to be missing whether or not he/she exits the facility campus)
- **Major Medication Incident** – administration or self-administration of medication in an incorrect form, not as prescribed or ordered, or to the wrong person, or the failure to administer or self-administer a prescribed medication, which requires or results in medical attention by a physician, nurse, dentist, or any licensed health care provider (ex. Staff error; pharmacy error; person error; medication non-adherence; family error)
- **Major Illness** – any substantial change in health status, illness, or sickness (suspected or confirmed) which requires unscheduled treatment, or other medical intervention by a physician, nurse, dentist, or other licensed health care providers
- **Major Injury** – an incident resulting in fracture / dislocation; laceration requiring suture, staple, or Derma-bond in lieu of suture / staple; head trauma / concussions; or other significant injury requiring medical intervention
- **Major Injury of Unknown Origin** – any incident as described above, in which the agency does not have an identified source of the injury following investigation
- **Injury of Unknown Origin** – any incident that results in injury in which the agency does not have an identified source of the injury following investigation
- **Major Behavioral Incident** – an incident engaged in by a participant that is alleged, suspected, or witnessed by the reporter that can be reasonably expected to result in harm, or that may affect the safety and well-being of the participant (ex. Attempted suicide; suicidal threats; self-endangerment; property destruction; offensive sexual behavior; sexual aggression; physical aggression)
- **Behavioral Restraint Use** – personal, physical, chemical, or mechanical intervention used to suppress a person's behavior and do not include restraints used when conducting a medical treatment. May be planned or unplanned.
- **Medical Restraint Use** – personal, physical, chemical, or mechanical intervention that are applied as a health related protection that are prescribed by a licensed physician, dentist, or podiatrist; only used when absolutely necessary during conduct of a specified medical or surgical procedure or when absolutely necessary for the protection of the person during the time that a medical condition exists. May be planned or unplanned.
- **Injuries During Restraint** – any use of medical or behavioral restraint use that results in minor or major injury to the participant; critical incident will be counted under both restraint use and injury during restraint
- **Decubitus** – any lesion caused by unrelieved pressure and results in damage to the underlying tissues, as diagnosed by a licensed nurse or treating physician
- **Aspiration Pneumonia** – as diagnosed by treating physician
- **Choking** – total occlusion of the airway by a foreign object

- Falls – a fall occurring when the person is found down on the floor or ground (un-witnessed event) or comes to rest on the floor or ground unintentionally, assisted or unassisted (witnessed)
- Person to Person Altercations – any incident in which two participants are engaged in physical altercation
- Sexual Contact among Individuals – any incident of non-consensual sexual contact among individuals; if person’s ability to consent to sexual activity is in question, must be reported as critical incident
- Self-Injurious Behavior – SIB that requires first aid from nurse or health care professional
- **Hospitalization** – admission of a person to a hospital or other health care facility for the purpose of receiving medical care or other treatments (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- **ER Visit** – use of a hospital emergency room, whether admitted or discharged (Note: immediate notification is only required if the incident involves potential abuse / neglect, potential safety issue(s), an adversarial family member / friend, a vehicle accident, and/or a high profile client.)
- PICA – ingestion of foreign object; attempts that are blocked do not need to be reported
- Bowel Obstruction – as diagnosed by treating physician
- Loss/Destruction of home – damage to or loss of home that causes harm or the risk of harm; may be the result of any man-made or natural action, including but not limited to wind damage, fire, flood, eviction, and an unsafe or unhealthy living environment
- Involvement with law enforcement – occurs when a participant, his/her staff, or others responsible for participant’s care, are involved directly or indirectly in an alleged criminal manner, resulting in law enforcement becoming involved (ex. Participant arrested for offense/crime; on-duty staff person arrested / charged with offense / crime; on-duty staff person issued a citation for moving violation while operating agency vehicle or while transporting participant in private vehicle; victim of a crime)
- Consumer/Family Complaint – any incident in which a family member or consumer reports a complaint to the agency

**Due Quarterly** – All information that is submitted quarterly should be submitted at the same time, with due date as per Progress Report Summary.

- Progress Report Summary
  - Documentation of CEA outcomes, deliverables, performance measures and items from the agency’s quality assurance plan, includes Goals, Objectives, Activities, Performance Measures per Attachment A of CEA
  - Utilize “template” for reporting
  - Due by 15<sup>th</sup> of April, July, October, January for previous quarter
- List of staffing: Administration
- Staffing schedule – a current staffing schedule
- Current client listing by home
- Summary of findings and actions taken as a result of agency’s quality checks
- ISP dates for upcoming quarter

## **Due Annually**

- Policies, procedures, required plans (annually or during any quarter they have an update/revision):
  - Abuse/Neglect Policy
  - Emergency Planning Policy
  - Incident Management Policy
  - Emergency Evacuation Agreement and Plan
  - Quality Enhancement Plan
- Statement of financial stability
- ISP / ILP schedules (annually or as updated)
- Statement of good standing from the Secretary of State website (annually)
- Results of agency's satisfaction surveys
- Organization chart
- Professional services list – list of people contracted.
- Contract Monitor to review professional services contracts (annually, upon change, upon request from Central Office)

**ATTACHMENTS AND EXHIBITS LIST**

**List of Attachments**

- Attachment A:** Program Plan
- Attachment B:** Quarterly Progress Report for Cooperative Endeavor Agreement Intermediate Care Facilities
- Attachment C:** Disclosure and Certification Statement
- Attachment D:** CEA Admission / Discharge, Monitoring and Transition Support
- **Attachment D-1:** Contract Monitor Quarterly Summary – Year \_\_\_\_
  - **Attachment D-2:** Reporting / Documentation Requirements for CEA Facilities
- Attachment E:** Attachments and Exhibits List

**LKCH TIF JLCB AGENDA ITEM REQUEST**  
**03/08/21**

The attached packet of information is being submitted by LED on behalf of the City of Lake Charles to request approval for Tax Increment Financing utilizing 45% of future increments of the 4.5% state sales tax within three Economic Development Districts (EDD) within the City of Lake Charles: the *I-10 Corridor EDD*, the *Lakefront EDD*, and the *Enterprise Boulevard EDD*. Specifically, the request is for JLCB to approve the State to enter into a CEA with each of the EDDs for said purpose.



February 28, 2020

Senator Mack "Bodi" White  
Chairman, Joint Legislative Committee on the Budget  
900 North Third Street  
Baton Rouge, Louisiana 70802

**Re: Lakefront Economic Development District, Enterprise Boulevard - Economic Development District and 1-10 Corridor Economic Development District of the City of Lake Charles**

Dear Chairman White,

I received the attached letter from Mayor Nic Hunter of the City of Lake Charles requesting that the State dedicate two percent (2%) of the four and forty-five hundredths of one percent (4.45%) or forty-five percent (45%) of the incremental increases of State sales tax collected within the boundaries of the three economic development districts named above. The City has informed us that the areas within the boundaries of the economic development districts are currently underdeveloped. The City has identified several types of projects it wishes to induce to locate within the boundaries of these districts in order to encourage economic development in the area within the districts using a combination of undedicated City sales tax revenue, sales tax revenue to be received from a sales tax levied by one of the districts and the incremental increase of a portion of the State sales tax collected within the districts.

Louisiana Economic Development has commissioned two independent economic impact analyses and the studies indicates that any new development within the Lakefront and Enterprise Boulevard Economic Development Districts would result in an increase in collections of State sales taxes above the amounts currently being collected. Further, due to the current lack of economic activity along the I-10 Corridor, the City has determined that the public investments made possible with State sales tax increment financing support in this EDD would lead to increased private economic development. Our evaluation concurs with the City's determination that any economic activity within the districts will benefit the State economically, and that under the City's proposal the State will receive more funds from the increased sales tax revenue than the City would receive from the State sales tax increment dedicated to these projects.

Please accept this letter as the written evaluation and determination of the Louisiana Department of Economic Development as required under La. R.S. 33:9038.34(A)(6).

Thank you for your assistance and cooperation with this matter. Should you have any further questions, please do not hesitate to contact me or LED Assistant Secretary, Mandi Mitchell.

Sincerely,

Don Pierson, Secretary

Attachments



## CITY OF LAKE CHARLES

NICHOLAS E. HUNTER  
MAYOR

326 Pujot Street • P.O. Box 900  
Lake Charles, LA 70602-0900  
(337) 491-1201 • FAX (337) 491-1206

OFFICE OF THE MAYOR

July 2, 2019

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

**Re: Lakefront Economic Development District, Enterprise Boulevard Economic Development District and 1-10 Corridor Economic Development District of the City of Lake Charles**

Dear Secretary Pierson:

The City Council of the City of Lake Charles recently created several economic development districts within the City limits as authorized by the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "EDD Laws"). The districts were named the Lakefront Economic Development District (the "Lakefront District"), the Enterprise Boulevard Economic Development District (the "Enterprise District") and the 1-10 Corridor Economic Development District (the "1-10 District") and the boundaries of such districts were generally drawn around underdeveloped areas of the City.

Attached hereto is a map showing the three districts. Of significance to the State, each district's major roadway is a State (North Lakeshore Drive, Veteran's Memorial Boulevard and Enterprise Boulevard) or Federal (1-10) roadway.

In the next sixty days, the City expects to (a) release an advertisement for a restaurant to be located in the Lakefront District, (b) receive bids and enter into cooperative endeavors for the construction of a \$20 million science and education center/museum, and (c) further discussions with an outdoor outfitter to expand the use of the City's lake and beachfront. Daily, the City continues to seek out developers who can revitalize these once thriving but now depressed and blighted areas of the City.

The City intends to offer certain economic incentives through the use of the districts in a manner that is intended to encourage economic development within the boundaries of the districts. The City receives revenue from an aggregate of two percent (2.0%) of undedicated sales taxes levied by the City that it expects to use to incentivize economic development in all three districts. In addition, the Lakefront District has levied a one percent (1.0%) sales tax within the boundaries of the Lakefront District that is expected to be used to support projects within its boundaries. The City also desires for the State of Louisiana (the "State") to authorize the incremental increases of two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales taxes collected within the boundaries of all three districts to be used to fund certain public infrastructure needs to support projects within the districts.

*United for Progress and Prosperity*

The EDD Laws, specifically Section 9038.34(A)(6) thereof, authorize State sales tax increments to be dedicated to pay the costs of a project within the boundaries of an economic development district, and to pay revenue bonds for a local economic development project provided that the amount dedicated will not exceed the aggregate portion of the local sales tax increment dedicated for such purposes. The proposed use of State sales tax increments must be submitted by the secretary of the Department of Economic Development to the Joint Legislative Committee on the Budget for approval. The submission by the Department is required to include an evaluation and determination by the Department of the anticipated increase in State sales tax revenues to be collected within the State over State sales tax revenues that were collected within the State in the year immediately prior to the year in which the project is submitted to the committee that would be a direct result of the project.

The City has identified certain types of projects that it desires to induce to locate within the boundaries of the districts. These projects include restaurants, retail and other commercial establishments, places of entertainment, and any other projects that will add to the tax base of the City and the State. However, the City's incentives are intended to be used to induce a variety of development within the districts and not one specific project. Any State sales tax increments that would be available for use within the districts would result from an increase in State sales taxes above the amount currently being collected. In addition, because the City desires to use only two percent (2.0%) of the State sales taxes generated within the districts, the State will receive more funds from any increased sales tax revenue than the City would generate as a result of the State sales tax increment to be dedicated to these projects.

While it may not be possible to include a determination of the anticipated increase in the State sales tax revenues as a result of the proposed use of State sales tax increment by the City, the City respectfully requests that the Department submit an evaluation of this request for consideration by the Joint Legislative Committee on the Budget. I have enclosed with this letter a draft of a Cooperative Endeavor Agreement between the City and the State, acting through the Louisiana Department of Revenue, which we would propose for consideration by the committee at the appropriate time.

Please do not hesitate to contact me with any questions.

Sincerely,



**NICHOLAS E. HUNTER**

Mayor

City of Lake Charles

Enclosures

State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

December 5, 2019

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: 1-10 Corridor Economic Development District of the City of Lake Charles

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the 1-10 Corridor economic development district in the City of Lake Charles.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the 1-10 Corridor economic development district is enclosed for your reference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly L. Robinson".

Kimberly L. Robinson  
Secretary  
Department of Revenue

*Contributing to a better quality of life.*

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896  
Telephone (225) 219-4059 • Fax (225) 219-2114  
[www.revenue.louisiana.gov](http://www.revenue.louisiana.gov)

State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

December 5, 2019

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: Enterprise Boulevard Economic Development District of the City of Lake Charles

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the Enterprise Boulevard economic development district in the City of Lake Charles.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the Enterprise Boulevard economic development district is enclosed for your reference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly L. Robinson", is written over a light blue circular stamp.

Kimberly L. Robinson  
Secretary  
Louisiana Department of Revenue

*Contributing to a better quality of life.*

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KIMBERLY LEWIS ROBINSON  
Secretary

December 5, 2019

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: Lakefront Economic Development District of the City of Lake Charles

Dear Secretary Pierson,

I have reviewed your department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the Lakefront economic development district in the City of Lake Charles.

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the district, as referred to in your letter. Please accept this letter as certification as to the correctness of your department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. R.S. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the Lakefront economic development district is enclosed for your reference.

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Department of Revenue

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**Lake Charles TIF Cost Estimate**

**FYE June 30, 2018**

<b>TIF Districts</b>	<b>Enterprise Blvd</b>	<b>I-10 Business Corridor</b>	<b>Lakefront</b>
State Annual Base (Gross Tax Reported less V.C.)	\$294,938.88	\$445,990.00	\$38,066.00
Monthly State Base (Annual State Base divided by 12)	\$24,578.24	\$37,165.83	\$3,172.17

\*updated Enterprise Blvd 12.17.2019

\*updated Lakefront 2.26.20

# The Economic Impact of Proposed Lake Charles Tax Increment Financing Districts on Louisiana

Dek Terrell, PhD  
Professor, Louisiana State University

November 24, 2019



**E. J. Ourso College of Business**  
Economics & Policy Research Group

## EXECUTIVE SUMMARY

This report summarizes the estimated economic impact of Port Wonder on the Louisiana economy. Two other economic districts are planned, but detailed economic data on new commitments in these developments is not available at this time. The impact study is conducted at the state level and it estimates the impact of the operations of the Lakefront District containing Port Wonder on output, earnings, jobs and tax revenues. The analysis includes construction and the operational impacts over a 30-year period. The results are limited to data provided on the Children's Center, Science and Educational Complex and one proposed additional Lakeside private facility late in development. Because a number of retail, food services and entertainment facilities are planned but not yet at the stage of providing detailed data, estimates are likely to be conservative.

### **Economic Impacts:**

- The initial phase of construction activities will involve \$22.2 million in total spending.
- Operations add \$185.3 million of spending or \$95.6 million in 2020\$.
- When indirect effects are included, Port Wonder and related developments should increase Louisiana output by approximately \$370 million over 30 years. The net present value of the output stream implies that this is equivalent to \$205 million in 2020 dollars.
- This translates into \$113 million of earnings (\$63 million when converted to 2020\$).
- We consider a range from 20%-50% of net new spending attracted in tax computations. Direct sales & use cumulative tax projections range from \$1,338,051-\$3,345,127. In 2020\$, this translates into a range of \$742,310-\$1,855,755.
- Accounting for direct and indirect impacts on sales & use, this impact ranges from \$1.8 million to \$4.6 million.
- During the construction phase, the Lakefront District projects will create 223 jobs. Operations will ramp up over time to reach roughly 100 jobs at the peak.
- Analysis from the Louisiana Department of Revenue shows that today the state is currently collecting \$374,180.96 from the Lakefront, I-10, and Enterprise EDDs, collectively.
- LDR analysis shows that collections in the Lakefront EDD were \$42,653.00 in 2019. Taking into account existing and projected projects in the Lakefront District, the net effect of the proposed TIF district would likely be positive.
- There are no currently proposed projects for the Enterprise and I-10 Corridor EDDs, hence we do not have enough information to estimate a net impact of those TIFs.

## INTRODUCTION

This report summarizes estimates of the economic impact on the state of the Port Wonder Lake Front Development project in Lake Charles. The business is expected to ramp up with construction of Port Wonder's Children Center, a Science and Educational Complex, and some additional facilities immediately with more to follow. Our computations are based only on the two Port Wonder Museum facilities and one additional private business.

## METHODOLOGY

Like a rock dropped into a pond, an injection of new dollars into an economy ripples throughout that economy. Spending by the firm and its employees directly creates new sales in the community. Area businesses that benefit from those expenditures in turn hire additional workers. Spending by those businesses and their employees then creates another round of sales for other businesses and the process continues. Economic impact analysis provides us with the tools to quantify the full impact of these ripple effects within an economy using jobs, earnings, and value added multipliers.

Wassily Leontief was awarded the 1973 Nobel Prize in Economics "... for the development of the input-output method and for its application to important economic problems."<sup>1</sup> Not surprisingly, input-output models have advanced considerably over the five decades since Leontief's award. However, the same fundamental principles apply. The methodology relies on the assumption of linear relationships (and technology) to capture commodity flows from producers to intermediate and final consumers.

The model is attractive because it allows economists to quantify the spillovers from additional activity in one sector. For instance, an expansion in one industry leads to greater income

<sup>1</sup>Miller, Ronald E. and Peter D. Blair (2009), *Input-Output Analysis*, New York: Cambridge University Press.

for workers in other industries. These groups in turn spend more in the economy, creating another round of activity. Input-Output analysis provides a method of estimating the sum total of these ripples through the economy. Miller and Blair (2009) provide a full overview of input-output analysis. This study uses BEA RIMS II multipliers for those computations.

### **DATA AND ASSUMPTIONS**

The main source of input data for Port Wonder were reports obtained from Louisiana Economic Development. Another important assumption is the method by which nominal and real prices are calculated. All discounting in this report is based on the Parish cost of capital. At the time of this analysis, the most recent yield on Calcasieu Parish bonds was 4.00%.<sup>2</sup>

### **ECONOMIC IMPACT**

Table 1 contains the total direct revenues estimated during the construction phase and over the first 30 years (29 years of operations allowing for a one-year construction period). Total construction costs are anticipated to be \$22.2 million with \$15.8 million of Louisiana spending.<sup>3</sup> Operations push total spending to \$207.5 million with \$157.5 million of estimated Louisiana taxable spending. The operations jobs figure in Table 1 is the average employment gain over the full 29- year operations period; thus, no sum is given. The total spending and impact on output earnings and jobs is computed at this stage as if there were no crowding out of current Louisiana businesses or attractions. We address this issue with taxes.

<sup>2</sup> <https://louisiana.municipalbonds.com/bonds/recent/>

<sup>3</sup> Some exhibits were not available in Louisiana and must be sourced out-of-State.

**TABLE 1**  
**ECONOMIC IMPACT (NOMINAL \$MILLIONS)**

<b>Item</b>	<b>Spending</b>	<b>Nominal Taxable Spending</b>	<b>Output</b>	<b>Earnings</b>	<b>Jobs</b>
Construction	\$22.2	\$15.8	\$30.6	\$10.8	223
Operations	\$185.3	\$141.7	\$339.1	\$102.0	93
Total	\$207.5	\$157.5	\$369.6	\$112.8	

Note: Jobs represent average annual employment. All other figures are the sum in millions of current period dollars and based on U.S. RIMS II multipliers and author's computations. Totals may not sum due to rounding.

**TABLE 2**  
**ECONOMIC IMPACT (NOMINAL \$)**

<b>Net New Spend</b>	<b>Net New Direct Sales &amp; Use Tax</b>	<b>Indirect Sales &amp; Use Tax</b>	<b>Total LA Sales &amp; Use Tax Benefit</b>
20%	\$1,338,051	\$501,622	\$1,839,673
25%	\$1,672,564	\$627,028	\$2,299,592
30%	\$2,007,076	\$752,433	\$2,759,510
35%	\$2,341,589	\$877,839	\$3,219,428
40%	\$2,676,102	\$1,003,244	\$3,679,346
45%	\$3,010,615	\$1,128,650	\$4,139,265
50%	\$3,345,127	\$1,254,056	\$4,599,183

Table 2 reports estimated direct sales taxes for a range of percentages of new Louisiana spending. Based on license plate counts and intercept surveys, prior studies have estimated that over 60% of Lake Charles casino revenues are from outside Louisiana. We anticipate a lower portion for this development, though the proximity to Texas and visitors already attracted to the area's casinos led to a range of 20% to 50% new spending (80% to 50% of spending cannibalizes existing Louisiana spending.) The first column converts estimated taxable Louisiana sales to direct sales taxes using the current state tax rate. Note that we assume the Museum facilities are non-profit and

thus not subject to sales taxes. Indirect sales & use taxes are computed based on the implicit tax rate implied by the ratio of taxes in the 2017 FY CAFR to BEA personal income.

Table 3 discounts future operations revenues, Louisiana spending, and raw output and earnings to the first year using the current cost of capital for Calcasieu Parish. Table 4 provides similar discounted values for the estimated tax revenue flows.

**TABLE 3  
ECONOMIC IMPACT (2020\$ MILLIONS)**

<b>Item</b>	<b>Spending</b>	<b>Nominal Taxable Spending</b>	<b>Output</b>	<b>Earnings</b>	<b>Jobs</b>
Construction	\$22.2	\$15.8	\$30.6	\$10.8	223
Operations <sup>1</sup>	\$95.6	\$72.3	\$174.8	\$52.5	93
Total	\$117.8	\$88.1	\$205.3	\$63.3	

Note: Jobs represent average annual employment across all thirty years. All other figures are the sum in millions of current period dollars and based on U.S. RIMS II multipliers and author's computations. Totals may not sum due to rounding. <sup>1</sup> Jobs total for operations is the average over 29 years of operations.

**TABLE 4  
STATE TAX IMPACT (2020\$)**

<b>Net New Spend</b>	<b>Net New Direct Sales &amp; Use Tax</b>	<b>Indirect Sales &amp; Use Tax</b>	<b>Total LA Sales &amp; Use Tax Benefit</b>
20%	\$742,310	\$284,295	\$1,026,605
25%	\$927,888	\$355,369	\$1,283,257
30%	\$1,113,465	\$426,443	\$1,539,908
35%	\$1,299,043	\$497,517	\$1,796,559
40%	\$1,484,620	\$568,590	\$2,053,211
45%	\$1,670,198	\$639,664	\$2,309,862
50%	\$1,855,775	\$710,738	\$2,566,513

### Conclusion

This report examines the economic impact of proposed developments in three proposed economic Lake Charles economic development districts. Because no detailed proposals were provided for the Enterprise Boulevard and I-10 Business Corridor, we focus on the Lakefront area. Accounting for 50%-80%

“crowd-out,” we estimate \$1.3-\$3.3 million (\$0.7-1.9 million in 2020\$) in net new Louisiana sales & use taxes from construction and operations over the first thirty years based on current proposals.

## References

U.S. Bureau of Economic Analysis (BEA), “User Inputs,” in *Regional Input- Output Modeling application (RIMS II) Handbook* (Washington, DC: BEA, September 2011, 5–1).

Miller, Ronald E. and Peter D. Blair (2009), *Input-Output Analysis*, New York: Cambridge University Press.

# Analysis of State Sales Tax Generated from the Acadian Project

**Prepared by the H.C. Drew Center for Business and  
Economic Analysis (Drew CBEA) at McNeese State  
University**

**Requested by and presented to Louisiana Economic  
Development**

March 2020

## Executive Summary

The Drew CBEA estimated the state sales taxes generated from the construction and operation of a new operations and administrative building in Lake Charles, LA. Using various methods, the estimates of sales taxes generated from each phase are as follows:

### Construction Phase

	Sales Taxes Collected	Sales Taxes Collected - Assuming 2% Inflation
IMPLAN State Sales Tax Estimates	\$28,305	\$28,493
Ratio of Sales Tax Collections to Earnings	\$61,608	\$62,019
All Materials Purchased in LA	\$126,825	\$127,671
Additional Collections from IMPLAN	\$148,923	\$149,916
Additional Collections from Ratios	\$140,415	\$141,351
<b>Average</b>	<b>\$101,215</b>	<b>\$101,890</b>

### Operations Phase – 30 Year Period Cumulative Estimates

	Sales Taxes Collected	Sales Taxes Collected - Assuming 2% Inflation
IMPLAN State Sales Tax Estimates	\$2,597,218	\$3,642,607
Ratio of Sales Tax Collections to Earnings	\$1,927,949	\$2,703,955
<b>Average</b>	<b>\$2,262,583</b>	<b>\$3,173,281</b>

## Project Overview

Acadian Ambulance is building a new Operations and Administrative Building for the Lake Charles market. The building will also house their National EMS Academy which will train future employees that will allow them to test for their Basic Paramedic Certification.

The construction of the facility should consist of an 11,000 square foot two story office building and a 2,500 square foot mechanic shop. The building will have 60 parking spaces for customers and employees and should be on between 1.5 and 2 acres of land. The building will also install a 6 foot decorative iron security fence and electric gate system. The construction start date is still to be determined, but the timeline is slated at 18 months from start to finish.

Once in operation, the project is expected to employ 108 full-time workers with a payroll of \$4,930,500 and 17 part-time employees with a payroll of \$383,500. The projected annual growth in sales is 15%.

## Sales Tax Projections

### 1. Construction Phase

The construction phase of the project is projected to cost a total of \$2.85 million. In order to calculate the sales tax generated from the project, there are different ways to obtain the estimate and each will be presented. Since the construction is projected to take 18 months, it is assumed the sales tax will be generated in all 12 months of 2020 and 6 months of 2021.

The latest annual CPI measurements show that the average inflation rate from 2010 to 2019 was 1.8%. Rounding to 2%, this inflation figure can be applied to the final 6 months of construction in 2021 (as well as future years for operations). Results with and without this inflation factor are presented for all analyses.

a. Using sales tax estimates from IMPLAN

IMPLAN was used to estimate the economic impacts of this project. The model constructed is a Multi-Regional Input-Output (MRIO) model that places the direct effect of the project in Calcasieu parish and the effects to the rest of the state are estimated via trade flows with an outside region consisting of the 63 other parishes. IMPLAN also estimates the tax impacts coming from an economic impact. According to IMPLAN, the tax data is compiled from Census Bureau releases, including the annual State Government Tax collections survey<sup>1</sup>. Since the latest data from this Census release is from FY 2018, this would mean that the tax impacts were calculated using the old sales tax rate of 5%. Beginning in FY 19 (July 1, 2018), the sales tax rate fell to 4.45%. This implies that if one were to use the sales tax estimates from IMPLAN, the results must be scaled down using the ratio of the new rate to the old rate (equaling 89%).

The sales tax results from IMPLAN show that total sales tax collected from the construction of the project should amount to \$28,305. If the inflation rate is applied to the first six months of the next year, the results are slightly higher at \$29,562.

b. Using ratios of sales tax collections to earnings

IMPLAN's tax effects are modeled using relationships between tax categories from public data sources to income and other economic variables from public data sources. In order to get a more specific Louisiana measure, one could use a methodology that has been adopted by other impact reports being conducted in the state.

The Legislative Fiscal Office (LFO) releases a document explaining the relationship between average state tax yield and household earnings<sup>2</sup>. Using categories from the state tax collections related to personal earnings in the state, the measure yields an estimate of total state taxes that can be expected to be collected from household earnings. While this is a total state tax measure, one can use this methodology and the same sources to look at the relationship between sales tax collections and earnings.

Figures obtained show that general sales taxes have a ratio of 2.9% with earnings and vehicle sales tax collections have a ratio of 0.4% with earnings. This leads to the conclusion that 3.3% of earnings will be associated with sales taxes<sup>3</sup>.

Assuming 3.3 cents of every dollar goes back to the state as personal income, a \$2.85 million construction project is projected by IMPLAN to have \$1.86 million in total labor income (including indirect and induced effects). Using that ratio estimates the project would result in \$61,008 in sales tax revenues to the state. If inflation is added for the first half of the second year, the results show a slightly higher increase of \$62,019.

c. All costs of materials are purchased in Louisiana

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<sup>1</sup> <https://implanhelp.zendesk.com/hc/en-us/articles/360041446574-Tax-Data>

<sup>2</sup> Found at [http://lfo.louisiana.gov/files/revenue/AvgTaxYieldOfEarnings\\_2019.pdf](http://lfo.louisiana.gov/files/revenue/AvgTaxYieldOfEarnings_2019.pdf)

<sup>3</sup> Due to the frequent changes in the sales tax rate, the ratio for FY 2019 was obtained and used due to it being the first full year of the current sales tax rate with a full year of sales tax collections and earnings measures with the 4.45% figure.

If all costs of construction come from Louisiana, it may be assumed these are all taxable. If that is the case, the sales tax generated from the construction phase is a simple calculation of \$2.85 million times the current state sales tax rate of 4.45% giving a total of \$126,825.

The sales tax generated would equal \$84,550 in 2020 and \$43,121 in 2021 for a slightly higher total of \$127,671 if the figures are adjusted for inflation.

i. Indirect and induced effects of construction from IMPLAN

Assuming the total cost of materials results in the sales tax of 4.45% times the \$2.85 million, the indirect and induced effects also have tax collections implications. Adding the indirect and induced state level sales tax collections from IMPLAN to this figure results in a total sales tax collection amount of \$148,923 when not accounting for inflation and \$149,916 when assuming 2% inflation per year.

ii. Indirect and induced effects of construction using ratio of sales tax collections to earnings

Instead of using the indirect and induced sales tax collections from IMPLAN, one could also use the indirect and induced labor income estimates from IMPLAN. If these are multiplied by the 3.3% figure to obtain a measure of sales taxes from additional economic activity and added to obtain a total, the results show \$140,415 in sales taxes when not accounting for inflation. Adding inflation results in a total of \$141,351.

## 2. Operations Phase

Once the project is in operation, the new building will be expected to employ 125 workers with a total payroll of \$5.314 million. Generating estimates of sales tax from this project can be seen as particularly difficult due to the fact that ambulance transportation service is not taxable in Louisiana. While sales are reported to increase at 15% a year for the first 10 years of operation, none of the sales will be taxable under the state tax code.

Therefore, the additional sales taxes generated will most likely come from the indirect and induced effects of the income generated by the economic activity at the project<sup>4</sup>. Once again, an IMPLAN MRIO model was used to model the impacts of 125 net new workers with a total payroll of \$5.314 million.<sup>5</sup> The operations were assumed to begin in 2022. The sales tax collections were estimated for one year and 30 years of sales tax collections were calculated. The sales tax collections were estimated in two different ways.

a. Using sales tax estimates from IMPLAN

As with the construction estimates, the sales tax generated from the operations of the facility were scaled down to match the current tax rate of 4.45%. Estimates must also account for the fact that on July 1, 2025, current law has the sales tax rate falling to 4%. Therefore in 2025, half of the sales tax estimates for the year are reduced by the ratio of the current sales tax rate to previous 5% rate and the other half are reduced by the ratio of the future rate of 4% to the previous ratio of 5% (which is 80%). All estimates in further years are scaled solely by this lower ratio.

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<sup>4</sup> There may be an argument that direct sales will lead to more direct income which could result in more sales taxes, but that is not shown here (plus, future rounds of spending from the direct income will be in the indirect and induced impacts). The total payroll estimate and number of employees were used to obtain an estimate of the direct sales that would be modeled for impacts. However, the attached documents have the estimates of sales taxes that would occur from direct effects as well as the indirect and induced effects.

<sup>5</sup> A note on the operations phase is that these estimates could be considered somewhat conservative. The payroll estimate of \$5.314 million does not include benefits. Sometimes, when inputting payroll figures into economic impact estimation, practitioners will include a measure of benefits to add to the payroll to get a figure in line with labor income reported in the model. That approach was not taken here so as to keep the estimates conservative.

Without accounting for inflation, the annual sales tax generated from the indirect and induced effects estimated by IMPLAN is \$95,006 for the first year. Over a 30 year period, taking into account the future sales tax change, the cumulative figure amounts to \$2,597,218. If inflation is assumed to be 2% a year, the results show that sales taxes generated over the 30 year period amount to \$3,642,607.

b. Using ratios of sales tax collections to income

If the same 3.3% rate from before is applied to the indirect and induced labor income estimates from IMPLAN, estimates of sales tax generated can be obtained. Since the ratio was calculated using the current sales tax rate, estimates of future revenues need to account for the drop from the current rate of 4.45% to 4% that is in current law taking effect on July 1, 2025. (This ratio is approximately 90%).

IMPLAN estimates the project will result in \$2.13 million in indirect and induced labor income per year. Assuming 3.3 cents of every dollar goes back to the state as sales taxes, this results in a figure of \$70,569 for the first year. Over a 30 year period, the cumulative results show \$1,927,949 in sales tax generated. If the 2% inflation rate is assumed, the total sales tax collected over 30 years is \$2,703,955.

## Conclusion

Using alternative methods of calculating sales taxes from construction and operations of the project show that construction of the facility could result in sales tax revenues ranging from approximately \$28 thousand to \$150 thousand. The average of all methods produces a figure a little over \$100 thousand dollars.

The operations of the facility could result in tax revenues from approximately \$2 million to \$2.6 million if inflation is not considered, resulting in an average of \$2.3 million across the figures. If inflation is used, the sales taxes collected range from \$2.7 million to \$3.6 million for an average of \$3.2 million across all estimations.

# **Analysis of State Sales Tax Generated from the Acadian Project and Railroad Avenue Market**

**Prepared by the H.C. Drew Center for Business and  
Economic Analysis (Drew CBEA) at McNeese State  
University**

**Requested by and presented to Louisiana Economic  
Development**

**March 2020**

# The Acadian Project

## Executive Summary

The Drew CBEA estimated the state sales taxes generated from the construction and operation of a new operations and administrative building in Lake Charles, LA. Using various methods, the estimates of sales taxes generated from each phase are as follows:

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Once in operation, the project is expected to employ 108 full-time workers with a payroll of \$4,930,500 and 17 part-time employees with a payroll of \$383,500. The projected annual growth in sales is 15%.

## Sales Tax Projections

### 1. Construction Phase

The construction phase of the project is projected to cost a total of \$2.85 million. In order to calculate the sales tax generated from the project, there are different ways to obtain the estimate and each will be presented. Since the construction is projected to take 18 months, it is assumed the sales tax will be generated in all 12 months of 2020 and 6 months of 2021.

The latest annual CPI measurements show that the average inflation rate from 2010 to 2019 was 1.8%. Rounding to 2%, this inflation figure can be applied to the final 6 months of construction in 2021 (as well as future years for operations). Results with and without this inflation factor are presented for all analyses.

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IMPLAN was used to estimate the economic impacts of this project. The model constructed is a Multi-Regional Input-Output (MRIO) model that places the direct effect of the project in Calcasieu parish and the effects to the rest of the state are estimated via trade flows with an outside region consisting of the 63 other parishes. IMPLAN also estimates the tax impacts coming from an economic impact. According to IMPLAN, the tax data is compiled from Census Bureau releases, including the annual State Government Tax collections survey<sup>1</sup>. Since the latest data from this Census release is from FY 2018, this would mean that the tax impacts were calculated using the old sales tax rate of 5%. Beginning in FY 19 (July 1, 2018), the sales tax rate fell to 4.45%. This implies that if one were to use the sales tax estimates from IMPLAN, the results must be scaled down using the ratio of the new rate to the old rate (equaling 89%).

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Assuming 3.3 cents of every dollar goes back to the state as personal income, a \$2.85 million construction project is projected by IMPLAN to have \$1.86 million in total labor income (including indirect and induced effects). Using that ratio estimates the project would result in \$61,008 in sales tax revenues to the state. If inflation is added for the first half of the second year, the results show a slightly higher increase of \$62,019.

c. All costs of materials are purchased in Louisiana

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<sup>2</sup> Found at [http://lfo.louisiana.gov/files/revenue/AvgTaxYieldOfEarnings\\_2019.pdf](http://lfo.louisiana.gov/files/revenue/AvgTaxYieldOfEarnings_2019.pdf)

<sup>3</sup> Due to the frequent changes in the sales tax rate, the ratio for FY 2019 was obtained and used due to it being the first full year of the current sales tax rate with a full year of sales tax collections and earnings measures with the 4.45% figure.

If all costs of construction come from Louisiana, it may be assumed these are all taxable. If that is the case, the sales tax generated from the construction phase is a simple calculation of \$2.85 million times the current state sales tax rate of 4.45% giving a total of \$126,825.

The sales tax generated would equal \$84,550 in 2020 and \$43,121 in 2021 for a slightly higher total of \$127,671 if the figures are adjusted for inflation.

i. Indirect and induced effects of construction from IMPLAN

Assuming the total cost of materials results in the sales tax of 4.45% times the \$2.85 million, the indirect and induced effects also have tax collections implications. Adding the indirect and induced state level sales tax collections from IMPLAN to this figure results in a total sales tax collection amount of \$148,923 when not accounting for inflation and \$149,916 when assuming 2% inflation per year.

ii. Indirect and induced effects of construction using ratio of sales tax collections to earnings

Instead of using the indirect and induced sales tax collections from IMPLAN, one could also use the indirect and induced labor income estimates from IMPLAN. If these are multiplied by the 3.3% figure to obtain a measure of sales taxes from additional economic activity and added to obtain a total, the results show \$140,415 in sales taxes when not accounting for inflation. Adding inflation results in a total of \$141,351.

## 2. Operations Phase

Once the project is in operation, the new building will be expected to employ 125 workers with a total payroll of \$5.314 million. Generating estimates of sales tax from this project can be seen as particularly difficult due to the fact that ambulance transportation service is not taxable in Louisiana. While sales are reported to increase at 15% a year for the first 10 years of operation, none of the sales will be taxable under the state tax code.

Therefore, the additional sales taxes generated will most likely come from the indirect and induced effects of the income generated by the economic activity at the project<sup>4</sup>. Once again, an IMPLAN MRIO model was used to model the impacts of 125 net new workers with a total payroll of \$5.314 million.<sup>5</sup> The operations were assumed to begin in 2022. The sales tax collections were estimated for one year and 30 years of sales tax collections were calculated. The sales tax collections were estimated in two different ways.

a. Using sales tax estimates from IMPLAN

As with the construction estimates, the sales tax generated from the operations of the facility were scaled down to match the current tax rate of 4.45%. Estimates must also account for the fact that on July 1, 2025, current law has the sales tax rate falling to 4%. Therefore in 2025, half of the sales tax estimates for the year are reduced by the ratio of the current sales tax rate to previous 5% rate and the other half are reduced by the ratio of the future rate of 4% to the previous ratio of 5% (which is 80%). All estimates in further years are scaled solely by this lower ratio.

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<sup>4</sup> There may be an argument that direct sales will lead to more direct income which could result in more sales taxes, but that is not shown here (plus, future rounds of spending from the direct income will be in the indirect and induced impacts). The total payroll estimate and number of employees were used to obtain an estimate of the direct sales that would be modeled for impacts. However, the attached documents have the estimates of sales taxes that would occur from direct effects as well as the indirect and induced effects.

<sup>5</sup> A note on the operations phase is that these estimates could be considered somewhat conservative. The payroll estimate of \$5.314 million does not include benefits. Sometimes, when inputting payroll figures into economic impact estimation, practitioners will include a measure of benefits to add to the payroll to get a figure in line with labor income reported in the model. That approach was not taken here so as to keep the estimates conservative.

Without accounting for inflation, the annual sales tax generated from the indirect and induced effects estimated by IMPLAN is \$95,006 for the first year. Over a 30 year period, taking into account the future sales tax change, the cumulative figure amounts to \$2,597,218. If inflation is assumed to be 2% a year, the results show that sales taxes generated over the 30 year period amount to \$3,642,607.

b. Using ratios of sales tax collections to income

If the same 3.3% rate from before is applied to the indirect and induced labor income estimates from IMPLAN, estimates of sales tax generated can be obtained. Since the ratio was calculated using the current sales tax rate, estimates of future revenues need to account for the drop from the current rate of 4.45% to 4% that is in current law taking effect on July 1, 2025. (This ratio is approximately 90%).

IMPLAN estimates the project will result in \$2.13 million in indirect and induced labor income per year. Assuming 3.3 cents of every dollar goes back to the state as sales taxes, this results in a figure of \$70,569 for the first year. Over a 30 year period, the cumulative results show \$1,927,949 in sales tax generated. If the 2% inflation rate is assumed, the total sales tax collected over 30 years is \$2,703,955.

## **Conclusion on Acadian Project**

Using alternative methods of calculating sales taxes from construction and operations of the project show that construction of the facility could result in sales tax revenues ranging from approximately \$28 thousand to \$150 thousand. The average of all methods produces a figure a little over \$100 thousand dollars.

The operations of the facility could result in tax revenues from approximately \$2 million to \$2.6 million if inflation is not considered, resulting in an average of \$2.3 million across the figures. If inflation is used, the sales taxes collected range from \$2.7 million to \$3.6 million for an average of \$3.2 million across all estimations.

## ***Railroad Avenue Market***

### **Executive Summary**

The Drew CBEA estimated the state sales taxes generated from the renovation and operation of a new food hall building/operation in Lake Charles, LA. Using various methods, the estimates of sales taxes generated from each phase are as follows:

#### **Construction Phase**

	<b>Sales Taxes Collected</b>	<b>Sales Taxes Collected - Assuming 2% Inflation</b>
IMPLAN State Sales Tax Estimates	\$53,056	\$53,586
Ratio of Sales Tax Collections to Earnings	\$65,564	\$66,219
All Materials Purchased in LA	\$178,000	\$179,780
Additional Collections from IMPLAN	\$224,420	\$226,664
Additional Collections from Ratios	\$198,651	\$200,637
<b>Average</b>	<b>\$143,938</b>	<b>\$145,377</b>

## Operations Phase – 30 Year Period Cumulative Estimates

	Sales Taxes Collected	Sales Taxes Collected - Assuming 2% Inflation
<b>No Substitution Effects</b>		
IMPLAN State Sales Tax Estimates – 100%	\$6,000,752	\$8,416,075
Ratio of Sales Tax Collections to Earnings – 100%	\$4,071,901	\$5,710,855
Direct Annual Sales - 100%	\$7,780,800	\$10,912,599
Additional Collections from IMPLAN	\$9,420,508	\$13,212,295
Additional Collections from Ratios	\$8,775,976	\$12,308,336
<b>Average</b>	<b>\$7,209,987</b>	<b>\$10,112,032</b>
<b>75% Net New Sales</b>		
IMPLAN State Sales Tax Estimates – 75%	\$4,910,491	\$6,886,980
Ratio of Sales Tax Collections to Earnings – 75%	\$3,302,720	\$4,632,075
Direct Annual Sales - 75%	\$5,835,600	\$8,184,449
Additional Collections from IMPLAN	\$7,475,308	\$10,484,145
Additional Collections from Ratios	\$6,830,776	\$9,580,186
<b>Average</b>	<b>\$5,670,979</b>	<b>\$7,953,567</b>
<b>50% Net New Sales</b>		
IMPLAN State Sales Tax Estimates – 50%	\$3,820,230	\$5,357,885
Ratio of Sales Tax Collections to Earnings – 50%	\$2,533,538	\$3,553,296
Direct Annual Sales - 50%	\$3,890,400	\$5,456,299
Additional Collections from IMPLAN	\$5,530,108	\$7,755,995
Additional Collections from Ratios	\$4,885,576	\$6,852,037
<b>Average</b>	<b>\$4,131,970</b>	<b>\$5,795,102</b>
<b>25% Net New Sales</b>		
IMPLAN State Sales Tax Estimates – 25%	\$2,729,969	\$3,828,791
Ratio of Sales Tax Collections to Earnings – 25%	\$1,764,357	\$2,474,517
Direct Annual Sales - 25%	\$1,945,200	\$2,728,150
Additional Collections from IMPLAN	\$3,584,908	\$5,027,845
Additional Collections from Ratios	\$2,940,376	\$4,123,887
<b>Average</b>	<b>\$2,592,962</b>	<b>\$3,636,638</b>

## Project Overview

Railroad Avenue Market is a project consisting of the renovation of an abandoned, historic structure to create a food hall for the Lake Charles market. The concept will be similar to the White Star Market in Baton Rouge and St. Roch Market in New Orleans, providing a variety of restaurant establishments in a central location where customers can choose their cuisine. The food hall will be registered as a historic landmark.

The renovations of the facility should begin in June 2020 with construction completing in early to mid-2021.

Once in operation, the project is expected to employ 118 full-time workers and 38 part-time workers with a payroll of \$3,400,000. The projected annual sales are \$6,400,000.

## Sales Tax Projections

### 1. Construction Phase

The construction phase of the project is projected to cost a total of \$4 million. In order to calculate the sales tax generated from the project, there are different ways to obtain the estimate and each will be presented as was done with the Acadian Project. Since the construction is projected to take approximately twelve months, it is assumed the sales tax will be generated in all 6 months of 2020 and 6 months of 2021. Results with and without the 2% inflation factor are presented for all analyses.

#### a. Using sales tax estimates from IMPLAN

Once again, an MRIO model that places the direct effect of the project in Calcasieu parish and the effects to the rest of the state estimated via trade flows with an outside region consisting of the 63 other parishes was used to calculate the economic impacts from construction of the project. The same considerations for changes in the sales tax rate the state has seen were used in analysis of this project.

The sales tax results from IMPLAN show that total sales tax collected from the construction of the project should amount to \$53,056. If the inflation rate is applied to the first six months of the next year, the results are slightly higher at \$53,586.

#### b. Using ratios of sales tax collections to earnings

Assuming 3.3 cents of every dollar goes back to the state as personal income, a \$4 million construction project is projected by IMPLAN to have \$1.98 million in total labor income (including indirect and induced effects). Using that ratio estimates the project would result in \$65,564 in sales tax revenues to the state. If inflation is added for the first half of the second year, the results show a slightly higher increase of \$66,219.

#### c. All costs of materials are purchased in Louisiana

If all costs of construction come from Louisiana, it may be assumed these are all taxable. If that is the case, the sales tax generated from the construction phase is a simple calculation of \$4 million times the current state sales tax rate of 4.45% giving a total of \$178,000.

The sales tax generated would equal \$89,000 in 2020 and \$90,780 in 2021 for a slightly higher total of \$179,780 if the figures are adjusted for inflation.

#### i. Indirect and induced effects of construction from IMPLAN

Assuming the total cost of materials results in the sales tax of 4.45% times the \$4 million, the indirect and induced effects also have tax collections implications. Adding the indirect and induced state level sales tax collections from IMPLAN to this figure results in a total sales tax collection amount of \$224,420 when not accounting for inflation and \$226,664 when assuming 2% inflation per year.

#### ii. Indirect and induced effects of construction using ratio of sales tax collections to earnings

If multiplying indirect and induced labor income by the 3.3% figure to obtain a measure of sales taxes from additional economic activity are added to the original direct sales tax calculations, this results in a total of \$198,651 in sales taxes when not accounting for inflation. Adjusting for inflation results in a total of \$200,637.

## 2. Operations Phase

Once the project is in operation, the renovated food hall will be expected to employ 156 workers with a total payroll of \$3.4 million. Unlike the Acadian Project, the Railroad Avenue Market will produce taxable sales during its operations. The projected annual sales of the project amount to \$6.4 million and possible sales taxes generated from these direct sales must be analyzed.

It must also be mentioned, from the point of view of the state, consideration(s) for substitution must be made. If sales at the new food hall divert from sales at other established restaurants in the state, there will be no net change in sales taxes at the state level. If there is diversion from consumers buying food for preparation at home to the new food hall, this will represent an increase in sales tax collections. This is due to food prepared for home consumption being exempted from state sales tax. If consumers decide to spend more than they normally would have at the new food hall this would also represent a net increase in sales tax revenues. In terms of location, Lake Charles is in Southwest Louisiana approximately 35 miles from the Texas border. The city has three gaming establishments that attract visitors from within the state, but also from outside Louisiana borders. According to Louisiana DOTD, the section of 1-10 where this project will be placed has an average daily traffic count of almost 69,000<sup>6</sup>. This stretch of 1-10 is travelled not only by Louisiana and Texas residents, but also drivers from other parts of the country. All of these points lead to an elusive measure of substitution that would be definitive. Due to the many uncertainties associated with substitution effects in the state, a range of sales tax estimates are shown which assume different levels of net new sales to the state. The amounts of net new sales analyzed are 100%, 75%, 50%, and 25%.

Additional sales taxes generated will also come from the indirect and induced effects of the income generated by the economic activity at the project. Once again, an IMPLAN MRIO model was used to model the impacts of the new project. The operations were assumed to begin in 2022. The sales tax collections were estimated for one year and 30 years of sales tax collections were calculated. The sales tax collections were estimated in three different ways shown below (as well as adjusting for substitution).

### a. Using sales tax estimates from IMPLAN

The first way of estimating the sales taxes generated from the operations of the facility are to take the estimates straight from IMPLAN. As was done with the operations of the Acadian project, all sales tax estimates were scaled down to match the current tax rate of 4.45%. Estimates further into the future made the same adjustments for the 2025 tax rate drop to 4% which is in current law. However, while the Acadian project did not add in the direct tax effects (due to the sales of the project not being taxable), this analysis does include the direct tax effects from the Railroad Avenue Market.

During the analysis, the sales tax revenues were split into direct, indirect, and induced amounts. To account for substitution, the direct tax effects were reduced by the amount of substitution. It was assumed that indirect and induced tax amounts would be net new due to the jobs creating net new income that would be spent, resulting in new economic activity<sup>7</sup>.

#### i. 100% Net New Sales

If 100% of the sales are counted as net new to the state, IMPLAN estimates the annual sales tax revenue generated from the project is \$219,645 for the first year. Over a 30 year period, taking into account the future sales tax change, the cumulative figure amounts to \$6,000,752 with no inflation. If inflation is assumed to be 2% a year, the results show that sales taxes generated over the 30 year period amount to \$8,416,075.

#### ii. 75% Net New Sales

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<sup>6</sup> <http://wwwapps.dotd.la.gov/engineering/tatv/>

<sup>7</sup> Although, if one would like to see what would occur if all effects were reduced by substitution, the data provided with this report allows for manipulation in order to get this change.

If 75% of the sales are counted as net new to the state, IMPLAN estimates the annual sales tax generated from the project is \$179,738 for the first year. Over a 30 year period, taking into account the future sales tax change, the cumulative figure amounts to \$4,910,491 with no inflation. Sales taxes generated over the 30 year period amount to \$6,886,980 with annual inflation of 2%.

iii. 50% Net New Sales

If 50% of the sales are counted as net new to the state, IMPLAN estimates the annual sales tax generated from the project is \$139,832 for the first year. Over a 30 year period, the cumulative figure amounts to \$3,820,230 with no inflation. Sales taxes generated over the 30 year period amount to \$5,357,885 with annual inflation of 2%.

iv. 25% Net New Sales

The sales taxes generated will be much lower if only 25% of sales at the food hall are considered net new. IMPLAN estimates the annual sales tax generated from the project are \$99,925 for the first year. Over a 30 year period, the cumulative figure amounts to \$2,729,969 with no inflation. With an annual 2% inflation figure, Sales taxes generated over the 30 year period amount to \$3,828,791.

b. Using ratios of sales tax collections to income

The labor income estimates from IMPLAN were used to calculate an alternative measure of state sales tax generated by using the 3.3% ratio. As before, estimates of future revenues account for the drop from the current rate of 4.45% to 4% that is in current law taking effect on July 1, 2025. (This ratio is approximately 90%). IMPLAN estimates the project will result in \$4.5 million in total labor income per year.

In order to account for substitution effects, the percentages are applied to the direct labor income estimates while the indirect and induced effects are still considered net new.

i. 100% Net New Sales

Assuming 100% of the sales at the food hall are net new, using the ratio of sales taxes to income results in cumulative tax revenues of \$4,071,901 over a 30-year period and \$5,710,855 with 2% annual inflation.

ii. 75% Net New Sales

Assuming 75% of the sales at the food hall are net new, using the ratio of sales taxes to income results in cumulative tax revenues of \$3,302,720 over a 30-year period and \$4,632,075 with 2% annual inflation.

iii. 50% Net New Sales

With 50% net new tax sales, cumulative tax revenues are estimated to be \$2,533,538 over a 30-year period with no inflation and \$3,553,296 with 2% annual inflation.

iv. 25% Net New Sales

If only 25% of sales at the food hall are net new to the state, this would result in cumulative tax revenues of \$1,764,357 over 30 years if there was no inflation. Assuming a 2% annual inflation figure, the cumulative state tax increase is estimated to be \$2,474,517.

c. Assuming all direct sales are taxed at the state sales tax rate

Since the Railroad Avenue Market has taxable sales, any amount of sales at the project can be applied to the current state sales tax rate of 4.45%. Sales at the facility in the future can also be applied to the future tax rate of 4% set to take place in July 2025. In order to obtain sales tax estimates using the estimated \$6.5 million in sales, estimates were first calculated for direct sales only. To capture the indirect and induced effects on tax collections, first, the indirect and induced sales tax collections estimates

were taken from IMPLAN. Next, the indirect and induced labor income estimates were taken from IMPLAN and multiplied by the sales tax ratio. This gives a range of possible state sales tax revenue estimates. Appropriate adjustments for differences in sales taxes were made as previously. Different rates of substitution for the direct sales were also analyzed.

i. 100% Net New Sales

a. Direct Sales Tax Only

Assuming 100% of the sales at the food hall are net new, the first year's collection of sales taxes is a simple calculation of 4.45% times the \$6.5 million in sales. This results in a first year figure \$284,800. Over a 30-year period, while adjusting for the future sales tax change, the cumulative sales tax revenues amount to \$7,780,800. If 2% inflation per year is assumed, this figure is \$10,912,599.

b. Direct sales tax with indirect and induced tax collections from IMPLAN

Adding the indirect and induced sales tax estimates from IMPLAN to the direct sales tax estimates above produces a cumulative estimate of total tax revenues equaling \$9,420,508 with no inflation. If inflation is included, the total amounts to \$13,212,295.

c. Direct sales tax with indirect and induced collections using ratio of sales tax collections to earnings

Taking the indirect and induced labor income estimates from IMPLAN and applying the 3.3% sales tax ratio gives a 30-year cumulative total tax estimate of \$8,775,976 without inflation. The results increase to \$12,308,336 with 2% annual inflation.

ii. 75% Net New Sales

a. Direct Sales Tax Only

Assuming 75% of the sales at the food hall are net new, the first year's collection of sales taxes is a simple calculation of 4.45% times the \$6.5 million in sales, reduced by 25%. This results in a first year figure \$213,600. Over a 30-year period, while adjusting for the future sales tax change, the cumulative sales tax revenues amount to \$5,835,600. If 2% inflation per year is assumed, this figure is \$8,184,449.

b. Direct sales tax with indirect and induced tax collections from IMPLAN

Adding the indirect and induced sales tax estimates from IMPLAN to the direct sales tax estimates above produces a cumulative estimate of total tax revenues equaling \$7,475,308 with no inflation. If inflation is included, the total amounts to \$10,484,145.

c. Direct sales tax with indirect and induced collections using ratio of sales tax collections to earnings

Taking the indirect and induced labor income estimates from IMPLAN and applying the 3.3% sales tax ratio gives a 30-year cumulative total tax estimate of \$6,830,776 without inflation. The results increase to \$9,580,186 with 2% annual inflation.

iii. 50% Net New Sales

a. Direct Sales Tax Only

Assuming 50% of the sales at the food hall are net new, the first year's collection of sales taxes is a simple calculation of 4.45% times the \$6.5 million in sales, reduced by 50%. This results in a first year figure \$142,400. Over a 30-year period, while adjusting for the future sales tax change, the cumulative sales tax revenues amount to \$3,890,400. If 2% inflation per year is assumed, this figure is \$5,456,299.

b. Direct sales tax with indirect and induced tax collections from IMPLAN

Adding the indirect and induced sales tax estimates from IMPLAN to the direct sales tax estimates above produces a cumulative estimate of total tax revenues equaling \$5,530,108 with no inflation. If inflation is included, the total amounts to \$7,755,955.

- c. Direct sales tax with indirect and induced collections using ratio of sales tax collections to earnings

Taking the indirect and induced labor income estimates from IMPLAN and applying the 3.3% sales tax ratio gives a 30-year cumulative total tax estimate of \$4,885,576 without inflation. The results increase to \$6,852,037 with 2% annual inflation.

- iv. 25% Net New Sales

- a. Direct Sales Tax Only

If the amount of net new sales in the state is very low at 25%, the first year's collection of sales taxes is a simple calculation of 4.45% times the \$6.5 million in sales, reduced by 75%. This results in a low first year figure \$71,200. Over a 30-year period, while adjusting for the future sales tax change, the cumulative sales tax revenues amount to \$1,945,200. If 2% inflation per year is assumed, this figure is \$2,728,150.

- b. Direct sales tax with indirect and induced tax collections from IMPLAN

Adding the indirect and induced sales tax estimates from IMPLAN to the direct sales tax estimates above produces a cumulative estimate of total tax revenues equaling \$3,584,908 with no inflation. If inflation is included, the total amounts to \$5,027,845.

- c. Direct sales tax with indirect and induced collections using ratio of sales tax collections to earnings

Taking the indirect and induced labor income estimates from IMPLAN and applying the 3.3% sales tax ratio gives a 30-year cumulative total tax estimate of \$2,940,376 without inflation. The results increase to \$4,123,887 with 2% annual inflation.

## **Conclusion on Railroad Avenue Market**

Using alternative methods of estimating sales tax revenues shows that renovation of the facility could result in sales tax revenues ranging from approximately \$53 thousand to \$224 thousand if inflation is not considered. The average across all methods without inflation amounts to about \$144 thousand. In a 2% annual inflation rate is assumed, sales tax collection estimates range from \$53.6 thousand to \$226.7 thousand with an average across methods of approximately \$145 thousand dollars.

The operations of the facility could result in a wide range tax revenues due to both estimation methods and assumptions on the amount of net new sales to the state. Assuming 100% of the sales at the Railroad Avenue Market are net new, the sales tax collection estimates range from \$4 million to \$9.4 million over a 30 year period with an average of \$7.2 million across all methods. If the estimates are adjusted for inflation, the range jumps to \$5.7 million to \$13.2 million with an average across all methods equalizing \$10.1 million.

If only 75% of sales are net new to the state, the sales tax revenues generated range from \$3.3 million to \$7.5 million for an average of \$5.7 million. Adding inflation results in a range from \$4.6 million to \$10.5 million for an average of approximately \$8 million over a 30-year period. With half of the sales classified as net new to the state, the state sales taxes range from \$2.5 million to \$5.5 million with an average across all methods equaling \$4.1 million. If inflation is added, the range rises to between \$3.6 million and \$7.8 million for an overall average of \$5.8 million across methods.

Finally, at a very low net new sales rate of 25%, estimates range from 30-year cumulative revenues of \$1.9 million to \$3.6 million with no inflation. The average across methods is approximately \$2.6 million. If inflation is added, the range becomes \$2.5 million to \$5 million for an average across methods of \$3.6 million.

Draft 02/28/2021

COOPERATIVE ENDEAVOR AGREEMENT

by and among

I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT

and

CITY OF LAKE CHARLES

and

THE STATE OF LOUISIANA,  
through the Louisiana Department of Revenue

Dated as of \_\_\_\_\_, 2021

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EXHIBIT A – BOUNDARY DESCRIPTION OF THE ECONOMIC DEVELOPMENT DISTRICT

EXHIBIT B – I-10 CORRIDOR EDD BASE YEAR TAX COLLECTIONS

## COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the “*Agreement*”), dated as of \_\_\_\_\_, 2021 but effective upon execution by all parties hereto, is made by and among the I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT, City of Lake Charles (the “*I-10 Corridor EDD*” or the “*District*”), the CITY OF LAKE CHARLES, State of Louisiana (the “*City*”), and the STATE OF LOUISIANA, acting by and through the Louisiana Department of Revenue (“*LDR*”).

### WITNESSETH:

WHEREAS, the District is an economic development district duly created under and pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 to 9038.42, inclusive) (the “*Economic Development Act*”) and Ordinance No. 18187 adopted on June 20, 2018, by the City Council of the City of Lake Charles, and other constitutional and statutory authority;

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (the “*Constitution*”), provides that for a public purpose, the State may engage in cooperative endeavors with political subdivisions, private associations, corporations, or individuals;

WHEREAS, pursuant to the Economic Development Act, a sales tax increment consists of that portion of sales tax revenues for any or all tax recipient entities collected each year on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services, all as defined in La. R.S. 47:301 *et seq.*, or any other appropriate provision of law, as amended, from taxpayers located within an economic development district, which exceeds the sales tax revenues that were collected for such taxing authority in the year immediately prior to the year in which such area was designated as an economic development district;

WHEREAS, the District encompasses the land located in the City within the boundaries set forth in Exhibit A hereto;

WHEREAS, pursuant to the Act, the District and the City have requested that LDR enter into this Agreement on behalf of the State to authorize the use by the District of forty-five percent (45.0%) of the sales tax increment collected by LDR for the State within the boundaries of the District (the “*State Sales Tax Revenues*”) to finance the cost of additions, acquisitions, repairs and/or expansions needed to reduce blight and maintain works of public improvement within the boundaries of the District (the “*Project*”);

WHEREAS, the construction of the Project is expected to result in significant economic benefits to the City, the District, and the State, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits, as well as further intangible benefits to the City, the District, the surrounding areas, and the State (collectively, the “*Economic Benefits*”);

WHEREAS, pursuant to this Agreement the State has pledged and dedicated and will irrevocably pledge and dedicate an amount of Annual Pledged State Increment (as hereinafter defined) to pay the costs of the Project, including the debt service on Bonds (as hereinafter defined) issued to finance the Project; and

WHEREAS, the District and the City anticipate entering into a separate cooperative endeavor agreement (the “*Local Cooperative Endeavor Agreement*”) pursuant to which the City will agree to use

incremental increases in its undedicated taxes collected within the boundaries of the District (the “*City Tax Revenues*”) to support economic development projects within the District.

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

ARTICLE 1  
DEFINITIONS

Section 1.1 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“*Act*” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and the Economic Development Act, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“*Agreement*” shall mean this Cooperative Endeavor Agreement, dated as of \_\_\_\_\_, 2021 by and among the City, the State through LDR, and the District, and any amendments or modifications hereto.

“*Annual Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Annual State Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

“*Annual State Base*” shall mean Four Hundred Forty-Five Thousand, Nine Hundred Ninety Dollars (\$445,990.00).

“*Annual State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base.

“*Base Year*” shall mean the Fiscal Year for the State ending June 30, 2018.

“*Bonds*” shall mean the revenue bonds, if any, issued by the City or the District to finance all or a portion of the Project.

“*Business Day*” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

“*City*” shall mean the City of Lake Charles, State of Louisiana.

“*City Tax Revenues*” means the incremental increases in the City’s undedicated taxes collected within the boundaries of the District.

“*Commencement Date*” shall mean [July 1, 2021].

“*Constitution*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended.

“*Depository Bank*” shall mean the bank into which LDR deposits State Sales and Use Tax receipts of the State.

“*District*” shall mean the I-10 Corridor EDD.

“*Economic Benefits*” shall mean the impact on the economy of the City, the District, and the State as a result of the Project proposed pursuant to this Agreement and resulting from the ongoing fulfillment of the contract obligations hereunder, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits.

“*Economic Development Act*” shall mean Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

“*Fiscal Year*” shall mean the twelve-month period beginning on July 1 and ending June 30 of each year.

“*I-10 Corridor EDD*” shall mean that certain economic development district created pursuant to Ordinance No. 18187 on June 20, 2018, as the same may be amended from time to time, and within the boundaries of the area set forth in Exhibit A hereto.

“*I-10 Corridor EDD Trust Fund*” shall mean that certain fund established under Ordinance No. 18187 on June 20, 2018 by the City, as the same may be amended from time to time, for the purposes of receipt of the Monthly Pledged State Increment and paying costs in connection with economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36.

“*LDR*” shall mean the Louisiana Department of Revenue, the Sales and Use Tax collection agent of the State.

“*Local Cooperative Endeavor Agreement*” shall mean that cooperative endeavor agreement between the City and the District by which the City and the District will pledge the Local Tax Revenues to contribute to the funding of the Project to induce economic development within the boundaries of the District.

“*Local Tax Revenues*” shall mean the City Tax Revenues.

“*Month*” shall mean a calendar month.

“*Monthly Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Monthly State Increment collected from taxpayers within the geographic area comprising the I-10 Corridor EDD attributable to any Month during the Term.

“*Monthly State Base*” shall mean one-twelfth of the Annual State Base.

“*Monthly State Collection*” shall mean the total State Sales and Use Tax collected within the geographic area comprising the District attributable to any Month during the Term.

“*Monthly State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base.

“*Parish*” shall mean the Parish of Calcasieu, State of Louisiana.

“*Project*” shall mean the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including the Public Improvements.

“*Public Improvements*” shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the District and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the District, and (iii) the general public infrastructure improvements in the District, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

“*Sales and Use Tax*” shall mean that net sales and use tax pledged hereunder and levied and collected in the District by the State, exclusive of rebates issued under contract through the Enterprise Zone Program administered by the Department of Economic Development, the .03% sales tax levied under La. R.S. 51:1286 by the Louisiana Tourism and Promotion District, and any dedicated hotel motel sales tax, on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property, and on sales and services, all as defined in Section 301 *et seq.* of Title 47 of the Louisiana Revised Statutes of 1950, as amended, or any other appropriate provisions of law as amended.

“*State*” shall mean, for the purposes of this Agreement, the State of Louisiana, acting through LDR.

“*Tax Collector*” shall mean LDR.

“*Term*” shall mean the term of this Agreement as set forth in Article VIII hereto.

“*Treasurer’s Office*” shall mean the Louisiana Department of the Treasury.

“*Trust Fund*” shall mean the I-10 Corridor EDD Trust Fund.

“*Year*” shall mean any consecutive twelve (12) month period.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

Section 1.3 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Agreement.

(c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

(d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder,” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement

ARTICLE 2  
STATE'S REPRESENTATIONS AND OBLIGATIONS

Section 2.1 Authority of State. The State, through LDR, is granted the authority, pursuant to the Act, the Budget Committee Approval and approval of the Louisiana State Bond Commission, and other constitutional and statutory authority, to enter into this Agreement and makes the following representations and undertakes the following obligations.

Section 2.2 Scope of Authorized Agreement. As provided by the Act, the State may enter into cooperative endeavor agreements with local government subdivisions that may provide for the use of State Sales and Use Tax receipts of the State for economic development projects, such as the Project, upon Budget Committee Approval, which approval was granted on \_\_\_\_\_, 2021, and upon approval of the Louisiana State Bond Commission, which approval was granted on \_\_\_\_\_, 2021, and to dedicate the Annual Pledged State Increment to the payment of debt service on the Bonds.

Section 2.3 Collections. The State hereby represents that current law and the current internal collection processes and systems of LDR are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Annual Pledged State Increment on a quarterly basis, provided that with the prior written consent of the District such systems may be changed by LDR as they pertain to their respective collection processes relative to this Agreement. Not later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter, LDR shall direct the State Treasurer's Office to transfer to the Trust Fund, using wiring instructions provided by the District, the aggregate Monthly Pledged State Increment for the prior quarter.

Section 2.4 Ownership of Monthly Pledged State Increment; Rebate to State. The State hereby represents and agrees that: (i) the Monthly Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the Trust Fund; and (ii) pending classification as Monthly Pledged State Increment, such funds, although collected by the State, are not part of the State treasury but are held in trust pending classification as Monthly Pledged State Increment and disbursement to the District.

Section 2.5 Public Purpose. The District hereby represent that there is a reasonable expectation that the Project will serve a public purpose and result in economic development within the State that will exceed the value of the obligations of the State, as described herein.

Section 2.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the State, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the State or that might adversely affect the ability of the State to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

ARTICLE 3  
CITY'S AND DISTRICT'S REPRESENTATIONS AND OBLIGATIONS

Section 3.1 Scope of Project. The Project is within the scope of the Act and the City and the District will use the Annual Pledged State Increment solely to pay for the costs of the Project, including the debt service on the Bonds, in order to induce economic development and reduce blight within the boundaries of the District.

Section 3.2 Public Hearing. The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held in accordance with the Act.

Section 3.3 District Authority. The City and the District have all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the City or the District a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the City or the District are a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

Section 3.4 Public Purpose. The City and the District anticipate that the Project will result in the creation of jobs, stimulate economic development, and increase sales and use tax receipts within the geographic area comprising the District, serving an integral public purpose.

Section 3.5 Validity of District Obligation. The City and the District have taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of their respective obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the City and the District.

Section 3.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the City or the District, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the City and the District or that might adversely affect the ability of the City and the District to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.7 Use of Local Resources. In connection with the Project, the City and the District hereby agree to use their reasonable best efforts to purchase materials and equipment from businesses and individuals located in the Parish, and to employ residents of the Parish, for construction jobs and permanent jobs.

ARTICLE 4  
COLLECTION AND TRANSFER

Section 4.1 Department. The State hereby agrees to act as agent of the District commencing the Commencement Date, for the sole purpose of collecting the Monthly Pledged State Increment. The District shall provide the State with the name, address and transfer information relative to the Trust Fund. Such agency shall continue from the Commencement Date until the last day of the Term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. The State hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged State Increment.

Section 4.2 Transfer of Funds. It is understood that the Monthly Pledged State Increment collected by LDR is the property of the District and thus the payment thereof to the District does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of LDR during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank. LDR shall classify and reconcile State Sales and Use Tax receipts from within the geographic area comprising the District as promptly as practicable, and shall inform the Treasurer's Office and the District, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged State Increment. LDR shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the District for deposit to the Trust Fund, as defined herein, and the date for such transfer, which shall be no later than the

twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter LDR will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the District.

Section 4.3 Calculations. (A) LDR, the City and the District hereby agree that the Monthly Pledged State Increment shall be calculated at least quarterly for each Month during the term of this Agreement. Such calculations shall be made by LDR and the calculation shall be provided to the City and the District. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of the City or the District. Collections of State Sales and Use Tax by LDR from within the geographic area comprising the District shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment, regardless of which such State Sales and Use Taxes are deemed due and owing; provided that collections of State Sales and Use Taxes paid under protest shall be set aside in accordance with LDR's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judicial determination is made by a court of competent jurisdiction that such State Sales and Use Taxes have been legally collected.

(B) If it is determined that for any period of time fewer monies have been transferred to the District than were due, or more funds have been transferred than were due, for whatever reason, LDR shall direct an adjustment in the Monthly Pledged State Increment paid to the District in order that the shortfall or overcollection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment.

Section 4.4 Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Commencement Date. LDR shall direct the Treasurer's Office and the Depository Bank to pay all Monthly Pledged State Increment collected on and after the Commencement Date to the District for deposit to the Trust Fund as provided herein.

Section 4.5 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, LDR is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the geographic area comprising the District in the same manner as State Sales and Use Taxes are currently being collected or authorized to be collected as of the Commencement Date.

Section 4.6 LDR Collection Fees. LDR is hereby authorized and directed to withhold from the State Sales and Use Tax collected by LDR each Month within the geographical boundaries of the District, as compensation for the performance of LDR's obligations hereunder, an amount equal to one percent (1%) of such State Sales and Use Tax collected, not to exceed in the aggregate of ten thousand dollars (\$10,000) within any Fiscal Year (the "*LDR Collection Commission*"). At such point in the Fiscal Year that the LDR Collection Commission reaches an aggregate total of ten thousand dollars collected for previous Months, LDR shall not withhold any further LDR Collection Commission for that Fiscal Year.

Section 4.7 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.8 Accounting. Not later than March 1 of each Year LDR shall provide a written accounting to the District of all Annual Pledged State Increment collected on behalf of the State and the District in the previous Year. In addition, LDR shall provide current collection information to the District upon request thereby. It is not the intention of this Agreement to violate La. R.S. 47:1508 or R.S. 47:1508.1, and the parties hereto shall comply with such provisions.

Section 4.9 Indemnification. The District agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall be paid by the District to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

## ARTICLE 5 TERM

Section 5.1 Term of this Agreement. This Agreement shall be effective upon execution by all parties hereto and shall terminate thirty (30) years following the Commencement Date.

## ARTICLE 6 DEFAULT

Section 6.1 Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder; and

if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 6.2 Remedies. Upon a default under Section 6.1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

## ARTICLE 7 MISCELLANEOUS

Section 7.1 Accuracy of Base Collections. LDR hereby covenants and represents that Sales and Use Taxes in the amount of Four Hundred Forty-Five Thousand, Nine Hundred Ninety Dollars (\$445,990.00) were collected in the geographic area comprising the I-10 Corridor EDD in the Base Year.

Section 7.2 Audit. The Legislative Auditor of the State may audit any and all books and records of the District related to this Agreement and the District shall make such books and records available for such purpose upon reasonable notice during reasonable business hours.

Section 7.3 Entire Agreement. This Agreement and the appendices hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all

negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Section 7.4 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT:

I-10 Corridor Economic Development District  
c/o City of Lake Charles  
326 Pujoe Street  
Lake Charles, Louisiana 70601  
Attention: Clerk of Council

TO LDR:

Department of Revenue  
P.O. Box 44098  
Baton Rouge, Louisiana 70804  
Attention: Director, Policy Services Division

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party.

Section 7.5 Further Assurances. From time to time hereafter, the parties hereto shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 7.6 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified, except in writing and executed by the parties hereto.

Section 7.7 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Fourteenth Judicial District Court, Calcasieu Parish, Louisiana or such federal court as may have jurisdiction over any matter. However, if any suit brought is against LDR, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

Section 7.8 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.9 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of

the District or the State in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.10 Rights and Remedies. All rights and remedies of the parties under this Agreement shall be exclusive and limited to those remedies set forth in Article 4 hereof. In the event of a dispute hereunder, the party hereto who shall prevail in such dispute resolution shall be entitled to restitution for all reasonable fees and expenses, including legal fees, incurred in such dispute resolution from the other adversarial party or parties.

Section 7.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 7.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana.

CITY OF LAKE CHARLES

By: \_\_\_\_\_  
Nicholas E. Hunter, Mayor

LOUISIANA DEPARTMENT OF REVENUE

By: \_\_\_\_\_  
Kimberly Lewis Robinson  
Secretary, Louisiana Department of Revenue  
State of Louisiana

I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Mark Eckard, Chairman

EXHIBIT A

**BOUNDARIES AND MAP OF  
I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

The District shall consist of the area in the City bounded by the following: the intersection of the centerline of Enterprise Boulevard with the centerline of Pryce Street, thence easterly along the centerline of Pryce Street to the center of 1st Avenue; thence proceed northerly along the centerline of 1st Avenue to the intersection of the centerline of 1st Avenue with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Prater Street; thence proceed northerly along the centerline of Prater Street to the intersection of the centerline of Prater Street with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Albert Street; thence proceed northerly along the centerline of Albert Street and continue along the northerly trajectory of Albert Street north of Fruge Street and continue along the centerline trajectory of Albert Street to the easterly trajectory of South Railroad Avenue; thence westerly along the eastern trajectory of South Railroad Avenue crossing Interstate 10 and following the centerline of South Railroad Avenue or its trajectory westerly to the intersection of the centerline of Ryan Street and continuing westerly 1350 feet, more or less; thence southerly to the centerline of Veteran's Memorial Parkway and continuing southerly to the intersection of the centerline of Veteran's Memorial Parkway with the centerline of West Pryce Street; thence easterly along the centerline of West Pryce Street to the point of commencement.



EXHIBIT B

**I-10 CORRIDOR EDD BASE YEAR TAX COLLECTIONS**

<b>EDD/TIF DISTRICT</b>	<b>I-10 CORRIDOR</b>
State Annual Base (Gross Tax Reported less V.C.)	\$445,990.00
State Monthly Base (Annual State Base divided by 12)	\$37,165.83

Draft 01/11/2021

COOPERATIVE ENDEAVOR AGREEMENT

by and among

ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT

and

CITY OF LAKE CHARLES

and

THE STATE OF LOUISIANA,  
through the Louisiana Department of Revenue

Dated as of \_\_\_\_\_, 2021

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## COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the “*Agreement*”), dated as of \_\_\_\_\_, 2021 but effective upon execution by all parties hereto, is made by and among the ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT, City of Lake Charles (the “*Enterprise Boulevard EDD*” or the “*District*”), the CITY OF LAKE CHARLES, State of Louisiana (the “*City*”), and the STATE OF LOUISIANA, acting by and through the Louisiana Department of Revenue (“*LDR*”).

### WITNESSETH:

WHEREAS, the District is an economic development district duly created under and pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 to 9038.42, inclusive) (the “*Economic Development Act*”) and Ordinance No. 18189 adopted on June 20, 2018, by the City Council of the City of Lake Charles, and other constitutional and statutory authority;

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (the “*Constitution*”), provides that for a public purpose, the State may engage in cooperative endeavors with political subdivisions, private associations, corporations, or individuals;

WHEREAS, pursuant to the Economic Development Act, a sales tax increment consists of that portion of sales tax revenues for any or all tax recipient entities collected each year on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services, all as defined in La. R.S. 47:301 *et seq.*, or any other appropriate provision of law, as amended, from taxpayers located within an economic development district, which exceeds the sales tax revenues that were collected for such taxing authority in the year immediately prior to the year in which such area was designated as an economic development district;

WHEREAS, the District encompasses the land located in the City within the boundaries set forth in Exhibit A hereto;

WHEREAS, pursuant to the Act, the District and the City have requested that LDR enter into this Agreement on behalf of the State to authorize the use by the District of forty-five percent (45.0%) of the sales tax increment collected by LDR for the State within the boundaries of the District (the “*State Sales Tax Revenues*”) to finance the cost of additions, acquisitions, repairs and/or expansions needed to reduce blight and maintain works of public improvement within the boundaries of the District (the “*Project*”);

WHEREAS, the construction of the Project is expected to result in significant economic benefits to the City, the District, and the State, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits, as well as further intangible benefits to the City, the District, the surrounding areas, and the State (collectively, the “*Economic Benefits*”);

WHEREAS, pursuant to this Agreement the State has pledged and dedicated and will irrevocably pledge and dedicate an amount of Annual Pledged State Increment (as hereinafter defined) to pay the costs of the Project, including the debt service on Bonds (as hereinafter defined) issued to finance the Project; and

WHEREAS, the District and the City anticipate entering into a separate cooperative endeavor agreement (the “*Local Cooperative Endeavor Agreement*”) pursuant to which the City will agree to use incremental increases in its undedicated taxes collected within the boundaries of the District (the “*City Tax Revenues*”) to support economic development projects within the District.

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

ARTICLE 1  
DEFINITIONS

Section 1.1 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“*Act*” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and the Economic Development Act, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“*Agreement*” shall mean this Cooperative Endeavor Agreement, dated as of \_\_\_\_\_, 2021 by and among the City, the State through LDR, and the District, and any amendments or modifications hereto.

“*Annual Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Annual State Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

“*Annual State Base*” shall mean Two Hundred Ninety-Four Thousand, Nine Hundred Thirty-Eight Dollars and Eighty-Eight Cents (\$294,938.88).

“*Annual State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base.

“*Base Year*” shall mean the Fiscal Year for the State ending June 30, 2018.

“*Bonds*” shall mean the revenue bonds, if any, issued by the City or the District to finance all or a portion of the Project.

“*Business Day*” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

“*City*” shall mean the City of Lake Charles, State of Louisiana.

“*City Tax Revenues*” means the incremental increases in the City’s undedicated taxes collected within the boundaries of the District.

“*Commencement Date*” shall mean [July 1, 2021].

“*Constitution*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended.

“*Depository Bank*” shall mean the bank into which LDR deposits State Sales and Use Tax receipts of the State.

“*District*” shall mean the Enterprise Boulevard EDD.

“*Economic Benefits*” shall mean the impact on the economy of the City, the District, and the State as a result of the Project proposed pursuant to this Agreement and resulting from the ongoing fulfillment of the contract obligations hereunder, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits.

“*Economic Development Act*” shall mean Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

“*Enterprise Boulevard EDD*” shall mean that certain economic development district created pursuant to Ordinance No. 18189 on June 20, 2018, as the same may be amended from time to time, within the boundaries of the area set forth in Exhibit A hereto.

“*Enterprise Boulevard EDD Trust Fund*” shall mean that certain fund established under Ordinance No. 18189 on June 20, 2018 by the City, as the same may be amended from time to time, for the purposes of receipt of the Monthly Pledged State Increment and paying costs in connection with economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36.

“*Fiscal Year*” shall mean the twelve-month period beginning on July 1 and ending June 30 of each year.

“*LDR*” shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

“*Local Cooperative Endeavor Agreement*” shall mean that cooperative endeavor agreement between the City and the District by which the City and the District will pledge the Local Tax Revenues to contribute to the funding of the Project to induce economic development within the boundaries of the District.

“*Local Tax Revenues*” shall mean the City Tax Revenues.

“*Month*” shall mean a calendar month.

“*Monthly Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Monthly State Increment collected from taxpayers within the geographic area comprising the Enterprise Boulevard EDD attributable to any Month during the Term.

“*Monthly State Base*” shall mean one-twelfth of the Annual State Base.

“*Monthly State Collection*” shall mean the total State Sales and Use Tax collected within the geographic area comprising the District attributable to any Month during the Term.

“*Monthly State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base.

“*Parish*” shall mean the Parish of Calcasieu, State of Louisiana.

“*Project*” shall mean the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including the Public Improvements.

“*Public Improvements*” shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the District and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the District, and (iii) the general public infrastructure improvements in the District, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

“*State*” shall mean, for the purposes of this Agreement, the State of Louisiana, acting through LDR.

“*Sales and Use Tax*” shall mean that net sales and use tax pledged hereunder and levied and collected in the District by the State, exclusive of rebates issued under contract through the Enterprise Zone Program administered by the Department of Economic Development, the .03% sales tax levied under La. R.S. 51:1286 by the Louisiana Tourism and Promotion District, and any dedicated hotel motel sales tax, on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property, and on sales and services, all as defined in Section 301 *et seq.* of Title 47 of the Louisiana Revised Statutes of 1950, as amended, or any other appropriate provisions of law as amended.

“*Tax Collector*” shall mean LDR.

“*Term*” shall mean the term of this Agreement as set forth in Article VIII hereto.

“*Treasurer’s Office*” shall mean the Louisiana Department of the Treasury.

“*Trust Fund*” shall mean the Enterprise Boulevard EDD Trust Fund.

“*Year*” shall mean any consecutive twelve (12) month period.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

Section 1.3 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.
- (c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.
- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder,” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement

ARTICLE 2  
STATE'S REPRESENTATIONS AND OBLIGATIONS

Section 2.1 Authority of State. The State, through LDR, is granted the authority, pursuant to the Act, the Budget Committee Approval and approval of the Louisiana State Bond Commission, and other constitutional and statutory authority, to enter into this Agreement and makes the following representations and undertakes the following obligations.

Section 2.2 Scope of Authorized Agreement. As provided by the Act, the State may enter into cooperative endeavor agreements with local government subdivisions that may provide for the use of State Sales and Use Tax receipts of the State for economic development projects, such as the Project, upon Budget Committee Approval, which approval was granted on \_\_\_\_\_, 2021, and upon approval of the Louisiana State Bond Commission, which approval was granted on \_\_\_\_\_, 2021, and to dedicate the Annual Pledged State Increment to the payment of debt service on the Bonds.

Section 2.3 Collections. The State hereby represents that current law and the current internal collection processes and systems of LDR are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Annual Pledged State Increment on a quarterly basis, provided that with the prior written consent of the District such systems may be changed by LDR as they pertain to their respective collection processes relative to this Agreement. Not later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter, LDR shall direct the State Treasurer's Office to transfer to the Trust Fund, using wiring instructions provided by the District, the aggregate Monthly Pledged State Increment for the prior quarter.

Section 2.4 Ownership of Monthly Pledged State Increment; Rebate to State. The State hereby represents and agrees that: (i) the Monthly Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the Trust Fund; and (ii) pending classification as Monthly Pledged State Increment, such funds, although collected by the State, are not part of the State treasury but are held in trust pending classification as Monthly Pledged State Increment and disbursement to the District.

Section 2.5 Public Purpose. The District hereby represent that there is a reasonable expectation that the Project will serve a public purpose and result in economic development within the State that will exceed the value of the obligations of the State, as described herein.

Section 2.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the State, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the State or that might adversely affect the ability of the State to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

ARTICLE 3  
CITY'S AND DISTRICT'S REPRESENTATIONS AND OBLIGATIONS

Section 3.1 Scope of Project. The Project is within the scope of the Act and the City and the District will use the Annual Pledged State Increment solely to pay for the costs of the Project, including the debt service on the Bonds, in order to induce economic development and reduce blight within the boundaries of the District.

Section 3.2 Public Hearing. The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held in accordance with the Act.

Section 3.3 District Authority. The City and the District have all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the City or the District a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the City or the District are a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

Section 3.4 Public Purpose. The City and the District anticipate that the Project will result in the creation of jobs, stimulate economic development, and increase sales and use tax receipts within the geographic area comprising the District, serving an integral public purpose.

Section 3.5 Validity of District Obligation. The City and the District have taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of their respective obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the City and the District.

Section 3.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the City or the District, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the City and the District or that might adversely affect the ability of the City and the District to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.7 Use of Local Resources. In connection with the Project, the City and the District hereby agree to use their reasonable best efforts to purchase materials and equipment from businesses and individuals located in the Parish, and to employ residents of the Parish, for construction jobs and permanent jobs.

ARTICLE 4  
COLLECTION AND TRANSFER

Section 4.1 Department. The State hereby agrees to act as agent of the District commencing the Commencement Date, for the sole purpose of collecting the Monthly Pledged State Increment. The District shall provide the State with the name, address and transfer information relative to the Trust Fund. Such agency shall continue from the Commencement Date until the last day of the Term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. The State hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged State Increment.

Section 4.2 Transfer of Funds. It is understood that the Monthly Pledged State Increment collected by LDR is the property of the District and thus the payment thereof to the District does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of LDR during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank. LDR shall classify and reconcile State Sales and Use Tax receipts from within the geographic area comprising the District as promptly as practicable, and shall inform the Treasurer's Office and the District, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged State Increment. LDR shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the District for deposit to the Trust Fund, as defined herein, and the date for such transfer, which shall be no later than the

twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter LDR will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the District.

Section 4.3 Calculations. (A) LDR, the City and the District hereby agree that the Monthly Pledged State Increment shall be calculated at least quarterly for each Month during the term of this Agreement. Such calculations shall be made by LDR and the calculation shall be provided to the City and the District. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of the City or the District. Collections of State Sales and Use Tax by LDR from within the geographic area comprising the District shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment, regardless of which such State Sales and Use Taxes are deemed due and owing; provided that collections of State Sales and Use Taxes paid under protest shall be set aside in accordance with LDR's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judicial determination is made by a court of competent jurisdiction that such State Sales and Use Taxes have been legally collected.

(B) If it is determined that for any period of time fewer monies have been transferred to the District than were due, or more funds have been transferred than were due, for whatever reason, LDR shall direct an adjustment in the Monthly Pledged State Increment paid to the District in order that the shortfall or overcollection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment.

Section 4.4 Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Commencement Date. LDR shall direct the Treasurer's Office and the Depository Bank to pay all Monthly Pledged State Increment collected on and after the Commencement Date to the District for deposit to the Trust Fund as provided herein.

Section 4.5 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, LDR is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the geographic area comprising the District in the same manner as State Sales and Use Taxes are currently being collected or authorized to be collected as of the Commencement Date.

Section 4.6 LDR Collection Fees. LDR is hereby authorized and directed to withhold from the State Sales and Use Tax collected by LDR each Month within the geographical boundaries of the District, as compensation for the performance of LDR's obligations hereunder, an amount equal to one percent (1%) of such State Sales and Use Tax collected, not to exceed in the aggregate of ten thousand dollars (\$10,000) within any Fiscal Year (the "*LDR Collection Commission*"). At such point in the Fiscal Year that the LDR Collection Commission reaches an aggregate total of ten thousand dollars collected for previous Months, LDR shall not withhold any further LDR Collection Commission for that Fiscal Year.

Section 4.7 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.8 Accounting. Not later than March 1 of each Year LDR shall provide a written accounting to the District of all Annual Pledged State Increment collected on behalf of the State and the District in the previous Year. In addition, LDR shall provide current collection information to the District upon request thereby. It is not the intention of this Agreement to violate La. R.S. 47:1508 or R.S. 47:1508.1, and the parties hereto shall comply with such provisions.

Section 4.9 Indemnification. The District agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall be paid by the District to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

ARTICLE 5  
TERM

Section 5.1 Term of this Agreement. This Agreement shall be effective upon execution by all parties hereto and shall terminate thirty (30) years following the Commencement Date.

ARTICLE 6  
DEFAULT

Section 6.1 Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder; and

if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 6.2 Remedies. Upon a default under Section 6.1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

ARTICLE 7  
MISCELLANEOUS

Section 7.1 Accuracy of Base Collections. LDR hereby covenants and represents that State Sales and Use Taxes in the amount of Two Hundred Ninety-Four Thousand, Nine Hundred Thirty-Eight Dollars and Eighty-Eight Cents (\$294,938.88) were collected in the geographic area comprising the Enterprise Boulevard EDD in the Base Year.

Section 7.2 Audit. The Legislative Auditor of the State may audit any and all books and records of the District related to this Agreement and the District shall make such books and records available for

such purpose upon reasonable notice during reasonable business hours.

Section 7.3 Entire Agreement. This Agreement and the appendices hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Section 7.4 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT:

Enterprise Boulevard Economic Development District  
c/o City of Lake Charles  
326 Pujot Street  
Lake Charles, Louisiana 70601  
Attention: Clerk of Council

TO LDR:

Department of Revenue  
P.O. Box 44098  
Baton Rouge, Louisiana 70804  
Attention: Director, Policy Services Division

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party.

Section 7.5 Further Assurances. From time to time hereafter, the parties hereto shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 7.6 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified, except in writing and executed by the parties hereto.

Section 7.7 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Fourteenth Judicial District Court, Calcasieu Parish, Louisiana or such federal court as may have jurisdiction over any matter. However, if any suit brought is against LDR, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

Section 7.8 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such

provision or the remaining provisions of this Agreement.

Section 7.9 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the District or the State in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.10 Rights and Remedies. All rights and remedies of the parties under this Agreement shall be exclusive and limited to those remedies set forth in Article 4 hereof. In the event of a dispute hereunder, the party hereto who shall prevail in such dispute resolution shall be entitled to restitution for all reasonable fees and expenses, including legal fees, incurred in such dispute resolution from the other adversarial party or parties.

Section 7.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 7.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana.

CITY OF LAKE CHARLES

By: \_\_\_\_\_  
Nicholas E. Hunter, Mayor

LOUISIANA DEPARTMENT OF REVENUE

By: \_\_\_\_\_  
Kimberly Lewis Robinson  
Secretary, Louisiana Department of Revenue  
State of Louisiana

ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Mark Eckard, Chairman

EXHIBIT A

**BOUNDARIES AND MAP OF  
ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT  
OF THE CITY OF LAKE CHARLES, STATE OF LOUISIANA**

The District shall consist of the area in the City bounded by the centerlines of: Pryce St. on the north, 1<sup>st</sup> Ave. on the east, 2<sup>nd</sup> St. on the south, and Banks St. on the west, as shown on the following map:

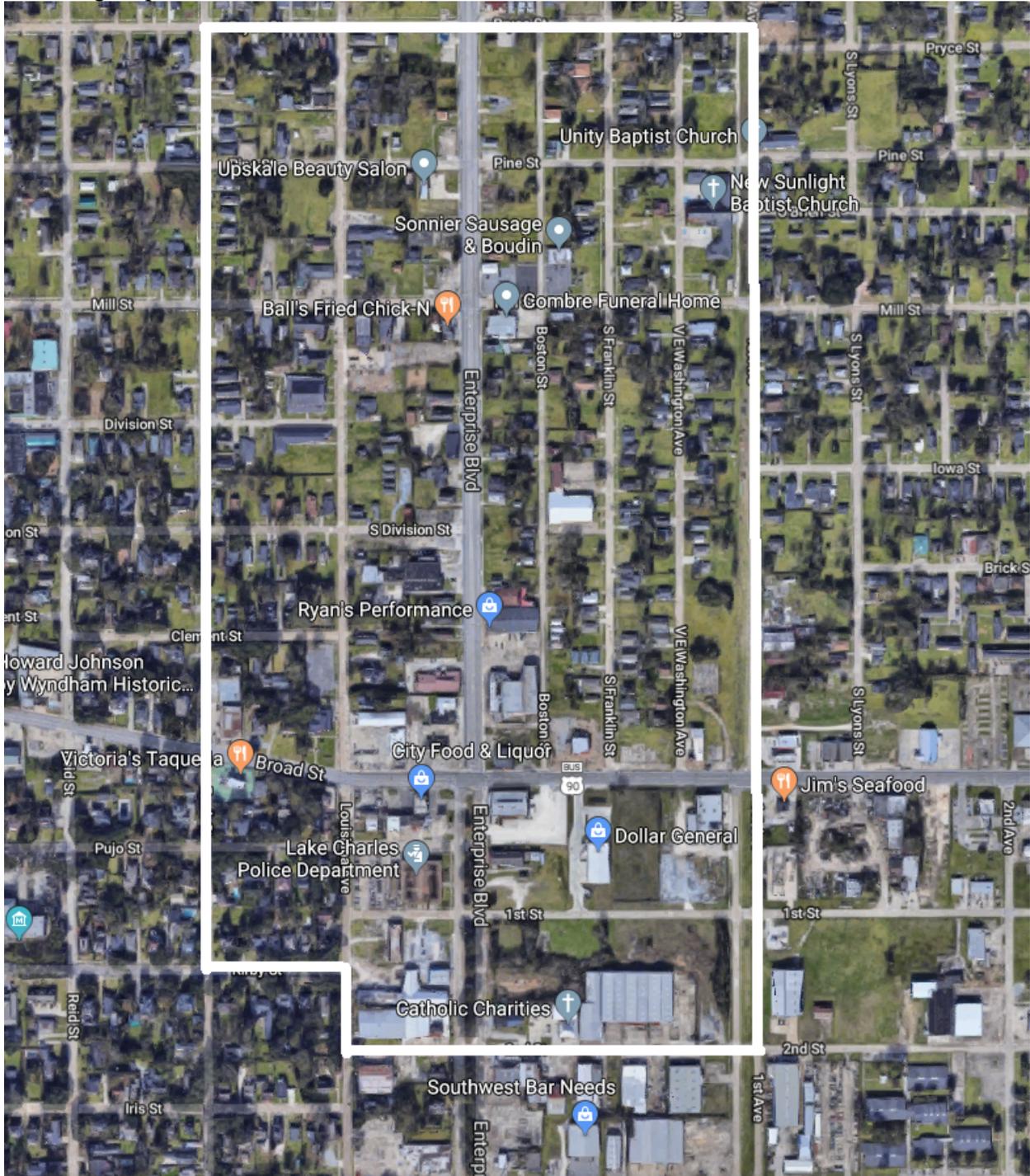


EXHIBIT B

**ENTERPRISE BOULEVARD EDD BASE YEAR TAX COLLECTIONS**

<b>EDD/TIF DISTRICT</b>	<b>ENTERPRISE BLVD</b>
State Annual Base (Gross Tax Reported less V.C.)	\$294,938.88
State Monthly Base (Annual State Base divided by 12)	\$24,578.24

Draft 02/28/2021

COOPERATIVE ENDEAVOR AGREEMENT

by and among

LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT

and

CITY OF LAKE CHARLES

and

THE STATE OF LOUISIANA,  
through the Louisiana Department of Revenue

Dated as of \_\_\_\_\_, 2021

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EXHIBIT A – BOUNDARY DESCRIPTION OF THE ECONOMIC DEVELOPMENT DISTRICT

EXHIBIT B – LAKEFRONT EDD BASE YEAR TAX COLLECTIONS

## COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the “*Agreement*”), dated as of \_\_\_\_\_, 2021 but effective upon execution by all parties hereto, is made by and among the LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT, City of Lake Charles (the “*Lakefront EDD*” or the “*District*”), the CITY OF LAKE CHARLES, State of Louisiana (the “*City*”), and the STATE OF LOUISIANA, acting by and through the Louisiana Department of Revenue (“*LDR*”).

### WITNESSETH:

WHEREAS, the District is an economic development district duly created under and pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 to 9038.42, inclusive) (the “*Economic Development Act*”) and Ordinance No. 18188 adopted on June 20, 2018, by the City Council of the City of Lake Charles, and other constitutional and statutory authority;

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (the “*Constitution*”), provides that for a public purpose, the State may engage in cooperative endeavors with political subdivisions, private associations, corporations, or individuals;

WHEREAS, pursuant to the Economic Development Act, a sales tax increment consists of that portion of sales tax revenues for any or all tax recipient entities collected each year on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services, all as defined in La. R.S. 47:301 *et seq.*, or any other appropriate provision of law, as amended, from taxpayers located within an economic development district, which exceeds the sales tax revenues that were collected for such taxing authority in the year immediately prior to the year in which such area was designated as an economic development district;

WHEREAS, the District encompasses the land located in the City within the boundaries set forth in Exhibit A hereto;

WHEREAS, pursuant to the Act, the District and the City have requested that LDR enter into this Agreement on behalf of the State to authorize the use by the District of forty-five percent (45.0%) of the sales tax increment collected by LDR for the State within the boundaries of the District (the “*State Sales Tax Revenues*”) to finance the cost of additions, acquisitions, repairs and/or expansions needed to reduce blight and maintain works of public improvement within the boundaries of the District (the “*Project*”);

WHEREAS, the construction of the Project is expected to result in significant economic benefits to the City, the District, and the State, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits, as well as further intangible benefits to the City, the District, the surrounding areas, and the State (collectively, the “*Economic Benefits*”);

WHEREAS, pursuant to this Agreement the State has pledged and dedicated and will irrevocably pledge and dedicate an amount of Annual Pledged State Increment (as hereinafter defined) to pay the costs of the Project, including the debt service on Bonds (as hereinafter defined) issued to finance the Project;

WHEREAS, the District and the City anticipate entering into a separate cooperative endeavor agreement (the “*Local Cooperative Endeavor Agreement*”) pursuant to which the City will agree to use

incremental increases in its undedicated taxes collected within the boundaries of the District (the “*City Tax Revenues*”) to support economic development projects within the District; and

WHEREAS, pursuant to the Local Cooperative Endeavor Agreement, the Lakefront EDD will agree to use the revenues generated by a one percent (1.0%) sales tax levied by the Lakefront EDD to induce economic development within the boundaries of the Lakefront EDD (the “*Lakefront EDD Tax Revenues*” and, together with the City Tax Revenues, the “*Local Tax Revenues*”).

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

ARTICLE 1  
DEFINITIONS

Section 1.1 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“*Act*” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and the Economic Development Act, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“*Agreement*” shall mean this Cooperative Endeavor Agreement, dated as of \_\_\_\_\_, 2021 by and among the City, the State through LDR, and the District, and any amendments or modifications hereto.

“*Annual Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Annual State Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

“*Annual State Base*” shall mean Thirty-Eight Thousand, Sixty-Six Dollars (\$38,066.00).

“*Annual State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base.

“*Base Year*” shall mean the Fiscal Year for the State ending June 30, 2018.

“*Bonds*” shall mean the revenue bonds, if any, issued by the City or the District to finance all or a portion of the Project.

“*Business Day*” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

“*City*” shall mean the City of Lake Charles, State of Louisiana.

“*City Tax Revenues*” means the incremental increases in the City’s undedicated taxes collected within the boundaries of the District.

“*Commencement Date*” shall mean [July 1, 2021].

“*Constitution*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended.

“*Depository Bank*” shall mean the bank into which LDR deposits State Sales and Use Tax receipts of the State.

“*District*” shall mean the Lakefront EDD.

“*Economic Benefits*” shall mean the impact on the economy of the City, the District, and the State as a result of the Project proposed pursuant to this Agreement and resulting from the ongoing fulfillment of the contract obligations hereunder, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, the reduction of blight, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits.

“*Economic Development Act*” shall mean Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

“*Fiscal Year*” shall mean the twelve-month period beginning on July 1 and ending June 30 of each year.

“*Lakefront EDD*” shall mean that certain economic development district created pursuant to Ordinance No. 18188 on June 20, 2018, as the same may be amended from time to time, and within the boundaries of the area set forth in Exhibit A hereto.

“*Lakefront EDD Tax Revenues*” means the revenues generated by a one percent (1.0%) sales tax levied by the Lakefront EDD.

“*Lakefront EDD Trust Fund*” shall mean that certain fund established under Ordinance No. 18188 on June 20, 2018 by the City, as the same may be amended from time to time, for the purposes of receipt of the Monthly Pledged State Increment and paying costs in connection with economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36.

“*LDR*” shall mean the Louisiana Department of Revenue, the Sales and Use Tax collection agent of the State.

“*Local Cooperative Endeavor Agreement*” shall mean that cooperative endeavor agreement between the City and the District by which the City and the District will pledge the Local Tax Revenues to contribute to the funding of the Project to induce economic development within the boundaries of the District.

“*Local Tax Revenues*” shall mean, collectively, the City Tax Revenues and the Lakefront EDD Tax Revenues.

“*Month*” shall mean a calendar month.

“*Monthly Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Monthly State Increment collected from taxpayers within the geographic area comprising the Lakefront EDD attributable to any Month during the Term.

“*Monthly State Base*” shall mean one-twelfth of the Annual State Base.

“*Monthly State Collection*” shall mean the total State Sales and Use Tax collected within the geographic area comprising the District attributable to any Month during the Term.

“*Monthly State Increment*” shall mean the amount by which the State Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base.

“*Parish*” shall mean the Parish of Calcasieu, State of Louisiana.

“*Project*” shall mean the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works of public improvement and other public infrastructure improvements related thereto, including the Public Improvements.

“*Public Improvements*” shall mean, collectively, (i) the construction, acquisition, extension, expansion, improvement, maintenance and operation of public roads, bridges and related road drainage within the District and the acquisition of equipment related thereto, (ii) financing the cost of additions, acquisitions, repairs and/or expansions needed to maintain publicly owned works and to reduce blight within the District, and (iii) the general public infrastructure improvements in the District, including but not limited to, water distribution and transmission, sewerage lines and facilities, publicly owned gas service lines and facilities and other public infrastructure improvements related thereto.

“*Sales and Use Tax*” shall mean that net sales and use tax pledged hereunder and levied and collected in the District by the State, exclusive of rebates issued under contract through the Enterprise Zone Program administered by the Department of Economic Development, the .03% sales tax levied under La. R.S. 51:1286 by the Louisiana Tourism and Promotion District, and any dedicated hotel motel sales tax, on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property, and on sales and services, all as defined in Section 301 *et seq.* of Title 47 of the Louisiana Revised Statutes of 1950, as amended, or any other appropriate provisions of law as amended.

“*State*” shall mean, for the purposes of this Agreement, the State of Louisiana, acting through LDR.

“*Tax Collector*” shall mean LDR.

“*Term*” shall mean the term of this Agreement as set forth in Article VIII hereto.

“*Treasurer’s Office*” shall mean the Louisiana Department of the Treasury.

“*Trust Fund*” shall mean the Lakefront EDD Trust Fund.

“*Year*” shall mean any consecutive twelve (12) month period.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

Section 1.3 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Agreement.

(c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

(d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder,” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement

## ARTICLE 2 STATE’S REPRESENTATIONS AND OBLIGATIONS

Section 2.1 Authority of State. The State, through LDR, is granted the authority, pursuant to the Act, the Budget Committee Approval and approval of the Louisiana State Bond Commission, and other constitutional and statutory authority, to enter into this Agreement and makes the following representations and undertakes the following obligations.

Section 2.2 Scope of Authorized Agreement. As provided by the Act, the State may enter into cooperative endeavor agreements with local government subdivisions that may provide for the use of Sales and Use Tax receipts of the State for economic development projects, such as the Project, upon Budget Committee Approval, which approval was granted on \_\_\_\_\_, 2021, and upon approval of the Louisiana State Bond Commission, which approval was granted on \_\_\_\_\_, 2021, and to dedicate the Annual Pledged State Increment to the payment of debt service on the Bonds.

Section 2.3 Collections. The State hereby represents that current law and the current internal collection processes and systems of LDR are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Annual Pledged State Increment on a quarterly basis, provided that with the prior written consent of the District such systems may be changed by LDR as they pertain to their respective collection processes relative to this Agreement. Not later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter, LDR shall direct the State Treasurer’s Office to transfer to the Trust Fund, using wiring instructions provided by the District, the aggregate Monthly Pledged State Increment for the prior quarter.

Section 2.4 Ownership of Monthly Pledged State Increment; Rebate to State. The State hereby represents and agrees that: (i) the Monthly Pledged State Increment, by virtue of the Act, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the Trust Fund; and (ii) pending classification as Monthly Pledged State Increment, such funds, although collected by the State, are not part of the State treasury but are held in trust pending classification as Monthly Pledged State Increment and disbursement to the District.

Section 2.5 Public Purpose. The District hereby represent that there is a reasonable expectation that the Project will serve a public purpose and result in economic development within the State that will exceed the value of the obligations of the State, as described herein.

Section 2.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the State, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the State or that might adversely affect the ability of the State to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

ARTICLE 3  
CITY'S AND DISTRICT' REPRESENTATIONS AND OBLIGATIONS

Section 3.1 Scope of Project. The Project is within the scope of the Act and the City and the District will use the Annual Pledged State Increment solely to pay for the costs of the Project, including the debt service on the Bonds, in order to induce economic development and reduce blight within the boundaries of the District.

Section 3.2 Public Hearing. The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held in accordance with the Act.

Section 3.3 District Authority. The City and the District have all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the City or the District a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the City or the District are a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

Section 3.4 Public Purpose. The City and the District anticipate that the Project will result in the creation of jobs, stimulate economic development, and increase sales and use tax receipts within the geographic area comprising the District, serving an integral public purpose.

Section 3.5 Validity of District Obligation. The City and the District have taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of their respective obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the City and the District.

Section 3.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the City or the District, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the City and the District or that might adversely affect the ability of the City and the District to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.7 Use of Local Resources. In connection with the Project, the City and the District hereby agree to use their reasonable best efforts to purchase materials and equipment from businesses and individuals located in the Parish, and to employ residents of the Parish, for construction jobs and permanent jobs.

ARTICLE 4  
COLLECTION AND TRANSFER

Section 4.1 Department. The State hereby agrees to act as agent of the District commencing the Commencement Date, for the sole purpose of collecting the Monthly Pledged State Increment. The District shall provide the State with the name, address and transfer information relative to the Trust Fund. Such agency shall continue from the Commencement Date until the last day of the Term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. The State hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged State Increment.

Section 4.2 Transfer of Funds. It is understood that the Monthly Pledged State Increment collected by LDR is the property of the District and thus the payment thereof to the District does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of LDR during the Term to send data to the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank. LDR shall classify and reconcile State Sales and Use Tax receipts from within the geographic area comprising the District as promptly as practicable, and shall inform the Treasurer's Office and the District, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged State Increment. LDR shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the District for deposit to the Trust Fund, as defined herein, and the date for such transfer, which shall be no later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter LDR will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the District.

Section 4.3 Calculations. (A) LDR, the City and the District hereby agree that the Monthly Pledged State Increment shall be calculated at least quarterly for each Month during the term of this Agreement. Such calculations shall be made by LDR and the calculation shall be provided to the City and the District. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of the City or the District. Collections of State Sales and Use Tax by LDR from within the geographic area comprising the District shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment, regardless of which such State Sales and Use Taxes are deemed due and owing; provided that collections of State Sales and Use Taxes paid under protest shall be set aside in accordance with LDR's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judicial determination is made by a court of competent jurisdiction that such State Sales and Use Taxes have been legally collected.

(B) If it is determined that for any period of time fewer monies have been transferred to the District than were due, or more funds have been transferred than were due, for whatever reason, LDR shall direct an adjustment in the Monthly Pledged State Increment paid to the District in order that the shortfall or overcollection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment.

Section 4.4 Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Commencement Date. LDR shall direct the Treasurer's Office and the Depository Bank to pay all Monthly Pledged State Increment collected on and after the Commencement Date to the District for deposit to the Trust Fund as provided herein.

Section 4.5 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, LDR is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of State Sales and Use Tax in the geographic area comprising the District in the same manner as State Sales and Use Taxes are currently being collected or authorized to be collected as of the Commencement Date.

Section 4.6 LDR Collection Fees. LDR is hereby authorized and directed to withhold from the State Sales and Use Tax collected by LDR each Month within the geographical boundaries of the District, as compensation for the performance of LDR's obligations hereunder, an amount equal to one percent (1%) of such State Sales and Use Tax collected, not to exceed in the aggregate of ten thousand dollars (\$10,000) within any Fiscal Year (the "*LDR Collection Commission*"). At such point in the Fiscal Year that the LDR

Collection Commission reaches an aggregate total of ten thousand dollars collected for previous Months, LDR shall not withhold any further LDR Collection Commission for that Fiscal Year.

Section 4.7 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.8 Accounting. Not later than March 1 of each Year LDR shall provide a written accounting to the District of all Annual Pledged State Increment collected on behalf of the State and the District in the previous Year. In addition, LDR shall provide current collection information to the District upon request thereby. It is not the intention of this Agreement to violate La. R.S. 47:1508 or R.S. 47:1508.1, and the parties hereto shall comply with such provisions.

Section 4.9 Indemnification. The District agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall be paid by the District to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

## ARTICLE 5 TERM

Section 5.1 Term of this Agreement. This Agreement shall be effective upon execution by all parties hereto and shall terminate thirty (30) years following the Commencement Date.

## ARTICLE 6 DEFAULT

Section 6.1 Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder; and

if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 6.2 Remedies. Upon a default under Section 6.1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential

damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

## ARTICLE 7 MISCELLANEOUS

Section 7.1 Accuracy of Base Collections. LDR hereby covenants and represents that Sales and Use Taxes in the amount of Thirty-Eight Thousand, Sixty-Six Dollars (\$38,066.00) were collected in the geographic area comprising the Lakefront EDD in the Base Year.

Section 7.2 Audit. The Legislative Auditor of the State may audit any and all books and records of the District related to this Agreement and the District shall make such books and records available for such purpose upon reasonable notice during reasonable business hours.

Section 7.3 Entire Agreement. This Agreement and the appendices hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Section 7.4 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

### TO LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT:

Lakefront Economic Development District  
c/o City of Lake Charles  
326 Pujoe Street  
Lake Charles, Louisiana 70601  
Attention: Clerk of Council

### TO LDR:

Department of Revenue  
P.O. Box 44098  
Baton Rouge, Louisiana 70804  
Attention: Director, Policy Services Division

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party.

Section 7.5 Further Assurances. From time to time hereafter, the parties hereto shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 7.6 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified, except in writing and executed by the parties hereto.

Section 7.7 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Fourteenth Judicial District Court, Calcasieu Parish, Louisiana or such federal court as may have jurisdiction over any matter. However, if any suit brought is against LDR, venue shall be appropriate and suit shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

Section 7.8 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.9 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the District or the State in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.10 Rights and Remedies. All rights and remedies of the parties under this Agreement shall be exclusive and limited to those remedies set forth in Article 4 hereof. In the event of a dispute hereunder, the party hereto who shall prevail in such dispute resolution shall be entitled to restitution for all reasonable fees and expenses, including legal fees, incurred in such dispute resolution from the other adversarial party or parties.

Section 7.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 7.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana.

CITY OF LAKE CHARLES

By: \_\_\_\_\_  
Nicholas E. Hunter, Mayor

LOUISIANA DEPARTMENT OF REVENUE

By: \_\_\_\_\_  
Kimberly Lewis Robinson  
Secretary, Louisiana Department of Revenue  
State of Louisiana

LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Mark Eckard, Chairman

EXHIBIT A

**BOUNDARY DESCRIPTION AND MAP OF THE LAKE CHARLES  
LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT**

Commencing at the point where eastbound I-10 crosses the shoreline immediately north and east of the Lake Charles Yacht Club, proceed due east to the centerline of the I-10 Service Rd. and continuing (south of I-10) east along said centerline to the intersection of Veterans Memorial Blvd/N. Lakeshore Dr., then following the centerline of the southbound side of Veterans Memorial Blvd/N. Lakeshore Dr. to the intersection of Lakeshore Dr., then following the centerline of the southbound side of Lakeshore Dr. to the shoreline of the drainage canal/coulee immediately south of Clarence St., then following the shoreline of Lake Charles west and north around Millennium Park and the Lake Charles Civic Center, and continuing along said shoreline north and west to the Lake Charles Yacht Club, then following said shoreline around the west and north sides of the Lake Charles Yacht Club to the point of beginning.



EXHIBIT B

**LAKEFRONT EDD BASE YEAR TAX COLLECTIONS**

<b>EDD/TIF DISTRICT</b>	<b>LAKEFRONT</b>
State Annual Base (Gross Tax Reported less V.C.)	\$38,066.00
State Monthly Base (Annual State Base divided by 12)	\$3,172.17

**CITY OF LAKE CHARLES**  
**Economic Development Corridor Projects**

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<b>Project Name</b>	<b>Estimated Cost</b>	<b>EDD District</b>	<b>Purpose</b>
New Park in Nellie Lutcher Cultural District	\$ 500,000	Enterprise Blvd	Parks
Enterprise Blvd Corridor improvements - streetscape	5,000,000	Enterprise Blvd	Quality of Life
Fire Station Rehab and Expansion - Enterprise Blvd	1,200,000	Enterprise Blvd	Public Safety
SEED Center Satellite Office	225,000	Enterprise Blvd	Economics
Enterprise Blvd rebuild: Broad Street - 3rd Street	3,000,000	Enterprise Blvd	Roadwork
Broad Street & Enterprise Blvd intersection improvements	1,500,000	Enterprise Blvd	Roadwork
Parcel assembly for economic development	5,000,000	Enterprise Blvd	Economics
Interstate Corridor improvements	6,000,000	Interstate Corridor	Quality of Life
Ryan Street north of Interstate I-10 sewer line	1,500,000	Interstate Corridor	Utilities
Plant A Wastewater Treatment Plant rebuild	45,000,000	Interstate Corridor	Utilities
GW Water Treatment Plant improvements	3,000,000	Interstate Corridor	Utilities
Technology Upgrades - Wi-Fi downtown areas	1,000,000	Interstate Corridor & Lakefront	Economics
Port Wonder	3,500,000	Lakefront	Quality of Life
Parking Garage renovations	2,500,000	Lakefront	Economics
Baseline flood elevation	1,500,000	Lakefront	Site Infrastructure
Shoreline stabilization	3,000,000	Lakefront	Site Infrastructure
Lakefront water & sewer line currently ongoing	455,000	Lakefront	Utilities
Lakefront boardwalk & pedestrian access	6,000,000	Lakefront	Quality of Life
North Beach improvements	2,000,000	Lakefront	Parks
Veteran's Memorial Park	500,000	Lakefront	Parks
Tract One A: South Civic Center Dr & Kirby Street connector	1,500,000	Lakefront	Roadwork
Board du Lac Drive reconfigure	1,500,000	Lakefront	Roadwork
Harbor / Marina	2,000,000	Lakefront	Quality of Life



**SENATORS**  
DAN "BLADE" MORRISH  
JOHN R. SMITH  
RONNIE JOHNS

**SOUTHWEST LOUISIANA  
LEGISLATIVE DELEGATION**

**REPRESENTATIVES**  
A.B. FRANKLIN  
JOHN E. "JOHNNY" GUINN  
DOROTHY SUE HILL  
MARK ABRAHAM  
STEPHEN DWIGHT  
STUART MOSS  
RYAN BOURRIAQUE

December 5, 2019

Mr. Don Pierson, Secretary  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, LA 70802

Representative Cameron Henry, Chairman  
Joint Legislative Committee on the Budget  
P.O. Box 44294  
Baton Rouge, LA 70804

Gentlemen:

Southwest Louisiana and the City of Lake Charles (City) have experienced significant growth in recent years; however, certain areas of the City remain underdeveloped and blighted. To combat this problem and promote some of these areas for investment and revitalization, the City recently created three economic development districts. The districts are named the Lakefront, Enterprise Boulevard and I-10 Corridor Economic Development Districts.

It is important to note that the EDDs are all located along State roadways and Interstate 10. Anyone driving through Lake Charles heading east or west can easily see the underdeveloped and blighted nature of these areas. Anyone can also see the enormous potential these areas have which would benefit the City, Southwest Louisiana and the State as a whole, not only in sales tax dollars but also in the inviting nature of the area, if improved. Because of economic incentives being offered, the City has already begun this important revitalization effort as it negotiates cooperative endeavor agreements for the construction of a science and education center/museum (in conjunction with the Louisiana Department of Wildlife & Fisheries), a restaurant and three other business ventures in the EDDs. With development comes the need to improve and expand existing infrastructure. This is where the State of Louisiana can help.

The City has requested that the State of Louisiana participate in this task by committing the incremental increases of two percent (2.0%) of the State's four and forty-five hundredths of one percent (4.45%) sales tax collected within the EDDs to fund certain public infrastructure needs to support projects within the EDDs.

We, the Southwest Louisiana Delegation, write today to offer our full support for this cooperative initiative between the City of Lake Charles and the State of Louisiana.

Sincerely,



Dan W. Morrish  
State Senator



Ronnie Johns  
State Senator



Mark Abraham  
State Representative



Stephen Dwight  
State Representative



Stuart Moss  
State Representative



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# LAKE CHARLES

SOUTHWEST LOUISIANA

CONVENTION & VISITORS BUREAU

LAKE CHARLES | SULPHUR | WESTLAKE

DEQUINCY | VINTON | IOWA

July 24, 2019

Mr. Don Pierson  
Secretary, Louisiana Economic Development  
617 North Third Street  
Baton Rouge, LA 70802-5239

Mr. Pierson,

I write today to support the creation of a Tax Increment District (TID) along the lakefront in Lake Charles, LA. This would allow the city of Lake Charles to capture 2 pennies of the state sales tax for the purpose of public infrastructure needs for a period of 20 years.

This area of our town might be the most desirable yet under-developed real estate in the state of Louisiana. It has visibility and direct access to Interstate 10, it is located adjacent to a revitalized downtown Lake Charles and has beautiful waterfront for the entirety of the area. Mayor Hunter has been a catalyst in getting development started on the lakefront. In partnership with LDWF, the city of Lake Charles has plans in place for an iconic museum, Port Wonder, adjacent to the parking garage that will receive a badly needed facelift. The Lake Charles/SWLA CVB contributed \$1 million to the project along with many other local governmental entities and private businesses. However, this is just the first step of many needed to achieve the potential economic impact of the lakefront.

Over the course of the past several years, our destination has lost many meetings and conventions to other locations, some within Louisiana but some in Texas and Mississippi. The business and economic impact to our community was lost due to not having a convention hotel attached to the meeting space at the Lake Charles Civic Center. We are very fortunate to have meeting space at our three resort casinos but there are many corporate meetings that refuse to meet at a casino property due to the optics for their shareholders. We believe that a new hotel with a refurbished convention center will bring additional business and more importantly, additional tax dollars to Louisiana and Lake Charles. The TID would be very beneficial in the solicitation of the right development partner for this project.

Tourism is big business in Calcasieu Parish and especially in the city of Lake Charles. Continued development of businesses and attractions on the lakefront will only enhance the product that

we sell, increase the number of visitors from Texas as well as other states and countries, and increase the amount of sales tax revenue generated by tourism to the general fund for the state of Louisiana and for the general fund for the city of Lake Charles.

The Lake Charles/SWLA Convention and Visitors Bureau Board of Directors voted unanimously at the July 11, 2019 meeting to support the TID for the lakefront of Lake Charles. Please let me know how the board or I can be of assistance during the economic analysis.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Edmiston". The signature is written in a cursive style with a large initial "K" and "E".

Kyle Edmiston, CDME  
President/CEO

**CITY OF LAKE CHARLES, STATE OF LOUISIANA  
LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT**

**ORDINANCE NO. 18188**

**An ordinance creating Lakefront Economic Development District of the City of Lake Charles, State of Louisiana; defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and providing for other matters in connection with the foregoing.**

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (*La.R.S. 33:9038.31, et seq.*) (the "EDD Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the EDD Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, *La.R.S. 33:9038.34(O)* provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the EDD Act, into which the incremental increases in sales taxes and hotel occupancy taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the EDD Act; and

WHEREAS, the City of Lake Charles, State of Louisiana (the "City"), acting through this City Council as its governing authority, desires to avail itself of the EDD Act to create an economic development district to be called the "Lakefront Economic Development District of the City of Lake Charles, State of Louisiana" (the "District"), in accordance with *La.R.S. 33:9038.32*, from which District local and State sales tax increments and local hotel occupancy tax increments are expected to be determined and used to fund I-10 Corridor Economic Development District Trust Fund; and

WHEREAS, in accordance with the Act, particularly *La.R.S. 33:9038.32(B)*, the following ordinance (i) was introduced on June 6, 2018; (ii) Notice of Introduction was published in the City's official journal on June 13, 2018, as required by Section 2-15 of the Lake Charles City Charter; (iii) Notice of Intention to Create the District, including a map showing the boundaries of the District, was published twice in the City's official journal, on June 11 and June 18, 2018, as required by *La.R.S. 33:9038.32(C)*, and (iv) a public hearing was held on June 20, 2018, at which no objections were received with respect to the ordinance or the creation of the proposed district.

WHEREAS, on this date, prior to the adoption of this ordinance, this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Lake Charles City Council, acting as the governing authority of the City of Lake Charles, State of Louisiana, in regular session convened, that:

SECTION 1. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION 2. Creation of District. Under the authority of *La.R.S. 33:9038.32* there is hereby created an economic development district within the City, to be named "Lakefront Economic Development District of the City of Lake Charles, State of Louisiana" having the geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated into and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be this City Council. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law.

The District, in cooperation with the executive branch of the City, shall develop and formulate economic development plans to be presented to the District for approval. Such economic development plans may include financial incentives to public or private entities for projects in the District that utilize (i) revenues of sales taxes and/or hotel occupancy taxes levied by the District, (ii) lawfully available sales tax revenues provided by the City of Lake Charles, and (iii) any other funds, whether public or private, that may be available for such purposes.

SECTION 3. Creation of Trust Fund. Under the authority of *La.R.S. 33:9038.34(O)*, there is hereby created a special trust fund, to be named the "Lakefront Economic Development District Trust Fund" (the "Trust Fund") for the purpose of paying costs in connection with economic development projects as defined in *La.R.S. 33:9038.34(M)* and *La.R.S. 33:9038.36*. The Trust Fund shall be established by the Chief Financial Officer of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 4. Authorization of Officers. The Mayor, Council President, and Clerk of the Council are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 5. Employment of Special Counsel. This governing authority has previously found and determined that a real necessity exists for the employment of special counsel in connection with the creation of the District, and accordingly the employment of Adams and Reese, LLP, of New Orleans, Louisiana, as special counsel to the City in connection with the foregoing is hereby ratified and confirmed, as required by Sections 4-09 and 2-12 of the Lake Charles City Charter (the "Charter"). Said special counsel shall prepare and submit to this governing authority for adoption all of the proceedings incidental to the foregoing, and shall counsel and advise the City, the District and this governing authority in connection with the foregoing. The fee of special counsel in connection with the foregoing shall be negotiated between the Mayor and special counsel. The Mayor shall be authorized to enter into a written contract with special council, with regard to the foregoing employment and fees therefor, as required by Section 4-09 of the Charter, in such form as the Mayor and City Attorney shall determine.

SECTION 6. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and as provided by Section 2-18 of the Charter shall become effective immediately upon approval by the Mayor.

This Ordinance, having been submitted to a vote of the City Council, the vote thereon was as follows:

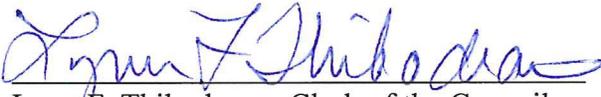
YEAS: John Ieyoub, Johnnie Thibodeaux, Luvertha August, Rodney Geyen and Stuart Weatherford

NAYS: None

ABSENT: Mark Eckard and Mary Morris

NOT VOTING: None

THUS DONE, APPROVED AND ADOPTED by the City Council, at a meeting of said public body duly held and conducted on June 20, 2018 in the City Council Chambers at 326 Pujoe Street in the City of Lake Charles.



Lynn F. Thibodeaux, Clerk of the Council



John Ieyoub, Council President



Nicholas E. Hunter, Mayor  
City of Lake Charles, Louisiana

**BOUNDARIES AND MAP OF  
LAKEFRONT ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

Commencing at the point where eastbound I-10 crosses the shoreline immediately north and east of the Lake Charles Yacht Club, proceed due east to the centerline of the I-10 Service Rd. and continuing (south of I-10) east along said centerline to the intersection of Veterans Memorial Blvd/N. Lakeshore Dr., then following the centerline of the southbound side of Veterans Memorial Blvd/N. Lakeshore Dr. to the intersection of Lakeshore Dr., then following the centerline of the southbound side of Lakeshore Dr. to the shoreline of the drainage canal/coulee immediately south of Clarence St., then following the shoreline of Lake Charles west and north around Millennium Park and the Lake Charles Civic Center, and continuing along said shoreline north and west to the Lake Charles Yacht Club, then following said shoreline around the west and north sides of the Lake Charles Yacht Club to the point of beginning.



STATE OF LOUISIANA

PARISH OF CALCASIEU

I, the undersigned Clerk of the Council do hereby certify that the foregoing ordinance number 18188 (4) pages constitute a true and correct copy of an ordinance adopted by the Lake Charles City Council on June 20, 2018, creating "Lakefront Economic Development District of the City of Lake Charles, State of Louisiana;" defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on this the 20<sup>th</sup> day of June, 2018.

(SEAL)

  
Lynn F. Thibodeaux, Clerk of the Council

**CITY OF LAKE CHARLES, STATE OF LOUISIANA  
I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT**

**ORDINANCE NO. 18350**

**An ordinance authorizing the expansion of the geographical boundaries of the I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana, all in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and providing for other matters in connection with the foregoing.**

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (*La.R.S. 33:9038.31, et seq.*) (the "EDD Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the EDD Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the EDD Act and other law; and

WHEREAS, the City of Lake Charles, State of Louisiana (the "City"), acting through this City Council as its governing authority, availed itself of the EDD Act and adopted Ordinance No. 18187 on June 20, 2018, creating the "I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana" (the "District"), in accordance with *La.R.S. 33:9038.32*; and

WHEREAS, the City, acting through its City Council as its governing authority, has found and determined that it would be advisable and beneficial to expand the geographical boundaries of the District to include an additional parcel of land, as set forth in Exhibit A attached hereto; and

WHEREAS, in accordance with the Act, particularly *La.R.S. 33:9038.32(B)*, the following ordinance (i) was introduced on January 16, 2019; (ii) Notice of Introduction was published in the City's official journal on January 23, 2019, as required by Section 2-15 of the Lake Charles City Charter; (iii) Notice of Intention to Expand the Boundaries of the District, including a map showing the expanded boundaries of the District, was published twice in the City's official journal, on January 22, 2019 and January 28, 2019, as required by *La.R.S. 33:9038.32(C)*, and (iv) a public hearing was held on February 6, 2019, at which no objections were received with respect to the ordinance or the expansion of the boundaries of the District; and

WHEREAS, on this date, prior to the adoption of this ordinance, this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the expansion of the boundaries of the District;

NOW THEREFORE, BE IT ORDAINED by the Lake Charles City Council, acting as the governing authority of the City of Lake Charles, State of Louisiana, in regular session convened, that:

SECTION 1. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION 2. Expansion of the Geographical Boundaries of the District. Under the authority of *La. R.S. 33:9038.32*, the geographical boundaries of the I-10 Corridor Economic Development District are hereby expanded as set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated into and made a part of this Ordinance, all pursuant to the Act.

SECTION 3. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

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

SECTION 5. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and as provided by Section 2-18 of the Charter shall become effective immediately upon approval by the Mayor.

This Ordinance, having been submitted to a vote of the City Council, the vote thereon was as follows:

YEAS: Rodney Geyen, John Ieyoub, Luvertha August, Mark Eckard, Mary Morris, Johnnie Thibodeaux, Stuart Weatherford

NAYS: None

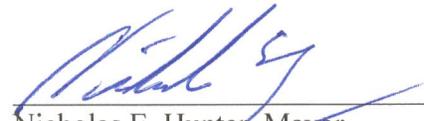
ABSENT: None

NOT VOTING: None

THUS DONE, APPROVED AND ADOPTED by the City Council, at a meeting of said public body duly held and conducted on February 6, 2019 in the City Council Chambers at 326 Pujoe Street in the City of Lake Charles.

  
Lynn F. Thibodeaux, Clerk of the Council

  
Mark Eckard, Council President

  
Nicholas E. Hunter, Mayor  
City of Lake Charles, Louisiana

**EXHIBIT A  
to Expansion Ordinance**

**BOUNDARIES AND MAP OF  
I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

The District shall consist of the area in the City bounded by the following: the intersection of the centerline of Enterprise Boulevard with the centerline of Pryce Street, thence easterly along the centerline of Pryce Street to the center of 1st Avenue; thence proceed northerly along the centerline of 1st Avenue to the intersection of the centerline of 1st Avenue with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Prater Street; thence proceed northerly along the centerline of Prater Street to the intersection of the centerline of Prater Street with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Albert Street; thence proceed northerly along the centerline of Albert Street and continue along the northerly trajectory of Albert Street north of Fruge Street and continue along the centerline trajectory of Albert Street to the easterly trajectory of South Railroad Avenue; thence westerly along the eastern trajectory of South Railroad Avenue crossing Interstate 10 and following the centerline of South Railroad Avenue or its trajectory westerly to the intersection of the centerline of Ryan Street and continuing westerly 1350 feet, more or less; thence southerly to the centerline of Veteran's Memorial Parkway and continuing southerly to the intersection of the centerline of Veteran's Memorial Parkway with the centerline of West Pryce Street; thence easterly along the centerline of West Pryce Street to the point of commencement.

**MAP OF  
I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

**(showing addition to District on western end)**



STATE OF LOUISIANA  
PARISH OF CALCASIEU

I, the undersigned Clerk of the Council do hereby certify that the foregoing ordinance number 18350 (3) pages constitute a true and correct copy of an ordinance adopted by the Lake Charles City Council on February 6, 2019, expanding the geographical boundaries of the I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana, all in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on this the 6<sup>th</sup> day of February, 2019.

(SEAL)



Lynn F. Thibodeaux, Clerk of the Council

**CITY OF LAKE CHARLES, STATE OF LOUISIANA  
I-10 CORRIDOR ECONOMIC DEVELOPMENT DISTRICT**

**ORDINANCE NO. 18187**

**An ordinance creating I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana; defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and providing for other matters in connection with the foregoing.**

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (*La.R.S. 33:9038.31, et seq.*) (the "EDD Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the EDD Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, *La.R.S. 33:9038.34(O)* provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the EDD Act, into which the incremental increases in sales taxes and hotel occupancy taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the EDD Act; and

WHEREAS, the City of Lake Charles, State of Louisiana (the "City"), acting through this City Council as its governing authority, desires to avail itself of the EDD Act to create an economic development district to be called the "I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana" (the "District"), in accordance with *La.R.S. 33:9038.32*, from which District local and State sales tax increments and local hotel occupancy tax increments are expected to be determined and used to fund I-10 Corridor Economic Development District Trust Fund; and

WHEREAS, in accordance with the Act, particularly *La.R.S. 33:9038.32(B)*, the following ordinance (i) was introduced on June 6, 2018; (ii) Notice of Introduction was published in the City's official journal on June 13, 2018, as required by Section 2-15 of the Lake Charles City Charter; (iii) Notice of Intention to Create the District, including a map showing the boundaries of the District, was published twice in the City's official journal, on June 11 and June 18, 2018, as required by *La.R.S. 33:9038.32(C)*, and (iv) a public hearing was held on June 20, 2018, at which no objections were received with respect to the ordinance or the creation of the proposed district.

WHEREAS, on this date, prior to the adoption of this ordinance, this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Lake Charles City Council, acting as the governing authority of the City of Lake Charles, State of Louisiana, in regular session convened, that:

SECTION 1. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION 2. Creation of District. Under the authority of *La. R.S. 33:9038.32* there is hereby created an economic development district within the City, to be named "I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana" having the geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated into and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be this City Council. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law.

The District, in cooperation with the executive branch of the City, shall develop and formulate economic development plans to be presented to the District for approval. Such economic development plans may include financial incentives to public or private entities for projects in the District that utilize (i) revenues of sales taxes and/or hotel occupancy taxes levied by the District, (ii) lawfully available sales tax revenues provided by the City of Lake Charles, and (iii) any other funds, whether public or private, that may be available for such purposes.

SECTION 3. Creation of Trust Fund. Under the authority of *La. R.S. 33:9038.34(O)*, there is hereby created a special trust fund, to be named the "I-10 Corridor Economic Development District Trust Fund" (the "Trust Fund") for the purpose of paying costs in connection with economic development projects as defined in *La. R.S. 33:9038.34(M)* and *La. R.S. 33:9038.36*. The Trust Fund shall be established by the Chief Financial Officer of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 4. Authorization of Officers. The Mayor, Council President, and Clerk of the Council are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 5. Employment of Special Counsel. This governing authority has previously found and determined that a real necessity exists for the employment of special counsel in connection with the creation of the District, and accordingly the employment of Adams and Reese LLP, of New Orleans, Louisiana, as special counsel to the City in connection with the foregoing is hereby ratified and confirmed, as required by Sections 4-09 and 2-12 of the Lake Charles City Charter (the "Charter"). Said special counsel shall prepare and submit to this governing authority for adoption all of the proceedings incidental to the foregoing, and shall counsel and advise the City, the District and this governing authority in connection with the foregoing. The fee of special counsel in connection with the foregoing shall be negotiated between the Mayor and special counsel. The Mayor shall be authorized to enter into a written contract with special council, with regard to the foregoing employment and fees therefor, as required by Section 4-09 of the Charter, in such form as the Mayor and City Attorney shall determine.

SECTION 6. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and as provided by Section 2-18 of the Charter shall become effective immediately upon approval by the Mayor.

This Ordinance, having been submitted to a vote of the City Council, the vote thereon was as follows:

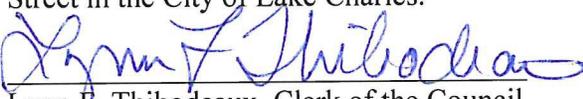
YEAS: John Ieyoub, Johnnie Thibodeaux, Luvertha August, Rodney Geyen and Stuart Weatherford

NAYS: None

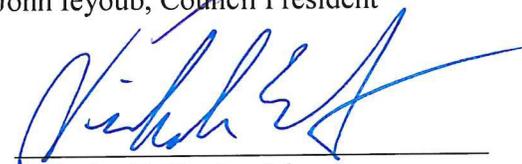
ABSENT: Mark Eckard and Mary Morris

NOT VOTING: None

THUS DONE, APPROVED AND ADOPTED by the City Council, at a meeting of said public body duly held and conducted on June 20, 2018 in the City Council Chambers at 326 Pujoe Street in the City of Lake Charles.

  
Lynn F. Thibodeaux, Clerk of the Council

  
John Ieyoub, Council President

  
Nicholas E. Hunter, Mayor  
City of Lake Charles, Louisiana

**BOUNDARIES AND MAP OF  
I-10CORRIDOR ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

The District shall consist of the area in the City, all as shown on the following map, bounded by the following: the intersection of the centerline of Enterprise Boulevard with the centerline of Pryce Street, thence easterly along the centerline of Pryce Street to the center of 1<sup>st</sup> Avenue; thence proceed northerly along the centerline of 1<sup>st</sup> Avenue to the intersection of the centerline of 1<sup>st</sup> Avenue with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Prater Street; thence proceed northerly along the centerline of Prater Street to the intersection of the centerline of Prater Street with the centerline of Winterhalter Street; thence proceed easterly along the centerline of Winterhalter Street to the intersection of the centerline of Winterhalter Street with the centerline of Albert Street; thence proceed northerly along the centerline of Albert Street and continue along the northerly trajectory of Albert Street north of Fruge Street and continue along the centerline trajectory of Albert Street to the easterly trajectory of South Railroad Avenue; thence westerly along the eastern trajectory of South Railroad Avenue crossing Interstate 10 and following the centerline of South Railroad Avenue or its trajectory westerly to the intersection of the centerline of Ryan Street; thence southerly along the centerline of Ryan Street to the intersection of the centerline of Pryce Street; thence easterly along the centerline of Pryce Street to the point of commencement.

**MAP OF  
I-10CORRIDOR ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

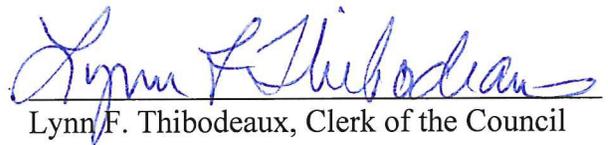


STATE OF LOUISIANA  
PARISH OF CALCASIEU

I, the undersigned Clerk of the Council do hereby certify that the foregoing ordinance number 18187 (4) pages constitute a true and correct copy of an ordinance adopted by the Lake Charles City Council on June 20, 2018, creating "I-10 Corridor Economic Development District of the City of Lake Charles, State of Louisiana;" defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on this the 20th day of June, 2018.

(SEAL)

  
Lynn F. Thibodeaux, Clerk of the Council

Ordinance No. 18187

**CITY OF LAKE CHARLES, STATE OF LOUISIANA  
ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT**

**ORDINANCE NO. 18189**

**An ordinance creating Enterprise Boulevard Economic Development District of the City of Lake Charles, State of Louisiana; defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and providing for other matters in connection with the foregoing.**

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (*La.R.S. 33:9038.31, et seq.*) (the "EDD Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the EDD Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, *La.R.S. 33:9038.34(O)* provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the EDD Act, into which the incremental increases in sales taxes and hotel occupancy taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the EDD Act; and

WHEREAS, the City of Lake Charles, State of Louisiana (the "City"), acting through this City Council as its governing authority, desires to avail itself of the EDD Act to create an economic development district to be called the "Enterprise Boulevard Economic Development District of the City of Lake Charles, State of Louisiana" (the "District"), in accordance with *La.R.S. 33:9038.32*, from which District local and State sales tax increments and local hotel occupancy tax increments are expected to be determined and used to fund Enterprise Boulevard Economic Development District Trust Fund; and

WHEREAS, in accordance with the Act, particularly *La.R.S. 33:9038.32(B)*, the following ordinance (i) was introduced on June 6, 2018; (ii) Notice of Introduction was published in the City's official journal on June 13, 2018, as required by Section 2-15 of the Lake Charles City Charter; (iii) Notice of Intention to Create the District, including a map showing the boundaries of the District, was published twice in the City's official journal, on June 11 and June 18, 2018, as required by *La.R.S. 33:9038.32(C)*, and (iv) a public hearing was held on June 20, 2018, at which no objections were received with respect to the ordinance or the creation of the proposed district.

WHEREAS, on this date, prior to the adoption of this ordinance, this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Lake Charles City Council, acting as the governing authority of the City of Lake Charles, State of Louisiana, in regular session convened, that:

SECTION 1. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION 2. Creation of District. Under the authority of *La. R.S. 33:9038.32* there is hereby created an economic development district within the City, to be named "Enterprise Boulevard Economic Development District of the City of Lake Charles, State of Louisiana" having the geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated into and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be this City Council. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law.

The District, in cooperation with the executive branch of the City, shall develop and formulate economic development plans to be presented to the District for approval. Such economic development plans may include financial incentives to public or private entities for projects in the District that utilize (i) revenues of sales taxes and/or hotel occupancy taxes levied by the District, (ii) lawfully available sales tax revenues provided by the City of Lake Charles, and (iii) any other funds, whether public or private, that may be available for such purposes.

SECTION 3. Creation of Trust Fund. Under the authority of *La. R.S. 33:9038.34(O)*, there is hereby created a special trust fund, to be named the "Enterprise Boulevard Economic Development District Trust Fund" (the "Trust Fund") for the purpose of paying costs in connection with economic development projects as defined in *La. R.S. 33:9038.34(M)* and *La. R.S. 33:9038.36*. The Trust Fund shall be established by the Chief Financial Officer of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 4. Authorization of Officers. The Mayor, Council President, and Clerk of the Council are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 5. Employment of Special Counsel. This governing authority has previously found and determined that a real necessity exists for the employment of special counsel in connection with the creation of the District, and accordingly the employment of Adams and Reese LLP, of New Orleans, Louisiana, as special counsel to the City in connection with the foregoing is hereby ratified and confirmed, as required by Sections 4-09 and 2-12 of the Lake Charles City Charter (the "Charter"). Said special counsel shall prepare and submit to this governing authority for adoption all of the proceedings incidental to the foregoing, and shall counsel and advise the City, the District and this governing authority in connection with the foregoing. The fee of special counsel in connection with the foregoing shall be negotiated between the Mayor and special counsel. The Mayor shall be authorized to enter into a written contract with special counsel, with regard to the foregoing employment and fees therefor, as required by Section 4-09 of the Charter, in such form as the Mayor and City Attorney shall determine.

SECTION 6. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and as provided by Section 2-18 of the Charter shall become effective immediately upon approval by the Mayor.

This Ordinance, having been submitted to a vote of the City Council, the vote thereon was as follows:

YEAS: John Ieyoub, Johnnie Thibodeaux, Luvertha August, Rodney Geyen and Stuart Weatherford

NAYS: None

ABSENT: Mark Eckard and Mary Morris

NOT VOTING: None

THUS DONE, APPROVED, AND ADOPTED by the City Council, at a meeting of said public body duly held and conducted on June 20, 2018 in the City Council Chambers at 326 Pujol Street in the City of Lake Charles.

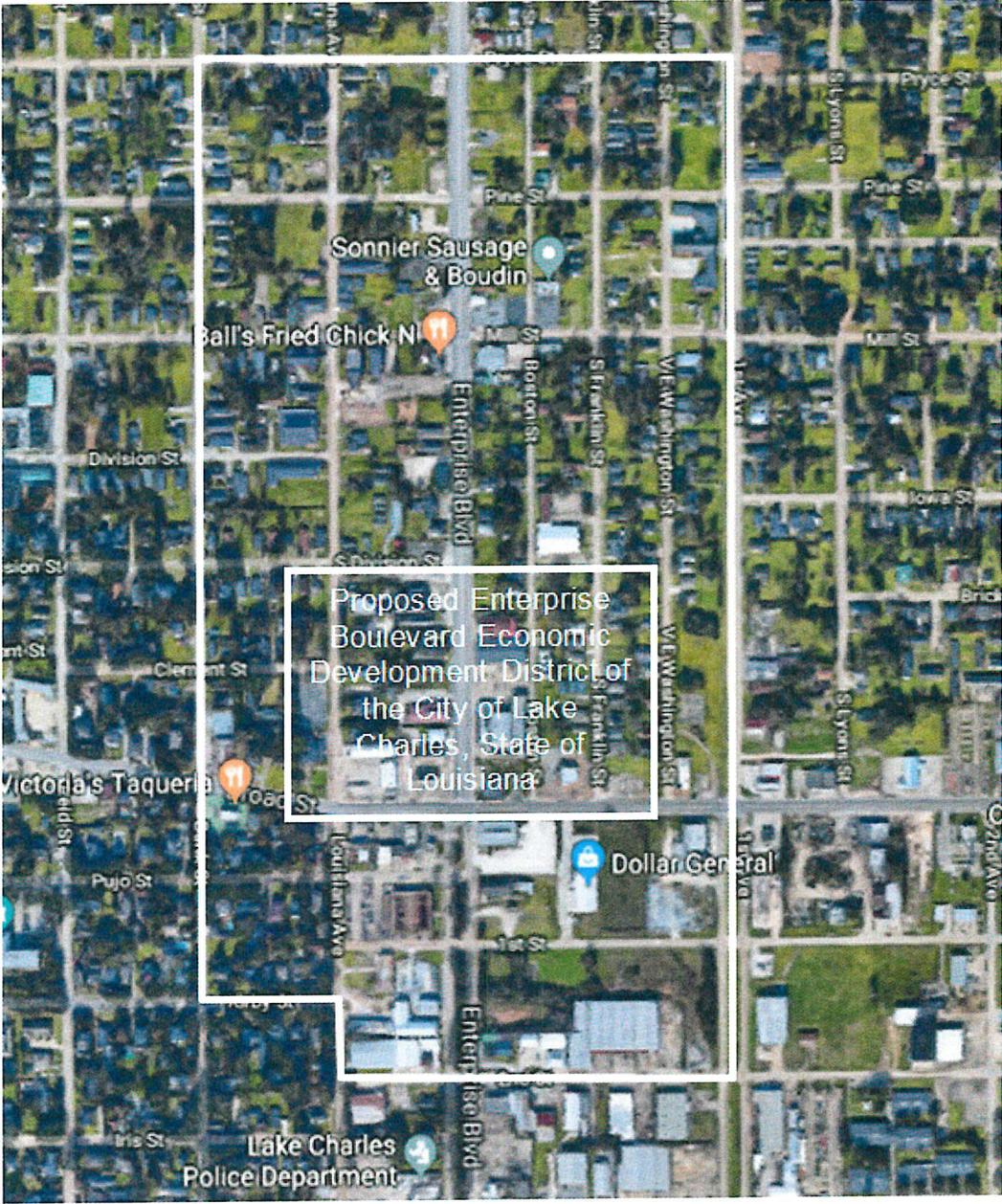
  
Lynn F. Thibodeaux, Clerk of the Council

  
John Ieyoub, Council President

  
Nicholas E. Hunter, Mayor  
City of Lake Charles, Louisiana

**BOUNDARIES AND MAP OF  
ENTERPRISE BOULEVARD ECONOMIC DEVELOPMENT DISTRICT  
OF THE  
CITY OF LAKE CHARLES, STATE OF LOUISIANA**

The District shall consist of the area in the City bounded by the centerlines of: Pryce St. on the north, 1<sup>st</sup> Ave. on the east, 2<sup>nd</sup> St. on the south, and Banks St. on the west, as shown on the following map:



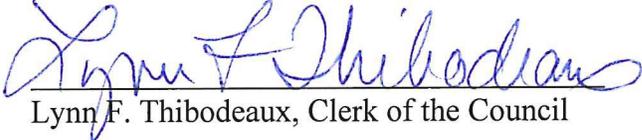
STATE OF LOUISIANA

PARISH OF CALCASIEU

I, the undersigned Clerk of the Council do hereby certify that the foregoing Ordinance No. 18189 (4) pages constitute a true and correct copy of an ordinance adopted by the Lake Charles City Council on June 20, 2018, creating "Enterprise Boulevard Economic Development District of the City of Lake Charles, State of Louisiana;" defining the boundaries thereof from which the incremental increase in existing sales taxes of the City will be used to finance economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said City on this the 20th day of June, 2018.

(SEAL)

  
Lynn F. Thibodeaux, Clerk of the Council



# Economic Incentives

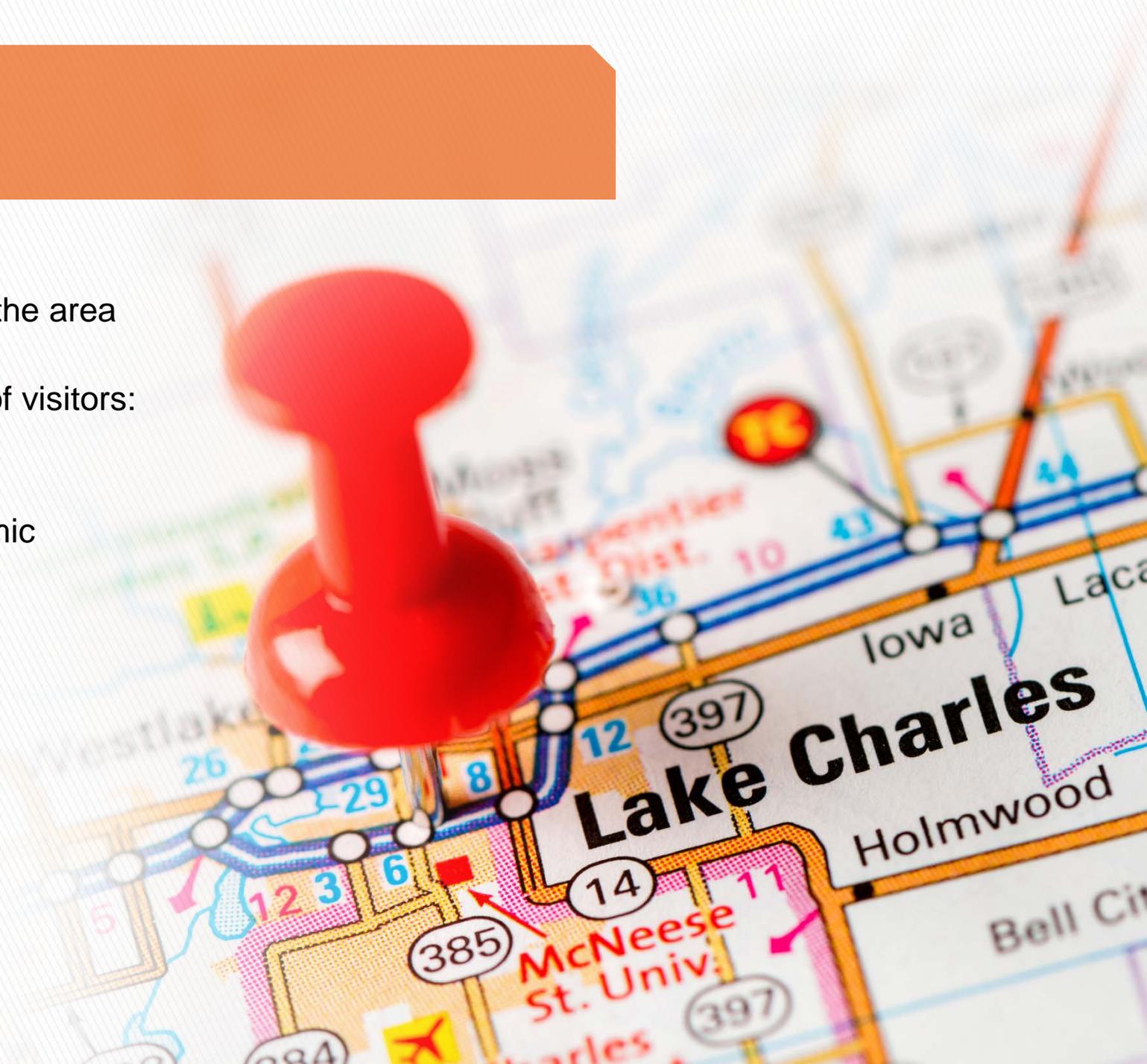
ENHANCING OUR TOOLBOX

Mayor Nic Hunter | City of Lake Charles



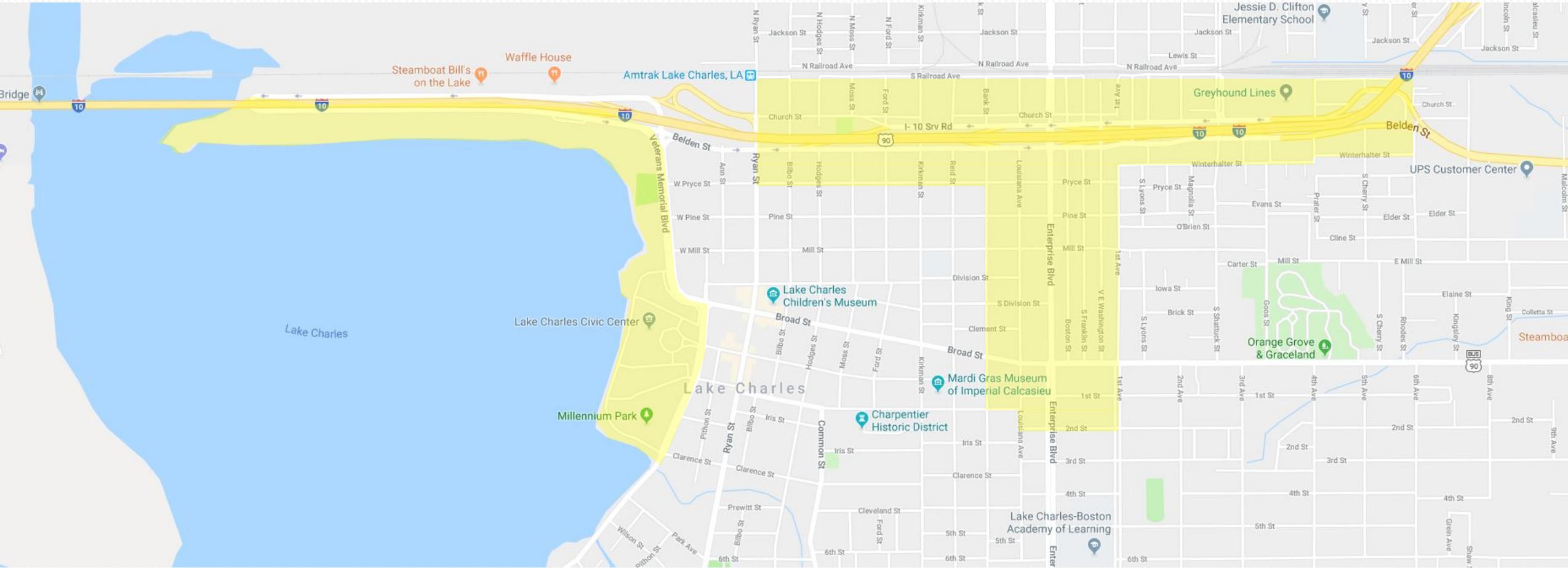
# City Objectives:

- Entice more business and consumers to the area
- Take advantage of our greatest pipeline of visitors:  
**I-10 Traffic** (80,000+ cars per day)
- Encourage additional investment, economic diversity, and redevelopment in the city
- Job creation and retention
- Create more revenue for infrastructure
- Focus on growing the tax base, not raising taxes



# Economic Incentives...

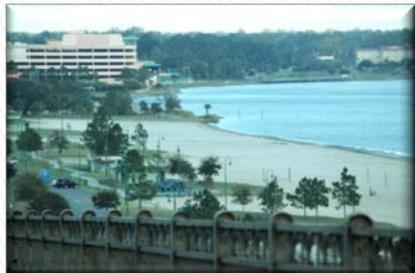
# The Big Picture



*Highlighted Areas Represent Economic Development Districts*

# Lake Charles Lakefront

## The Big Picture



- **Lakefront inviting entrance into Lake Charles & “Welcome Sign” to the rest of the world**
- **Only Lake on I-10 in between Houston and Baton Rouge**
  - 80,000+ Vehicle per day on I-10
- **Proximity to Downtown Lake Charles Business District**
  - 3,000+ in CBD during business hours
- **Walking distance from the Lake Charles Civic Center: 350,000+ visitors a year**
- **The City of Lake Charles owns 120+ acres of lakefront property**

The background of the slide is a photograph of a lakefront. In the foreground, there is a body of water reflecting the sky and buildings. In the middle ground, there are several buildings, including a prominent tall glass skyscraper. In the background, there are more buildings and a clear blue sky with some light clouds. The overall scene is a city waterfront.

## The Lakefront...

# What are We Adding to the Toolbox?

- Economic Development District (EDD)
  - 2% Sales Tax Available for Economic Development Purposes
  - 6 mills Property Tax Available for Economic Development Purposes
- One-Time Construction Fee Waivers
- City is investing \$10+ Million in Lakefront Infrastructure over near future
- \$20+ Million Port Wonder Slated for Lakefront

# Port Wonder

State of the Art Children's Museum & Science/Nature Center



**Opening  
in Mid  
2021**

***Feasibility Study  
Estimates 125k+  
visitors a Year***

CambridgeSeven

# Crying Eagle

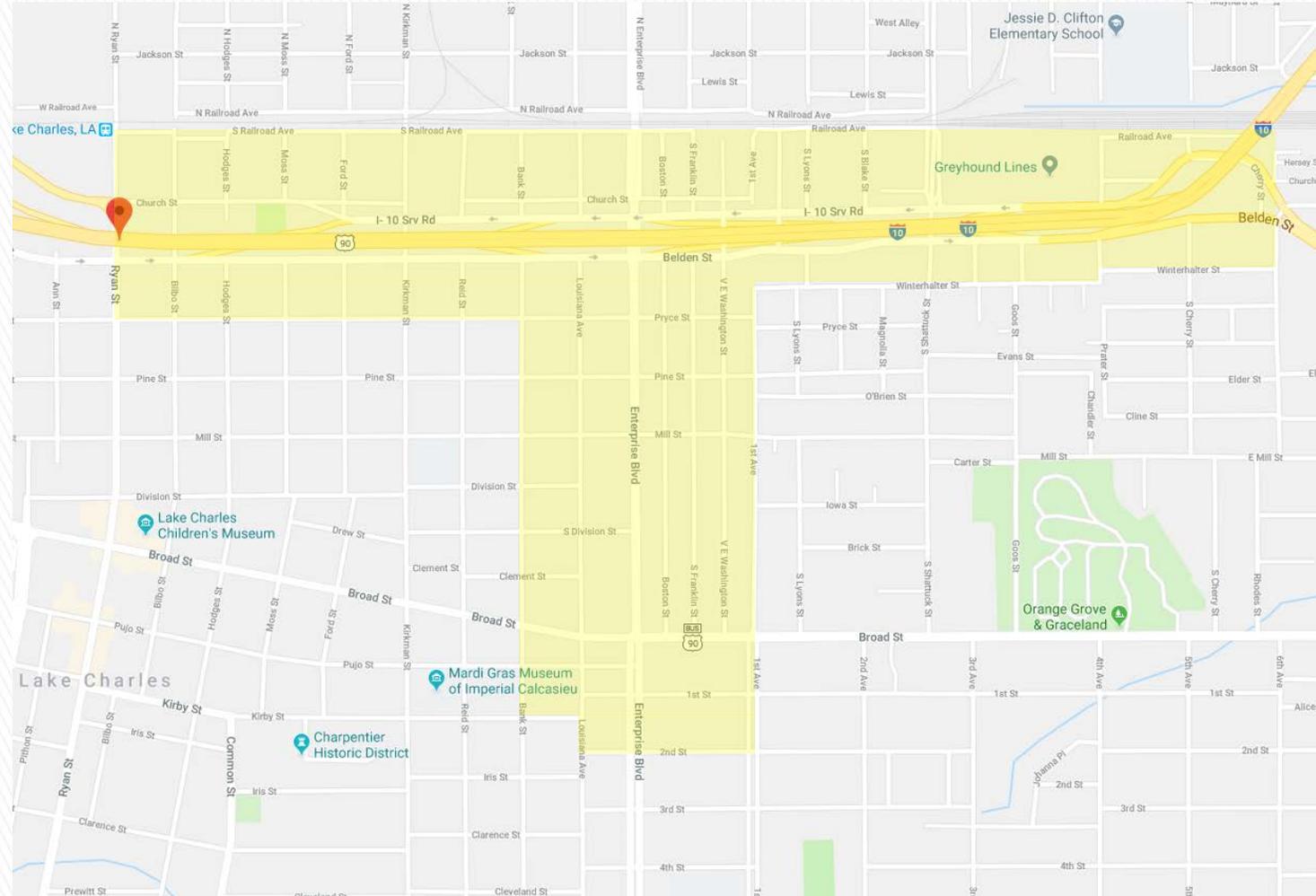
Full Service Restaurant and Microbrewery



**Opening  
in Mid  
2021**

# I-10 & Enterprise Boulevard

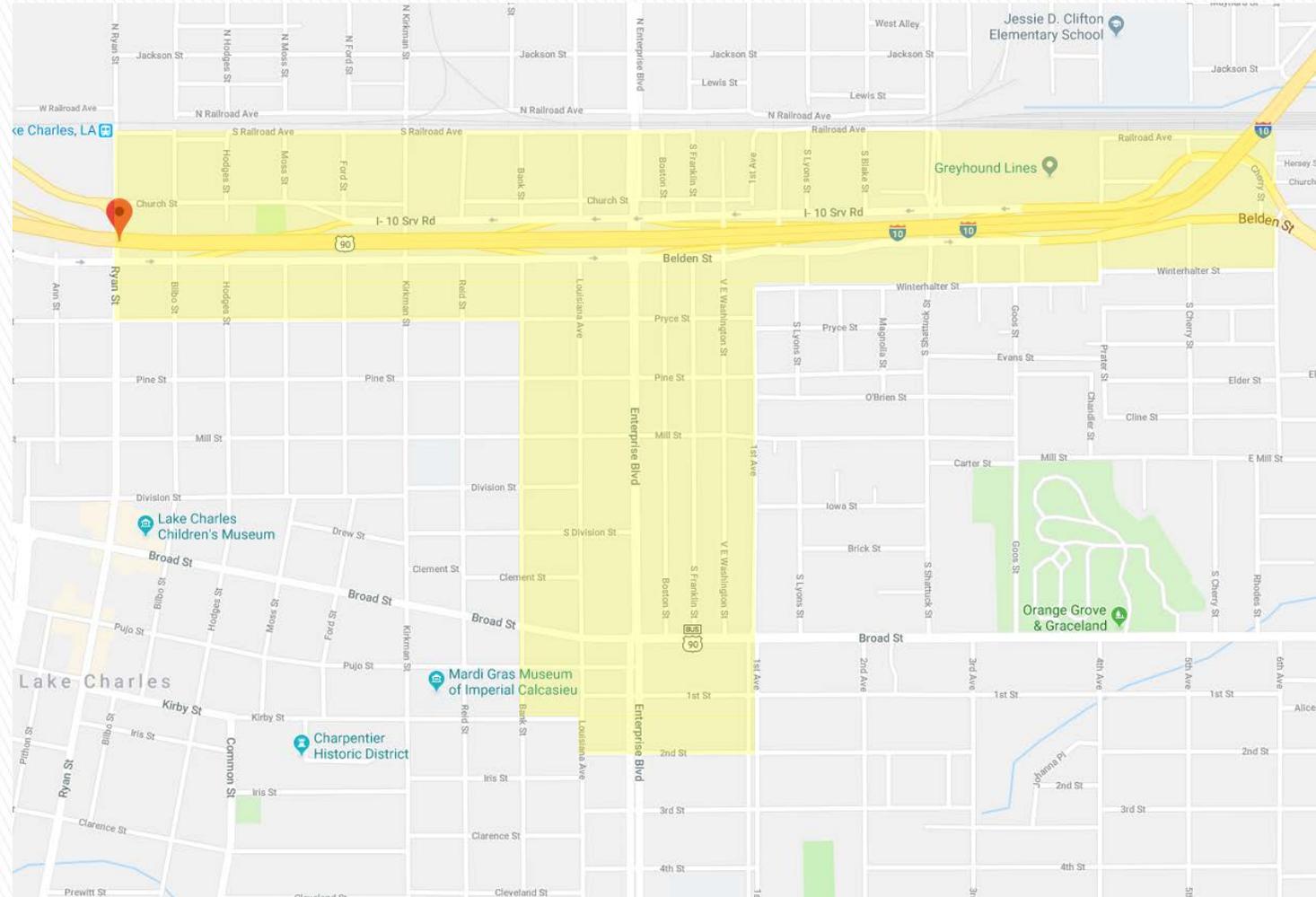
- Enterprise Boulevard has a rich cultural history that can be showcased with business growth and new opportunities that will draw visitors off I-10
- Other cities have developed more along their major interstate corridors
- Powered by a mix of community engagement and enhanced investment, Enterprise Boulevard can once again be a thriving economic & cultural corridor
- Honoring the legacy of Nellie Lutcher through the Cultural District, Enterprise Boulevard should be an anchor of unique history, attracting residents and visitors



# I-10 & Enterprise...

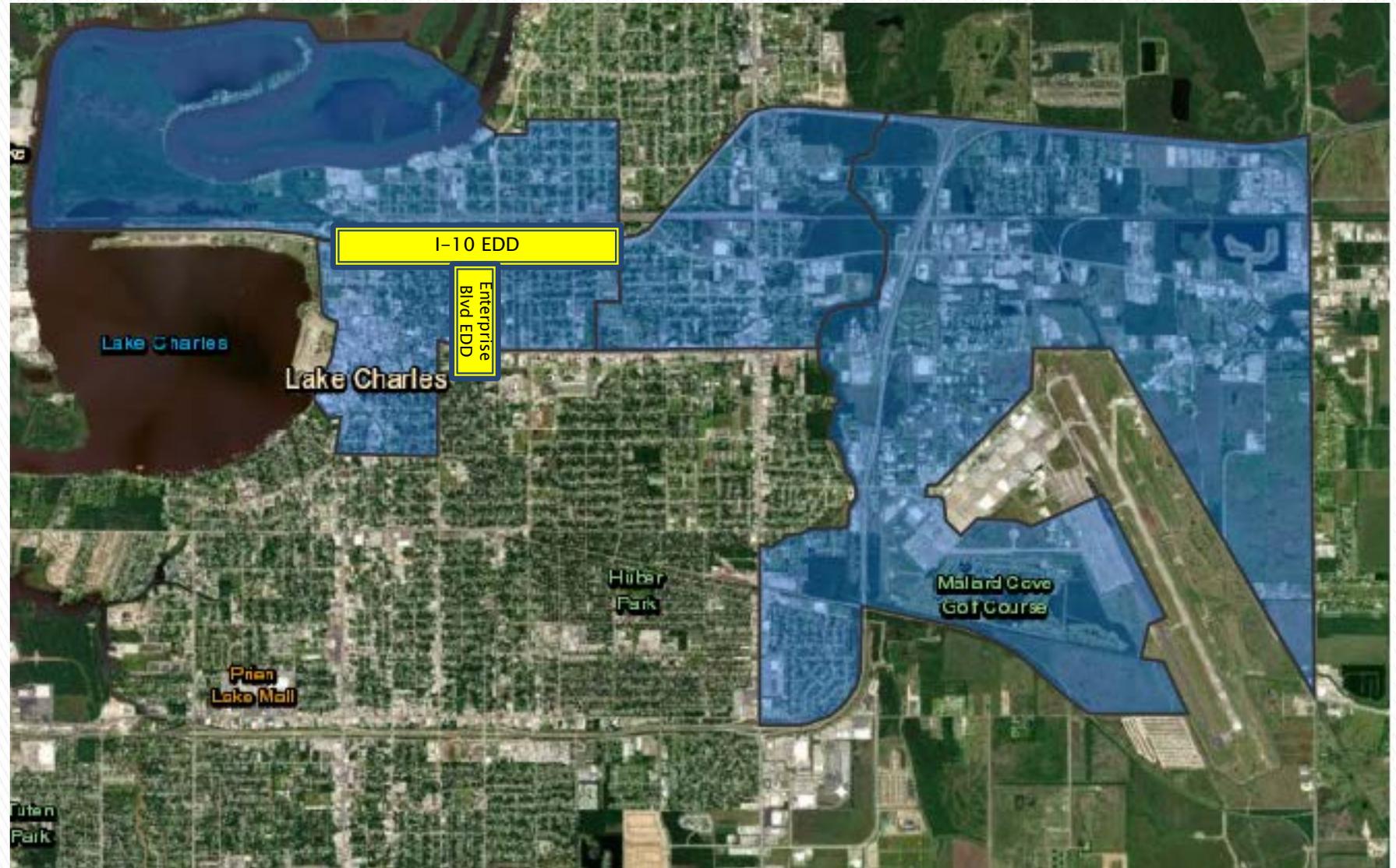
## What are We Adding to the Toolbox?

- Economic Development District (EDD)
  - 1% Sales Tax Available for Economic Development Purposes
  - 6 mills Property Tax Available for Economic Development Purposes
- One-Time Construction Fee Waivers
- Area Lies within Opportunity Zones created by HB 1
- Historic Tax Credits Available through Nellie Lutcher Cultural District
- PROP Loan
  - Low Interest Loan for Areas Affected by Hurricane Rita/Katrina
- CDBG Funds Available



# Layers of Incentives

Blue Shaded Area Represents Federally Certified Opportunity Zones in Lake Charles



State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

March 18, 2021

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: Enterprise Boulevard Economic Development District of the City of Lake Charles

Dear Secretary Pierson:

I have reviewed your Department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the Enterprise Boulevard Economic Development District in the City of Lake Charles (the "District").

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the District. Please accept this letter as certification as to the correctness of your Department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. Rev. Stat. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the Enterprise Boulevard Economic Development District is enclosed for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly L. Robinson", is written over a light blue horizontal line.

Kimberly L. Robinson  
Secretary

Enclosures

*Contributing to a better quality of life.*

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896  
Telephone (225) 219-4059 • Fax (225) 219-2114  
[www.revenue.louisiana.gov](http://www.revenue.louisiana.gov)

State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

March 18, 2021

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: Lakefront Economic Development District of the City of Lake Charles

Dear Secretary Pierson:

I have reviewed your Department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the Lakefront Economic Development District in the City of Lake Charles (the "District").

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the District. Please accept this letter as certification as to the correctness of your Department's evaluation of the anticipated increase in State sales tax revenues to be collected as required by La. Rev. Stat. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the Lakefront Economic Development District is enclosed for your reference.

Sincerely,

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Kimberly L. Robinson  
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State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

March 18, 2021

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: 1-10 Corridor Economic Development District of the  
City of Lake Charles

Dear Secretary Pierson:

I have reviewed your Department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the 1-10 Corridor Economic Development District in the City of Lake Charles (the "District").

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the District. Please accept this letter as certification as to the correctness of your Department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. Rev. Stat. 33:9038(A)(6). The Louisiana Department Revenue's sales tax analysis of the 1-10 Corridor Economic Development District is enclosed for your reference.

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**JLCB AGENDA ITEM REQUEST: Harveston Economic Development District TIF  
03/15/21**

The attached packet of information is being submitted by LED on behalf of the Harveston Economic Development District (EDD) to request approval for Tax Increment Financing utilizing 2 pennies (or 45%) of future increments of the 4.45 pennies of state sales tax collections within the EDD. Specifically, the request is for JLCB to approve the State to enter into a CEA with the Harveston EDD for said purpose.



March 15, 2021

Senator Mack "Bodi" White  
Chairman, Joint Legislative Committee on the Budget  
900 North Third Street  
Baton Rouge, Louisiana 70802

Re: Tax Increment Financing request for the Harveston Economic  
Development District within the City of Baton Rouge/Parish of East  
Baton Rouge

Dear Senator White,

LED received from the Harveston Economic Development District (EDD) a request that the State dedicate to the district the incremental increases of two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the district. SLP Development LLC is planning a \$525 million mixed-use, traditional neighborhood development within the Harveston EDD to include public infrastructure, schools, recreational areas, commercial developments, and housing using a combination of private investment and the proceeds from the incremental increase of a portion of local and State sales taxes collected within the district.

Dr. James Richardson has conducted an economic impact analysis which indicates that the proposed development within the Harveston Economic Development District would result in an increase in collections of State sales taxes above the amount currently being collected. LED concurs with Dr. Richardson's determination that the activity that will result from the private and public investments made combined with the additional commitments of public benefits within the district will benefit the State economically. Furthermore, under the tax increment financing proposal as recommended by LED - which entails a term of no more than 25 years and a lifetime aggregate cap of \$25 million - the State would receive more funds from the increased State sales tax revenues than the district would receive from the proceeds of the dedicated State sales tax increment.

Please accept this letter as the written evaluation and determination of the Louisiana Department of Economic Development as required under La. R.S. 33:9038.34(A)(6).

Thank you for your assistance and cooperation with this matter. Should you have any further questions, please do not hesitate to contact me or LED Assistant Secretary, Mandi Mitchell.

Sincerely,

Don Pierson, Secretary

## **Analysis of Economic Development District for Harveston in East Baton Rouge Parish**

**Prepared by Dr. James A. Richardson, Alumni Professor of Economics and Public Administration at Louisiana State University<sup>1</sup>**

**Request for a State TIF for the Harveston Economic Development District in East Baton Rouge Parish:** Harveston is an Economic Development District in East Baton Rouge Parish with a planned investment of approximately \$525 million which includes infrastructure, schools, recreational areas, commercial developments, and housing. The private investment will create its own economic impact during the construction of Harveston. This construction will create jobs, income, and state and local tax receipts as it is undertaken. Once the construction is completed, the ongoing activities of the Harveston community will sustain continuing economic activity and will also supplement the image of the state's Capital City in terms of the "quality of life" which is a significant component of the attraction of new industries that are focused on the overall attraction of a region as opposed to just the location of natural resources.

The Baton Rouge/East Baton Rouge Metro-Council approved in December 2019 a TIF for net new sales associated with the new retail stores to be constructed in the Harveston EDD with the TIF being in force the shorter of 12 months after the date all expenses and debt of the EDD have been paid in full or 40 years from the date on which EBR City/Parish sales taxes have been levied and collected.

Harveston EDD is asking the State to approve a TIF for 2% of the current 4.45% state sales tax or 2% of whatever the sales tax rate may be. This TIF will be associated with all economic activities within the economic development district for sales of the new retail stores to be constructed in the Harveston EDD. The TIF will be in force the shorter of 12 months after the date all expenses and debt of the EDD have been paid in full or 40 years from the date the state's sales taxes have been levied and collected.

**Tax Increment Financing:** Tax Increment Financing (TIF) is a mechanism by which public decisions regarding the use of public resources can be expressed via use of the State's tax system. The TIF provides public support to an investment that generates economic and social gains to the state.

The City/Parish declared that the development of Harveston is an important commitment for the City/Parish to make for the long-term development of the City/Parish and for the net new infrastructure that would be constructed without direct public resources. This development is also a crucial investment with regards to the diversification of the state's economy.

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<sup>1</sup> The analysis represents solely the findings and opinion of Dr. James A. Richardson and none of the other organizations with which he is affiliated.

The State of Louisiana must be focused on the diversification of its economy which includes recruiting industries, not just because of the state's natural resources or transportation facilities, but because of the state's labor force, educational opportunities, and overall quality of life. The exact definition of quality of life is not as easy to quantify as, say, the amount of natural resources we may have or the number of ports, waterways, railways, and highways the state has to facilitate the movement of commerce. However, every definition of quality of life includes housing, culture and leisure, security, and infrastructure and services.<sup>2</sup> Forbes Magazine noted the difficulty of putting a precise definition of "quality of life" but included in its multidimensional factors the following: housing, environment, education, level of independence, local services and transport, and employment.<sup>3</sup>

The need for economic diversification is an absolute necessity in Louisiana. Five of the fastest growing industries in the United States<sup>4</sup> are in Healthcare and Social Assistance and other fast-growing industries are in information technology, cybersecurity, and other technology-related fields. The "quality of life" becomes a critical factor in describing the area in which the state will be seeking industries to invest in Louisiana. A significant economic development such as the Harveston Economic Development District will not, by itself, define the quality of life in Louisiana; however, it provides a visible example of the housing, social, recreational, educational, and commercial neighborhoods that can be developed in Louisiana and can encourage and support new industry developments.

Private dollars of approximately \$525 million will finance the development.

**Proposed Activity at Harveston EDD:**

- (1) Estimated \$347.744 million of commercial, special use, hotel, senior living, and office construction over a 10-year period;
- (2) estimated \$65.269 million for the dedication of open land for roads, a school, and open areas;
- (3) estimated \$176.975 million for infrastructure investment of roads, bridges, roundabouts, utilities, and offsite connections; the development of Town Square, streetscapes, walking and bike paths, and parking structure with all these investments; and engineering/legal/land planning costs with these investments being made over a three-year period;
- (4) total construction activity being an estimated \$524.720 million;
- (5) estimated retail sales at the Harveston EDD of \$137.630 million with overall state sales tax collections being an estimated \$6,124,535 per year given that the state sales

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<sup>2</sup> OECD (2014), *How's Life in Your Region?: Measuring Regional and Local Well-Being for Policy Making*.

<sup>3</sup> "Quality of Life: Everyone Wants It, But What Is It?" *Forbes*, September 4, 2013.

<sup>4</sup> TED: The Economic Daily, September 4, 2020, bls.gov. Some of this growth is related to the aging of the population and some is contributed to the significance of healthcare research and technology enhancements.

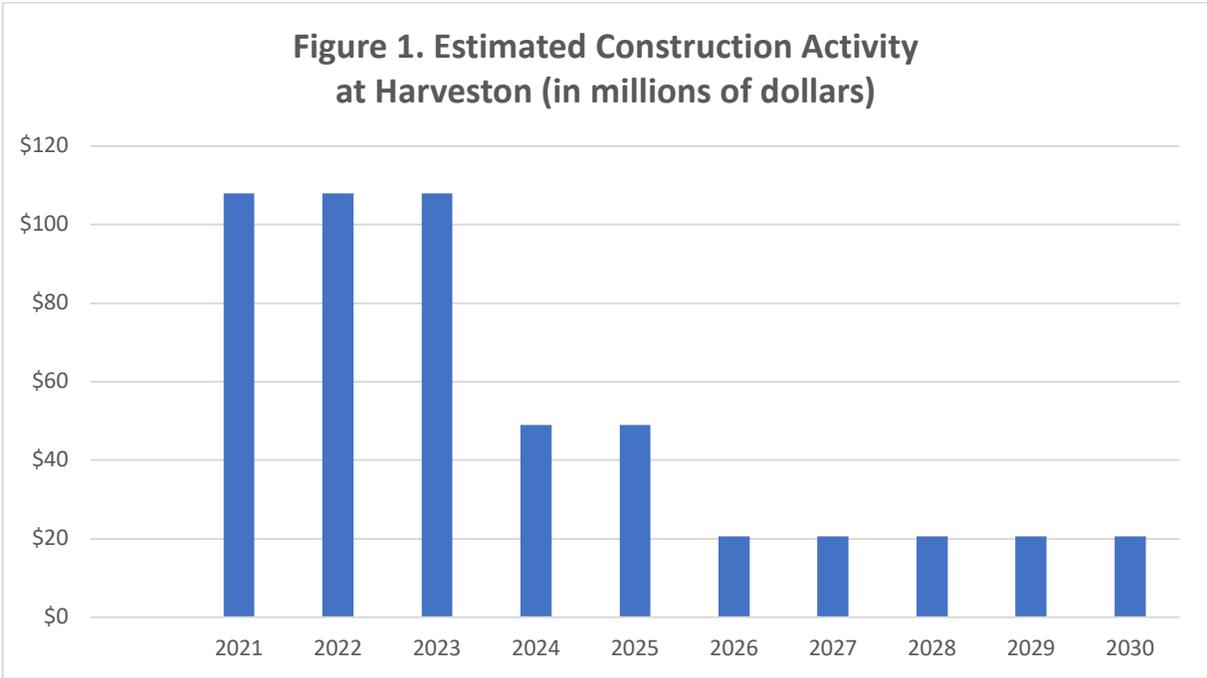
tax rate remains at 4.45% as it is currently enacted from state fiscal 2019 through state fiscal 2025.

(6) retail sales are expected to reach 33% of estimated total retail sales by 2024; 50% by 2026; 67% by 2028; 88% by 2030; and 100% by 2031 with all sales estimates being in 2020 dollars.

(7) The construction activity will be net new investment in the state and the Baton Rouge area.

(8) We cannot estimate precisely the amount of retail sales that will be net new activity in the state as opposed to possibly pulling some retail activity from other parts of the parish or nearby parishes. The Harveston development will be an asset to the state in terms of making a case for encouraging other industries to view Louisiana as an appropriate and competitive place to expand or start up a business. This development is in line with the state’s efforts to diversify its industrial base with emphasis on information industries, technology focus, and healthcare research centers.

**Economic Impact of Construction Activity:** Estimated Construction Activity of \$524.72 million over a ten-year period as shown in Figure 1 leads to additional employment in the Baton Rouge area of 1,000 jobs with personal earnings of around \$54.5 million per year the first three years; about 475 jobs with earnings of \$25 million the next two years; and about 200 jobs with earnings of just over \$10 million per year the last five years of the construction work. This generates about \$12 million of state taxes over the three-year period of the construction project and an estimated \$19.33 million over the ten-year construction project. The construction and the economic impacts will be net new activities within the state.



**Cost of TIF to the State if the State Extends TIF for 40 years:** The State is being asked to assign 2% of the state's current 4.45% sales tax rate (or 45% of the sales tax collections in the District) on retail sales to the Harveston Economic Development District to support payment for the development of the infrastructure. The present value with a 1.5% discount rate over a forty-year time period that the state will dedicate for the developmental activity at Harveston is an estimated \$68.0 million.

**Benefits of the investment activity at Harveston:** The investment in the infrastructure is estimated to be \$176.975 million (including interest expense over a ten-year period). Because of the infrastructure investment of \$176.975 million and the Harveston commercial development project of \$347.744 million, the State will gain the economic activity from the construction activity over the ten years as indicated above in the Economic Impact of the Construction Activity and the additional net new sales. The 2020 value of the earnings associated with the construction projects is estimated to be \$251 million and the 2020 value of state and local taxes during the construction phase is estimated to be around \$35 million with state tax collections being about \$20 million.

**Benefits of the Ongoing Retail Activity at Harveston:** The ongoing commercial activities generate permanent employment approaching 1,350 jobs with earnings of close to \$70 million annually without accounting for any inflation or productivity gains. The present value of the state tax collections related to the economic activities associated with the operations of the retail activities amounts to just over \$128 million. The present value of state sales taxes related to the sales at the retail stores amounts to \$151 million over 40 years. The 2% TIF for the Harveston Economic Development District will amount to a present value of about \$68 million over this same 40-year period. The State's sales tax collections over this 40-years will amount to a present value of just over \$83 million if the TIF is granted. This \$83 million is in addition to the revenues related to the construction activities and the related economic impact as well as the economic impact of the economic activity of the retail operations over the 40 years with its employment, purchases from various businesses, and other such activities.

**What the State is Giving up and what the State is Gaining:** The state is providing the present value of about \$68 million over 40 years in the form of a TIF to support the development of Harveston. The state will gain the present value of almost \$235 million in tax collections (sales tax and other taxes paid by individuals and businesses) over these 40 years from the economic impact of the construction projects associated with almost \$525 million in construction spending, the ongoing operation of the retail activities of just over \$137 million annually, and the state's share of the state sales tax collections with this being 2.45% over these 40 years. The state will gain a present value of almost \$235 million in state tax collections over these 40

years and the state will provide the economic development district about \$68 million through the TIF. This amounts to a 3.46 ratio of revenues to be gained by the state for every dollar provided to the economic development district.

Finally, it is necessary and understandable for the State to ask if this economic development project would occur without the TIF. We would anticipate that the Harveston development would occur but with a scaled-down approach. This becomes a financial decision that the developer has to address very carefully. The TIF provides the ability to develop the public amenities such as a school, an early learning center, health and entertainment venues, a sheriff's substation, and the open space. These amenities will have to be adjusted if the TIF is not available. These public amenities add to the "quality of life" environment that can be used as an attraction for new business enterprises.

The Harveston development is being constructed near the Gardere Lane area, a designated low-income area and an area that has been designated by the state and accepted by the U.S. Department of Treasury as an Opportunity Zone. We can expect spillovers in the Gardere Lane area including healthcare opportunities, shopping options, and increased security and fire protection.

The TIF permits the additional amenities, many of which are public activities, that will make the Harveston development an example of the quality of life available in Baton Rouge.

**Costs and Benefits to State if State Provides 2% TIF with maximum amount of \$25 million and/or no longer than 25 years:** The state has proposed a 2% TIF but with the limits of \$25 million over no more than 25 years. In this case, the state is providing the present value of about \$19.67 million over a period of time not to exceed 25 years in the form of a TIF to support the development of Harveston. The state will gain the present value of almost \$283 million in tax collections (sales tax and other taxes paid by individuals and businesses) over these 40 years from the economic impact of the construction projects associated with almost \$525 million in construction spending, the ongoing operation of the retail activities of just over \$137 million annually, and the state's share of the state sales tax collections with this being 2.45% with the TIF to be completed either when \$25 million has been reached or 25 years have been reached. The state will gain a present value of almost \$283 million in state tax collections over these 40 years and the state will provide the economic development district about \$25 million in nominal dollars through the TIF over a limited number of years. This amounts to a 14.15 ratio of revenues to be gained by the state for every dollar provided to the economic development district.

COOPERATIVE ENDEAVOR AGREEMENT

by and among

HARVESTON ECONOMIC DEVELOPMENT DISTRICT  
(the "District")

and

SLP DEVELOPMENT LLC  
(the "Developer")

and

THE STATE OF LOUISIANA,  
through the Louisiana Department of Revenue

Dated as of \_\_\_\_\_, 2021

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## COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the “*Agreement*”), dated as of \_\_\_\_\_, 2021 but effective upon execution by all parties hereto, is made by and among the HARVESTON ECONOMIC DEVELOPMENT DISTRICT (The “*District*”), SLP DEVELOPMENT LLC (the “*Developer*”), and the STATE OF LOUISIANA, acting by and through the Louisiana Department of Revenue (“*LDR*”).

### WITNESSETH:

WHEREAS, the District is an economic development district (EDD) duly created under and pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 to 9038.42, inclusive) (the “*Economic Development Act*”) and Ordinance No. 17212 adopted on December 11, 2019, by the Metro Council of the City/Parish of East Baton Rouge, as the same may be amended from time to time, and other constitutional and statutory authority;

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (the “*Constitution*”), provides that for a public purpose, the State may engage in cooperative endeavors with political subdivisions, private associations, corporations, or individuals;

WHEREAS, pursuant to the Economic Development Act, a sales tax increment consists of that portion of sales tax revenues for any or all tax recipient entities collected each year on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services, all as defined in La. R.S. 47:301 *et seq.*, or any other appropriate provision of law, as amended, from taxpayers located within an economic development district, which exceeds the sales tax revenues that were collected for such taxing authority in the year immediately prior to the year in which such area was designated as an economic development district;

WHEREAS, the District encompasses the land located in the Parish within the boundaries set forth in Exhibit A hereto;

WHEREAS, pursuant to the Act, the District and the Developer have requested that LDR enter into this Agreement on behalf of the State to authorize the use by the District of forty-five percent (45.0%) of the sales tax increment collected by LDR for the State within the boundaries of the District to finance the cost of additions, acquisitions, construction, repairs and/or expansions needed to maintain works of public improvement within the boundaries of the District (the “*Project*”);

WHEREAS, the construction of the Project is expected to result in significant economic benefits to the City/Parish, the District, and the State, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits, as well as further intangible benefits to the City/Parish, the District, the surrounding areas, and the State (collectively, the “*Economic Benefits*”);

WHEREAS, pursuant to this Agreement the State has pledged and dedicated and will irrevocably pledge and dedicate an amount of Annual Pledged State Increment (as hereinafter defined) to pay the costs of the Project, including the debt service on Bonds (as hereinafter defined) and other debt obligations issued or incurred to finance the Project; and

WHEREAS, the District, the Developer, and the City/Parish have entered into a separate cooperative endeavor agreement (the “*Local Cooperative Endeavor Agreement*”) pursuant to which the

City/Parish has agreed to use incremental increases in its undedicated taxes collected within the boundaries of the District (the “*City/Parish Tax Revenues*”) to support economic development within the District.

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

## ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

“*Act*” shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended and Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

“*Agreement*” shall mean this Cooperative Endeavor Agreement, dated as of \_\_\_\_\_, 2021 by and among the State through LDR, the District, and the Developer, and any amendments or modifications hereto.

“*Annual Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Annual State Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term, provided that such amount shall not exceed twenty-five million dollars (\$25,000,000.00) in the aggregate.

“*Annual State Base*” shall mean Zero Dollars (\$0).

“*Annual State Increment*” shall mean the amount by which the Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base.

“*Base Year*” shall mean the Fiscal Year for the State ending June 30, 2020.

“*Bonds*” shall mean the revenue bonds, if any, issued by the City/Parish or the District to finance all or a portion of the Project.

“*Business Day*” shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State of Louisiana.

“*City/Parish*” shall mean the City of Baton Rouge and Parish of East Baton Rouge, State of Louisiana.

“*City/Parish Tax Revenues*” means the incremental increases in the undedicated taxes of the City/Parish collected within the boundaries of the District and dedicated to support economic development within the District.

“*Commencement Date*” shall mean **the first day of the first Month in which the Monthly State Collection is greater than Zero Dollars (\$0).**

“*Constitution*” means Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended.

“*Depository Bank*” shall mean the bank into which LDR deposits Sales and Use Tax receipts of the State.

“*District*” shall mean that certain economic development district created by the City/Parish pursuant to Ordinance No. 17212 on December 11, 2019, as the same may be amended from time to time, within the boundaries of the area set forth in Exhibit A hereto, known as the Harveston Economic Development District.

“*Economic Benefits*” shall mean the impact on the economy of the City/Parish, the District, and the State as a result of the Project proposed pursuant to this Agreement and resulting from the ongoing fulfillment of the contract obligations hereunder, including the improvement of certain public works and other infrastructure improvements, the creation of construction jobs and other new non-construction jobs, increases to the tax base for *ad valorem* taxation, significant increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, and the attraction of additional businesses, as well as other ancillary financial and economic development benefits.

“*Economic Development Act*” shall mean Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

“*Fiscal Year*” shall mean the twelve-month period beginning on July 1 and ending June 30 of each year.

“*LDR*” shall mean the Louisiana Department of Revenue, the State Sales and Use Tax collection agent of the State.

“*Local Cooperative Endeavor Agreement*” shall mean that certain cooperative endeavor agreement by and among the City/Parish, the District, and the Developer by which the City/Parish and the District have pledged the City/Parish Tax Revenues to contribute to the funding of the Project to induce economic development within the boundaries of the District.

“*Month*” shall mean a calendar month.

“*Monthly Pledged State Increment*” shall mean a sum equal to forty-five percent (45.0%) of the Monthly State Increment collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term.

“*Monthly State Base*” shall mean one-twelfth of the Annual State Base.

“*Monthly State Collection*” shall mean the total Sales and Use Tax collected by the State within the geographic area comprising the District attributable to any Month during the Term.

“*Monthly State Increment*” shall mean the amount by which the Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base.

“*Parish*” shall mean the Parish of East Baton Rouge Parish, State of Louisiana.

“*Project*” shall mean the construction of a pedestrian-friendly, mixed-use development and related infrastructure in one or more phases. It is anticipated that the Project will be constructed in multiple phases, including but not limited to drainage, sewer, streets, utilities, buildings and other costs, from time to time.

“*State*” shall mean, for the purposes of this Agreement, the State of Louisiana, acting through LDR.

“*Sales and Use Tax*” shall mean collectively, the net sales and use tax collected by the State as a result of the sales and use tax levied under R.S. 47:302 at a rate of 2%, R.S. 47:321 at a rate of 1%, and R.S. 47:331 at a rate of .97%, or net sales and use taxes levied and collected by the City/Parish on the sale at retail, the use, the lease or rental, the consumption and storage for use and consumption of tangible personal property and on sales and services, all defined in R.S. 301, et seq., as amended, along with any other appropriate provision of law. Sales and use tax shall not mean or include the .03% sales tax levied under R.S. 51:1286 by the Louisiana Tourism Promotion District, any dedicated hotel motel sales tax, the 1% tax levy imposed by the Louisiana Recovery District, rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development (LED), or any additional sales and use tax collected as discussed in R.S. 47:302(Z); 321(N); 331(U) and 321.1(H).

“*Tax Collector*” shall mean LDR.

“*Term*” shall mean the term of this Agreement as set forth in Article 5 hereto.

“*Treasurer’s Office*” shall mean the Louisiana Department of the Treasury.

“*Trust Fund*” shall mean that certain fund which shall be established by the District, as the same may be amended from time to time, for the purposes of receipt of the Monthly Pledged State Increment and paying costs in connection with economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36.

“*Year*” shall mean any consecutive twelve (12) month period.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

Section 1.3 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.
- (c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.
- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereinbelow,” “hereunder,” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement

ARTICLE 2  
STATE’S REPRESENTATIONS AND OBLIGATIONS

Section 2.1 Authority of State. The State, through LDR, is granted the authority, pursuant to the Act, the approval of the Joint Legislative Committee on the Budget and approval of the Louisiana State Bond Commission, and other constitutional and statutory authority, to enter into this Agreement and makes the following representations and undertakes the following obligations.

Section 2.2 Scope of Authorized Agreement. As provided by the Act, the State may enter into cooperative endeavor agreements with local government subdivisions that may provide for the use of Sales and Use Tax receipts of the State for economic development projects, such as the Project, upon approval of the Joint Legislative Committee on the Budget, which approval was granted on \_\_\_\_\_, 2021, and upon approval of the Louisiana State Bond Commission, which approval was granted on \_\_\_\_\_, 2021, and to dedicate the Annual Pledged State Increment to the payment of debt service on the Bonds.

Section 2.3 Collections. The State hereby represents that current law and the current internal collection processes and systems of LDR are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Annual Pledged State Increment on a quarterly basis, provided that such systems may be changed by LDR as they pertain to their respective collection processes relative to this Agreement, after providing notice to the District of such change. Not later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter, LDR shall direct the State Treasurer's Office to transfer to the Trust Fund, using wiring instructions provided by the District, the aggregate Monthly Pledged State Increment for the prior quarter.

Section 2.4 Ownership of Monthly Pledged State Increment; Rebate to State. The State hereby represents and agrees that: (i) the Monthly Pledged State Increment, by virtue of the Act and the approval of the Joint Legislative Committee on the Budget, does not constitute State funds and requires no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the Trust Fund on behalf of the District; and (ii) pending classification as Monthly Pledged State Increment, such funds, although collected by the State, are not part of the State treasury but are held in trust pending classification as Monthly Pledged State Increment and disbursement to the District.

Section 2.5 Public Purpose. The State hereby represents that there is a reasonable expectation that the Project will serve a public purpose and result in economic development within the State that will exceed the value of the obligations of the State, as described herein.

Section 2.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the State, before any Louisiana court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the State or that might adversely affect the ability of the State to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

### ARTICLE 3

#### DISTRICT'S AND DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS

Section 3.1 Scope of Project. The Project is within the scope of the Act and the District and the Developer will use the Annual Pledged State Increment solely to pay for the costs of the Project, including the debt service on the Bonds and other debt obligations, in order to induce economic development within the boundaries of the District.

Section 3.2 Public Hearing. The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held in accordance with the Act.

Section 3.3 District and Developer Authority. The District and the Developer have all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the District or the Developer a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the District or the Developer are a party

or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

Section 3.4 Public Purpose. The District and the Developer anticipate that the Project will result in the creation of jobs, stimulate economic development, and increase the tax base for sales and use tax receipts and *ad valorem* taxation within the geographic area comprising the District, serving an integral public purpose. Furthermore, the District and the Developer commit to using commercially reasonable efforts to provide for or cause the provision of the following public benefit components:

- (a) No less than 15% of the seats in any planned early childhood learning center and elementary and secondary schools within the District will be reserved for low- and moderate-income (LMI) children.
- (b) An affordable housing component to be located within the District.
- (c) Roads, recreational areas, and other open spaces within the District paid for with the Annual Pledged State Increment will be open and accessible to the general public.

Section 3.5 Validity of District and Developer Obligation. The District and the Developer have taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of their respective obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the District and the Developer.

Section 3.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the District or the Developer, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the District and the Developer or that might adversely affect the ability of the District and the Developer to comply with their obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.7 Use of Local Resources. In connection with the Project, the District and the Developer hereby agree to use their commercially reasonable efforts to purchase materials and equipment from businesses and individuals located in the Parish, and to employ residents of the Parish, for construction jobs and permanent jobs.

#### ARTICLE 4 COLLECTION AND TRANSFER

Section 4.1 Department. The State hereby agrees to act as agent of the District commencing the Commencement Date, for the sole purpose of collecting the Monthly Pledged State Increment. The District shall provide the State with the name, address and transfer information relative to the Trust Fund. Such agency shall continue from the Commencement Date until the last day of the Term of this Agreement (or until the State's contribution has reached twenty five million dollars (\$25,000,000.00) in the aggregate), or as otherwise provided by amendment or addendum to this Agreement. The State hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged State Increment.

Section 4.2 Transfer of Funds. It is understood that the Monthly Pledged State Increment collected by LDR is the property of the District and thus the payment thereof to the District does not require legislative appropriation by the State Legislature. However, as a means of facilitating the collection of the Monthly Pledged State Increment, it shall be the continuing duty of LDR during the Term to send data to

the Treasurer's Office and request deposit by the Treasurer's Office of the Monthly Pledged State Increment on a quarterly basis with the Depository Bank. LDR shall classify and reconcile Sales and Use Tax receipts from within the geographic area comprising the District as promptly as practicable, and shall inform the Treasurer's Office and the District, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged State Increment. LDR shall work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to the District for deposit to the Trust Fund, as defined herein, and the date for such transfer, which shall be no later than the twentieth (20<sup>th</sup>) day of the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged State Increment. Each quarter LDR will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate Monthly Pledged State Increment to the District.

Section 4.3 Calculations. (a) LDR, the District and the Developer hereby agree that the Monthly Pledged State Increment shall be calculated at least quarterly for each Month during the term of this Agreement. Such calculations shall be made by LDR and the calculation shall be provided to the District and the Developer. A re-calculation of the Monthly Pledged State Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of the District or the Developer. Collections of Sales and Use Tax by LDR from within the geographic area comprising the District shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment, regardless of which such Sales and Use Taxes are deemed due and owing; provided that collections of Sales and Use Taxes paid under protest shall be set aside in accordance with LDR's normal procedures and shall not be included in the Monthly Pledged State Increment unless and until a final judicial determination is made by a court of competent jurisdiction that such State Sales and Use Taxes have been legally collected.

(b) If it is determined that for any period of time fewer monies have been transferred to the District than were due, or more funds have been transferred than were due, for whatever reason, LDR shall direct an adjustment in the Monthly Pledged State Increment paid to the District in order that the shortfall or overcollection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment provided that LDR shall not be obligated to use any funds for adjustments other than from Sales and Use Tax collected from within the Districts.

Section 4.4 Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment shall be pledged effective the Commencement Date. LDR shall direct the Treasurer's Office and the Depository Bank to pay all Monthly Pledged State Increment collected on and after the Commencement Date to the District for deposit to the Trust Fund as provided herein.

Section 4.5 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, LDR is hereby authorized and directed and agrees to continue the collection processes currently utilized and is directed and agrees to audit, assess or take other action necessary to assure the enforcement and collection of Sales and Use Tax in the geographic area comprising the District in the same manner as Sales and Use Taxes are currently being collected or authorized to be collected as of the Commencement Date.

Section 4.6 LDR Collection Fees. LDR is hereby authorized and directed to withhold from the Sales and Use Tax collected by LDR each Month within the geographical boundaries of the District, as compensation for the performance of LDR's obligations hereunder, an amount equal to one percent (1%) of such Sales and Use Tax collected, not to exceed in the aggregate of ten thousand dollars (\$10,000) within any Fiscal Year (the "*LDR Collection Commission*"). At such point in the Fiscal Year that the LDR Collection Commission reaches an aggregate total of ten thousand dollars collected for previous Months, LDR shall not withhold any further LDR Collection Commission for that Fiscal Year.

Section 4.7 Rescission or Amendment. In no event shall any rescission or amendment to this

Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.8 Accounting. Not later than March 1 of each Year LDR shall provide a written accounting to the District of all Annual Pledged State Increment collected on behalf of the State and the District in the previous Year. In addition, LDR shall provide current collection information to the District upon request thereby. It is not the intention of this Agreement to violate La. R.S. 47:1508 or R.S. 47:1508.1, and the parties hereto shall comply with such provisions.

Section 4.9 Indemnification. The District and the Developer agree to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall be paid by the District to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

## ARTICLE 5 TERM

Section 5.1 Term of this Agreement. This Agreement shall be effective upon execution by all parties hereto and shall terminate no later than twenty-five (25) years following the Commencement Date.

## ARTICLE 6 DEFAULT

Section 6.1 Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder; and

if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 6.2 Remedies. Upon a default under Section 6.1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

ARTICLE 7  
MISCELLANEOUS

Section 7.1 Accuracy of Base Collections. LDR hereby covenants and represents that State Sales and Use Taxes in the amount of Zero Dollars (\$0) were collected in the geographic area comprising the District in the Base Year.

Section 7.2 Audit. The Legislative Auditor of the State may audit any and all books and records of the District related to this Agreement and the District shall make such books and records available for such purpose upon reasonable notice during reasonable business hours.

Section 7.3 Reporting. The District shall submit annual progress reports on the Project and its public benefit commitments contained in Section 3.4 herein to the Department, Louisiana Department of Economic Development, Joint Legislative Committee on the Budget, and State Bond Commission, not later than September 30<sup>th</sup> of each year during the term of the agreement and until all TIF proceeds have been expended.

Section 7.4 Entire Agreement. This Agreement and the appendices hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Section 7.5 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO HARVESTON ECONOMIC DEVELOPMENT DISTRICT:

Harveston Economic Development District  
222 St. Louis Street, 3<sup>rd</sup> Floor  
Baton Rouge, Louisiana 70802  
Attention: Chairman

TO SLP DEVELOPMENT LLC:

SLP Development LLC  
c/o Harveston Economic Development District  
4171 Essen Lane, Suite 450  
Baton Rouge, Louisiana 70809  
Attention: Milford Wampold III, Manager

TO LDR:

Department of Revenue  
P.O. Box 44098  
Baton Rouge, Louisiana 70804  
Attention: Director, Policy Services Division

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid

transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party.

Section 7.6 Further Assurances. From time to time hereafter, the parties hereto shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 7.7 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified, except in writing and executed by the parties hereto.

Section 7.8 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

Section 7.9 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.10 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, official, trustee, officer, agent or employee of the District or the State in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.11 Rights and Remedies. All rights and remedies of the parties under this Agreement shall be exclusive and limited to those remedies set forth in Article 4 hereof. In the event of a dispute hereunder, the party hereto who shall prevail in such dispute resolution shall be entitled to restitution for all reasonable fees and expenses, including legal fees, incurred in such dispute resolution from the other adversarial party or parties.

Section 7.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 7.13 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 7.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana.

HARVESTON ECONOMIC DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
CHAIRMAN

SLP DEVELOPMENT LLC

By: \_\_\_\_\_  
Milford Wampold, III  
Manager

LOUISIANA DEPARTMENT OF REVENUE

By: \_\_\_\_\_  
Kimberly Lewis Robinson  
Secretary, Louisiana Department of Revenue  
State of Louisiana

## EXHIBIT A

### **BOUNDARY DESCRIPTION OF THE DISTRICT**

The District consists of:

(A) A certain tract or parcel of land, being designated as Tract A – East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A – West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the said fence North 21 degrees 38 minutes 52 seconds West for a distance of 675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence;

thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as an existing tract on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract V, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 22°25'02" West a distance of 1644.70 feet to a Point; thence continue North 68°27'46" East a distance of 1975.68 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to a Point; thence continue South 84°28'02" West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" East a distance of 3391.97 feet to a Point; thence continue North 21°21'26" West a distance of 3137.20 feet to a Point; thence continue South 68°27'46" West a distance of 3263.44 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract X, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the

easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 84°28'02" East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of 42°31'55", said curve having a radius of 1809.29 feet a chord direction of North 63°12'05" East and a chord length of 1312.45 feet; thence continue South 85°03'19" West a distance of 830.77 feet to a Point; thence continue North 22°02'46" West a distance of 737.83 feet to a Point; thence continue North 21°05'55" West a distance of 725.10 feet to a Point; thence continue North 21°22'07" West a distance of 459.06 feet to a Point; thence continue South 68°26'04" West a distance of 12.79 feet to a Point; thence continue North 20°47'04" West a distance of 972.92 feet to a Point; thence continue South 68°27'33" West a distance of 20.33 feet to a Point; thence continue North 21°21'26" West a distance of 52.76 feet to a Point; thence continue South 68°27'46" West a distance of 1066.51 feet to a Point; thence continue South 21°21'26" East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" West a distance of 5554.33 feet to a Point; thence continue North 22°25'02" West a distance of 311.95 feet to a Point; thence continue North 32°31'16" East a distance of 68.79 feet to a Point; thence continue North 84°28'02" East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of 7°41'08" said curve having a radius of 1934.29 feet a chord direction of North 80°37'28" East and a chord length of 259.27 feet; thence continue South 66°53'53" East a distance of 45.20 feet to a Point; thence continue South 21°28'56" East a distance of 370.29 feet to a Point; thence continue South 85°04'22" West a distance of 723.72 feet to the Point of Beginning.

EXHIBIT B

**DISTRICT BASE YEAR TAX COLLECTIONS**

<b>EDD/TIF DISTRICT</b>	<b>HARVESTON ECONOMIC DEVELOPMENT DISTRICT</b>
State Annual Base (Gross Tax Reported less V.C.)	\$0
State Monthly Base (Annual State Base divided by 12)	\$0

EXHIBIT C

**CITY/PARISH ORDINANCE CREATING THE DISTRICT**

**ATTACHED ON NEXT PAGE**

**ADOPTED  
METROPOLITAN COUNCIL**

DEC 11 2019



COUNCIL ADMINISTRATOR TREASURER

19-01286

The following Ordinance was previously introduced in written form at a regular meeting of the Metropolitan Council on November 26, 2019, a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District was published twice in the Parish's official journal, and the Ordinance was offered by Councilman Chandler Loupe and seconded by Councilman LaMont Cole.

The Ordinance was thereupon signed by the President Pro Tempore, attested by the Council Administrator and declared to be adopted. The Ordinance provides as follows:

ORDINANCE 17212

AN ORDINANCE CREATING THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT AND DEFINING THE BOUNDARIES THEREOF FROM WHICH AREA PARISH SALES TAX INCREMENTS WILL BE DETERMINED AND USED TO FUND A PORTION OF THE COSTS OF AN ECONOMIC DEVELOPMENT PROJECT AS DESCRIBED HEREIN, ALL IN ACCORDANCE WITH AND AUTHORIZED BY CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; DESIGNATING THE GOVERNING AUTHORITY OF THE DISTRICT; PLEDGING AND DEDICATING TWO PERCENT OF INCREMENTAL SALES TAX COLLECTED BY THE PARISH WITHIN THE BOUNDARIES OF THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT TO BE USED TO FINANCE SAID ECONOMIC DEVELOPMENT PROJECT COSTS; REQUIRING THE INITIAL ANNUAL BASELINE SALES TAX AND MONTHLY COLLECTION RATES IN THE HARVESTON ECONOMIC DEVELOPMENT DISTRICT TO BE CERTIFIED BY THE PARISH'S FINANCE DIRECTOR; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the governing authority of any parish in the State of Louisiana may create an economic development district composed of territory wholly within a parish pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, inclusive (the "*EDD Act*"); and

WHEREAS, the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge (the "*Metropolitan Council*"), acting as governing authority of the Parish of East Baton Rouge, State of Louisiana (the "*Parish*") has been requested to create an economic development district whose boundaries begin at the intersection of Section 50, 51 and 52, being the northeastern corner of Section

52; and

WHEREAS, the Metropolitan Council introduced this Ordinance in written form on November 26, 2019 and a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District was published twice in *The Advocate*, a newspaper of general circulation within the Parish, and is the official journal of the Parish; and

WHEREAS, it is the desire of the Metropolitan Council to create the Harveston Economic Development District (the "*District*"), all in accordance with and pursuant to the provisions of the EDD Act; and

WHEREAS, the Metropolitan Council shall serve as the governing authority of the District pursuant to Section 33:9038.32 of the EDD Act; and

WHEREAS, it is the desire of the Metropolitan Council to pledge and dedicate the incremental revenues generated by the Parish's two percent (2%) sales and use tax now being levied and collected by the Parish pursuant to La. R.S. 47:337.5.1 (the "*Parish Tax*") within the boundaries of the Harveston Economic Development District to finance said economic development project costs; and

WHEREAS, it is the desire of the Metropolitan Council to require the baseline sales tax collection rate in the Harveston Economic Development District to be certified by the Parish's Finance Director as required under Section 33:9038.34 of the EDD Act;

NOW, THEREFORE, BE IT ORDAINED by the Metropolitan Council of the Parish of East Baton Rouge and the City of Baton Rouge that:

Section 1. The Metropolitan Council introduced this

Ordinance in written form on November 26, 2019 and a Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District a was published twice in *The Advocate*, a newspaper of general circulation within the Parish, and is the official journal of the Parish, whereas such notice was substantially in the form of the Notice Describing the Boundaries and Baseline Incremental Sales Tax Revenues of the Proposed Harveston Economic Development District annexed hereto as EXHIBIT A and incorporated herein by reference, to the same extent as if it were set forth in full.

Section 2. Pursuant to the provisions of the EDD Act, the Metropolitan Council hereby creates the "**Harveston Economic Development District**" comprised of the following territory located wholly within the Parish:

A certain tract or parcel of land, being designated as Tract A - East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A - West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described

as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the said fence North 21 degrees 38 minutes 52 seconds West for a distance of 675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence; thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish,

Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North  $22^{\circ}25'02''$  West a distance of 1644.70 feet to a Point; thence continue North  $68^{\circ}27'46''$  East a distance of 1975.68 feet to a Point; thence continue South  $21^{\circ}21'26''$  East a distance of 2201.98 feet to a Point; thence continue South  $84^{\circ}28'02''$  West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South  $84^{\circ}28'02''$  East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South  $84^{\circ}28'02''$  East a distance of 3391.97 feet to a Point; thence continue North  $21^{\circ}21'26''$  West a distance of 3137.20 feet to a Point; thence continue South  $68^{\circ}27'46''$  West a distance of 3263.44 feet to a Point; thence continue South  $21^{\circ}21'26''$  East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South  $84^{\circ}28'02''$  East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North  $84^{\circ}28'02''$  East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of  $42^{\circ}31'55''$ , said curve having a radius of 1809.29 feet a chord direction of North  $63^{\circ}12'05''$  East and a chord length of 1312.45 feet; thence continue South  $85^{\circ}03'19''$  West a distance of 830.77 feet to a Point; thence continue North  $22^{\circ}02'46''$  West a distance of 737.83 feet to a Point; thence continue North  $21^{\circ}05'55''$  West a distance of 725.10 feet to a Point; thence continue North

21°22'07" West a distance of 459.06 feet to a Point; thence continue South 68°26'04" West a distance of 12.79 feet to a Point; thence continue North 20°47'04" West a distance of 972.92 feet to a Point; thence continue South 68°27'33" West a distance of 20.33 feet to a Point; thence continue North 21°21'26" West a distance of 52.76 feet to a Point; thence continue South 68°27'46" West a distance of 1066.51 feet to a Point; thence continue South 21°21'26" East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" West a distance of 5554.33 feet to a Point; thence continue North 22°25'02" West a distance of 311.95 feet to a Point; thence continue North 32°31'16" East a distance of 68.79 feet to a Point; thence continue North 84°28'02" East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of 7°41'08" said curve having a radius of 1934.29 feet a chord direction of North 80°37'28" East and a chord length of 259.27 feet; thence continue South 66°53'53" East a distance of 45.20 feet to a Point; thence continue South 21°28'56" East a distance of 370.29 feet to a Point; thence continue South 85°04'22" West a distance of 723.72 feet to the Point of Beginning.

Section 3. The District shall be known as the "*Harveston Economic Development District*," and, as such, shall enjoy all powers and privileges granted to economic development districts under the Louisiana Constitution of 1974, as amended (the "*Louisiana Constitution*"), particularly Article VI, Section 30 of the Louisiana Constitution, and the laws of the State of Louisiana, particularly the provisions of the EDD Act, and shall be a political and legal subdivision of the State of Louisiana within the meaning of the Louisiana Constitution.

Section 4. Pursuant to the provisions of the EDD Act, particularly Section 33:9038.32 thereof, the Metropolitan Council shall be the governing authority of the District and the Treasurer of the Parish shall be the Treasurer of the District.

Section 5. The Metropolitan Council hereby pledges and dedicates the incremental revenues generated by the Parish Tax

collected within the boundaries of the District to finance economic development project costs in the District, as such term is defined in Section 33:9038.36 of the EDD Act. Such dedication and pledge also constitutes a designation of the local sales taxes which are to be used in determining the sales tax increments and the initial annual baseline collection rate for the sales tax area, which shall be the amount of such designated sales taxes collected in the sales tax area in the fiscal year of the local governmental subdivision most recently completed prior to the establishment of the sales tax area, all as defined in Section 33:9038.34(C) of the EDD Act.

Section 6. The Metropolitan Council hereby directs the Parish's Finance Director to determine the initial baseline sales tax collection rate and the monthly baseline sales tax collection rate in the District as described by Section 33:9038.34 of the EDD Act. The Metropolitan Council further directs the Finance Director to cause such certification to be included EXHIBIT A annexed hereto. As provided by Section 33:9038.34 of the EDD Act, if the amounts of the initial annual baseline collection rate and the monthly baseline collection rate are not contested within thirty (30) days after the said publication, then such amounts shall be conclusively presumed to be valid, and no court shall have any jurisdiction to alter or invalidate the designation of the amount of either the initial annual baseline collection rate or the monthly baseline collection rate.

Section 7. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not

been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

Section 8. Upon adoption, this Ordinance shall be published in full in one (1) issue of *The Advocate* and shall be recorded in the mortgage records of the East Baton Rouge Parish Clerk of Court.

Section 9. That the Mayor-President and Council Administrator/Treasurer are hereby further authorized and directed, for and on behalf of the Parish and the District, empowered and directed to take any and all such action as may be necessary to carry into effect the provisions of this Ordinance.

Section 10. This Ordinance shall immediately take effect upon adoption.

[Remainder of this page intentionally left blank]

This Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: Councilwoman Denise Amoroso, Councilwoman Chauna Banks, Councilman LaMont Cole, Councilwoman Donna Collins-Lewis, Councilwoman Barbara Freiberg, Councilwoman Erika Green, Councilman Dwight Hudson, Councilman Chandler Loupe, Councilwoman Matt Watson, Councilwoman Tara Wicker

NAYS:

ABSTAIN:

ABSENT: Councilman Trae Welch, Councilman Scott Wilson

Done, Approved and adopted on this, the 11th day of December, 2019.

/s/ Ashley Beck  
Council Administrator

/s/ Scott Wilson  
President Pro Tempore

In accordance with Section 2.15 of Chapter 2 of the Plan Of Government, I certify this to be the original ordinance adopted by the Metropolitan Council at a Regular meeting on December 11, 2019  
Council Administrator.

APPROVED: [Signature]

DISAPPROVED:

Mayor - President

Mayor - President

Received from the Mayor - President on the 17th day of December, 2019

[Signature]  
Council Administrator.

EXHIBIT A

REQUISITION 11297106

OFFICIAL PUBLIC NOTICE  
OF THE  
METROPOLITAN COUNCIL  
OF THE  
PARISH OF EAST BATON ROUGE  
AND THE  
CITY OF BATON ROUGE

PUBLIC NOTICE

\* \* \*

NOTICE OF BOUNDARIES OF PROPOSED ECONOMIC DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN of the boundaries of a proposed economic development district which has been proposed to be created by an ordinance of the Metropolitan Council of the City of Baton Rouge, Parish of East Baton Rouge (the "Council") on December 11, 2019 at 4:00 pm in the Metropolitan council Chambers, located on the third floor of City Hall, 222 St. Louis Street, Baton Rouge, LA. At a regular meeting of the Council held on November 26, 2019, an ordinance proposing to create the Harveston Economic Development District (the "District"), defining the boundaries thereof and providing for other related matters was introduced for public hearing. The boundaries of the proposed District are comprised of the following described tracts of land: (A) A certain tract or parcel of land, being designated as Tract A – East of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described, as follows: Commencing at the intersection of Section 50, 51 and 52, being the northeastern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the eastern line of section 52 South 05 degrees 05 minutes 05 seconds West a distance of 1000.97 feet to a point and corner; thence, South 85 degrees 04 minutes 03 seconds West for a distance of 4782.99 feet to the eastern right of way line of Selene Parkway; thence, along a curve to the left on said right of way line, said curve having a radius of 2068.00 feet, an arc length of 627.89 feet, and whose long chord bears North 72 degrees 39 minutes 29 seconds West for a distance of 625.48 feet; thence, along the said right of way line North 81 degrees 21 minutes 24 seconds West for a distance of 717.78 feet to the beginning of a curve; said curve turning to the right on the said right of way line, having a radius of 707.00 feet, an arc length of 737.57 feet, and whose long chord bears North 51 degrees 28 minutes 12 seconds West for a distance of 704.58 feet; thence, along the said right of way line North 21 degrees 35 minutes 00 seconds West for a distance of 100.23 feet to the northern line of section 52; thence, along the said section line North 85 degrees 04 minutes 20 seconds East for a distance of 6773.75 feet to the Point of Beginning; (B) A certain tract or parcel of land, being designated as Tract A – West of Selene Parkway and formerly a portion of the Burtville Plantation located in Section 45 & 52, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, and being the northwestern corner of Section 52, and being the Point of Beginning; From the POINT OF BEGINNING; Thence, along the northern line of section 52 North 85 degrees 04 minutes 20 seconds East for a distance of 731.75 feet to the western right of way line of Selene Parkway; thence, along the said right of way line South 21 degrees 35 minutes 00 seconds East for a distance of 140.92 feet; thence, along a curve to the left on said right of way line, said curve having a radius of 843.00 feet, an arc length of 879.45 feet, and whose long chord bears South 51 degrees 28 minutes 12 seconds East for a distance of 840.11 feet; thence, along the said right of way line South 81 degrees 21 minutes 24 seconds East for a distance of 717.77 feet to the beginning of a curve; Said curve turning to the right on the said right of way line, having a radius of 1932.00 feet, an arc length of 331.17 feet, and whose long chord bears South 76 degrees 26 minutes 44 seconds East for a distance of 330.76 feet to a point and corner; thence, departing said right of way line South 85 degrees 04 minutes 03 seconds West for a distance of 333.09 feet to a point on a line; thence, South 84 degrees 48 minutes 09 seconds West for a distance of 2599.53 feet to a point on a line; thence, South 84 degrees 51 minutes 06 seconds West for a distance of 3709.09 feet to a point and corner along a 4' chain link fence; thence, along the

said fence North 21 degrees 38 minutes 52 seconds West for a distance of 675.40 feet to a point and corner; thence, South 83 degrees 28 minutes 54 seconds West for a distance of 497.31 feet to a point on a line; thence, South 67 degrees 57 minutes 54 seconds West for a distance of 489.01 feet to the eastern right of way line of Louisiana Highway 30 (Nicholson Drive); thence, along the said right of way line North 22 degrees 24 minutes 10 seconds West for a distance of 202.19 feet to a point and corner of fence; thence, North 68 degrees 04 minutes 54 seconds East for a distance of 489.33 feet; thence, North 05 degrees 20 minutes 06 seconds West for a distance of 135.25 feet to the northern line of section 52; thence, along the said section line North 84 degrees 28 minutes 19 seconds East for a distance of 5001.03 feet to the Point of Beginning; (C) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, thence, along the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) South 22 degrees 14 minutes 25 seconds East for a distance of 487.71 feet to the Point of Beginning; Thence, North 68 degrees 07 minutes 35 seconds East for a distance of 489.26 feet to a point; Thence, North 83 degrees 38 minutes 35 seconds East for a distance of 497.31 feet to a point; Thence, South 21 degrees 29 minutes 11 seconds East for a distance of 671.90 feet to a point; Thence, South 85 degrees 04 minutes 08 seconds West for a distance of 1004.21 feet to a point; thence North 22 degrees 14 minutes 25 seconds West for a distance of 512.30 feet to the Point of Beginning; (D) A certain tract or parcel of land, being designated as Tract B on a portion of the Burtville Plantation located in Section 45, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly line of Section 45, being the northwesterly corner of an existing tract for Gladys Gianelloni, being the Point of Beginning; Thence, North 84 degrees 38 minutes 00 seconds East for a distance of 552.81 feet to a point; Thence, South 5 degrees 10 minutes 25 seconds East for a distance of 135.25 feet to a point; Thence, South 68 degrees 14 minutes 35 seconds West for a distance of 489.33 feet to a point; Thence, North 22 degrees 14 minutes 25 seconds West for a distance of 285.62 feet to the Point of Beginning; (E) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard) being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 22°25'02" West a distance of 1644.70 feet to a Point; thence continue North 68°27'46" East a distance of 1975.68 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to a Point; thence continue South 84°28'02" West a distance of 2021.86 feet to the Point of Beginning; (F) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 2021.86 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" East a distance of 3391.97 feet to a Point; thence continue North 21°21'26" West a distance of 3137.20 feet to a Point; thence continue South 68°27'46" West a distance of 3263.44 feet to a Point; thence continue South 21°21'26" East a distance of 2201.98 feet to the Point of Beginning; (G) A certain tract or parcel of land, being designated as Tract W, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of the easterly right of way line of Louisiana Highway 30 (Nicholson Drive) and the northerly right of way line of Louisiana Highway 1248 (Bluebonnet Boulevard), thence South 84°28'02" East a distance of 5413.83 feet to a Point, being the Point of Beginning; From the POINT OF BEGINNING; thence continue North 84°28'02" East a distance of 609.05 feet to a Point; thence continue 1343.08 feet along a curve to the left through a central angle of 42°31'55", said curve having a radius of 1809.29 feet a chord direction of North 63°12'05" East and a chord length of 1312.45 feet; thence continue South 85°03'19" West a distance of 830.77 feet to a Point; thence continue North 22°02'46" West a distance of 737.83 feet to a Point; thence continue North 21°05'55" West a distance of 725.10 feet to a Point; thence continue North

21°22'07" West a distance of 459.06 feet to a Point; thence continue South 68°26'04" West a distance of 12.79 feet to a Point; thence continue North 20°47'04" West a distance of 972.92 feet to a Point; thence continue South 68°27'33" West a distance of 20.33 feet to a Point; thence continue North 21°21'26" West a distance of 52.76 feet to a Point; thence continue South 68°27'46" West a distance of 1066.51 feet to a Point; thence continue South 21°21'26" East a distance of 3137.20 feet to the Point of Beginning; and (H) A certain tract or parcel of land, being designated as Tract Y-1, being portion of the Longwood Plantation and Burtville Plantation Property located in Section 44 & 51, Township 8 South, Range 1 East, Greensburg Land District, East Baton Rouge Parish, Louisiana, being more particularly described as follows: Commencing at the intersection of Section 44, 45, 51 and 52, being the northeastern corner of Section 45, being the Point of Beginning; From the POINT OF BEGINNING; thence continue South 84°28'02" West a distance of 5554.33 feet to a Point; thence continue North 22°25'02" West a distance of 311.95 feet to a Point; thence continue North 32°31'16" East a distance of 68.79 feet to a Point; thence continue North 84°28'02" East a distance of 5926.11 feet to a Point; thence continue 259.46 feet along a curve to the left through a central angle of 7°41'08" said curve having a radius of 1934.29 feet a chord direction of North 80°37'28" East and a chord length of 259.27 feet; thence continue South 66°53'53" East a distance of 45.20 feet to a Point; thence continue South 21°28'56" East a distance of 370.29 feet to a Point; thence continue South 85°04'22" West a distance of 723.72 feet to the Point of Beginning.

**Harveston Economic Development District TIF Cost Estimate**

**FYE June 30, 2020**

State Annual Base (Gross Tax Reported less V.C.)	\$0.00
Monthly State Base (Annual State Base divided by 12)	\$0.00
Taxable Sales	\$0.00
<b>TIF State Estimated Available Increment (4.45%)</b>	\$0.00
<b>TIF State Estimated Pledged Increment (45% of 4.45%)</b>	\$0.00

State of Louisiana  
Department of Revenue

JOHN BEL EDWARDS  
Governor



KIMBERLY LEWIS ROBINSON  
Secretary

March 18, 2021

Secretary Don Pierson  
Louisiana Economic Development  
617 North Third Street  
Baton Rouge, Louisiana 70802

Re: Harveston Economic Development District of the City of Baton Rouge/  
Parish of East Baton Rouge

Dear Secretary Pierson:

I have reviewed your Department's letter regarding the proposed dedication of the incremental increases in two percent (2.0%) of the four and forty-five hundredths of one percent (4.45%) of State sales tax collected within the boundaries of the Harveston Economic Development District in the City of Baton Rouge/Parish of East Baton Rouge (the "District").

I concur with your evaluation of the economic benefit to the State as a result of any economic activity within the District. Please accept this letter as certification as to the correctness of your Department's evaluation of the anticipated increase in State sales tax revenues to be collected, as required by La. Rev. Stat. 33:9038(A)(6). The Louisiana Department of Revenue's sales tax analysis of the Harveston Economic Development District is enclosed for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly L. Robinson".

Kimberly L. Robinson  
Secretary

Enclosure

*Contributing to a better quality of life.*

617 North Third Street, Post Office Box 66258, Baton Rouge, Louisiana 70896

Telephone (225) 219-4059 • Fax (225) 219-2114

[www.revenue.louisiana.gov](http://www.revenue.louisiana.gov)

**COVID 19 FEDERAL FUNDING - Preamble Section 2B**

**NOTE: The items reported are only those federally funded that currently flow through the State Budget.**

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
01A_EXEC	01_107	DOA	Increases budget authority associated with the Governor's Emergency Education Relief Fund in response to the COVID-19 pandemic.	\$0	\$0	\$47,564,076	\$47,564,076
01A_EXEC	01_111	Homeland Security	Federal Funds budget authority in the Administrative Program from the coronavirus relief fund in the CARES Act and other federal funds related to the pandemic.	\$0	\$0	\$544,013,187	\$544,013,187
01A_EXEC	01_111	Homeland Security	Statutory Dedications in the Coronavirus Local Recovery Allocation Fund for payments to local governments for eligible expenses related to COVID-19 response efforts.	\$0	\$432,651,310	\$0	\$432,651,310
01A_EXEC	01_111	Homeland Security	Federal Funds budget authority in the Administrative Program to administer the Federal Emergency Rental Assistance Program (ERAP) grant funding from the U.S. Department of Treasury.	\$0	\$0	\$74,000,000	\$74,000,000
01A_EXEC	01_116	LA Defender Board	Provide funding from the Coronavirus Emergency Supplemental Funds (CESF) from the Louisiana Commission on Law Enforcement to purchase PPE supplies for the public defender district offices.	\$491,862	\$0	\$0	\$491,862
01A_EXEC	01_129	LCLE	Provides Federal Funds budget authority due to the CARES Act allocation to the U.S. Department of Justice, Bureau of Justice Assistance, to support criminal justice needs related to coronavirus.	\$0	\$0	\$5,000,000	\$5,000,000
01A_EXEC	01_133	Elderly Affairs	Increases federal authority associated with the congregate meals and delivered meals to the elderly population due to resources awarded within the CARES Act.	\$0	\$0	\$11,375,000	\$11,375,000
<b>01A_EXEC</b>			<b>Department Total:</b>	<b>\$491,862</b>	<b>\$432,651,310</b>	<b>\$681,952,263</b>	<b>\$1,115,095,435</b>
04A_SOS	04_139	Secretary of State	Increases Statutory Dedications in the Help Louisiana Vote Fund for Covid-19 related expenditures for the 2020 federal election cycle. The original source of funding is federal through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The funding is distributed by the U.S. Election Assistance Commission (EAC) to provide states with additional resources to protect the 2020 elections from the effects of Covid-19.	\$0	\$4,937,116	\$0	\$4,937,116
<b>04A_SOS</b>			<b>Department Total:</b>	<b>\$0</b>	<b>\$4,937,116</b>	<b>\$0</b>	<b>\$4,937,116</b>
04D_TREA	04_147	State Treasurer	Increase from the Louisiana Main Street Recovery Fund to the Administrative Program to carry out the provisions of Act 311 of the 2020 Regular Session of the Legislature. According to Act 311 the Treasurer will receive up to 5% from the fund to administer the Louisiana Main Street Recovery Program.	\$0	\$12,673,422	\$0	\$12,673,422
<b>04D_TREA</b>			<b>Department Total:</b>	<b>\$0</b>	<b>\$12,673,422</b>	<b>\$0</b>	<b>\$12,673,422</b>
06_CRT	06_267	Office of Tourism	Increase in Federal Funds made available through the CARES Act. The Office of Tourism applied for and received a \$360,000 grant from the U.S. Department of Commerce - Economic Development Administration to conduct a two-year strategic rebranding project. These funds will provide an opportunity to update and rebrand existing Louisiana Birding Trails. The Office of Tourism plans to spend \$50,000 of the grant in FY 21.	\$0	\$0	\$50,000	\$50,000
				\$0	\$0	\$50,000	\$50,000
07A_DOTD	07-276	Engineering and Operations	Increase in Federal Funds from the U.S. Department of Transportation's- Federal Transit Administration (FTA). DOTD was awarded CARES Act funding under the FTA Non-urbanized grant program for non-urbanized transit providers. The funding will be used to assist rural public transit providers and intercity bus providers with operating expenses to prevent, prepare, and respond to the COVID-19 pandemic.	\$0	\$0	\$14,979,370	\$14,979,370
<b>07A_DOTD</b>			<b>Department Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,979,370</b>	<b>\$14,979,370</b>
08A_CORR	08_400	Corrections-Admin	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$14,217,473	\$0	\$0	\$14,217,473
08A_CORR	08_402	La State Pen	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$60,569,432	\$0	\$0	\$60,569,432

**COVID 19 FEDERAL FUNDING - Preamble Section 2B**

**NOTE: The items reported are only those federally funded that currently flow through the State Budget.**

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
08A_CORR	08_405	Avoyelles Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$13,448,178	\$0	\$0	\$13,448,178
08A_CORR	08_406	La Corr Inst Women	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$9,757,397	\$0	\$0	\$9,757,397
08A_CORR	08_408	Allen Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$5,625,054	\$0	\$0	\$5,625,054
08A_CORR	08_409	Dixon Corr Inst	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$18,149,103	\$0	\$0	\$18,149,103
08A_CORR	08_413	Hunt Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$23,295,937	\$0	\$0	\$23,295,937
08A_CORR	08_414	Wade Corr Ctr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$11,556,216	\$0	\$0	\$11,556,216
08A_CORR	08_415	Adult Prob/Parole	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$32,031,959	\$0	\$0	\$32,031,959
08A_CORR	08_416	B.B. "Sixty" Corr	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal service expenditures and operations related to COVID-19.	\$11,460,140	\$0	\$0	\$11,460,140
<b>08A_CORR</b>			<b>Department Total:</b>	<b>\$200,110,889</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,110,889</b>
08C_YSER	08_403	Juvenile Justice	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for personal services expenditures related to COVID-19.	\$35,923,198	\$0	\$0	\$35,923,198
<b>08C_YSER</b>			<b>Department Total:</b>	<b>\$35,923,198</b>	<b>\$0</b>	<b>\$0</b>	<b>\$35,923,198</b>
09A_LDH	09_300	Jeff Par Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$3,702,872	\$0	\$0	\$3,702,872
09A_LDH	09_301	Flor Par Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$4,006,408	\$0	\$0	\$4,006,408
09A_LDH	09_302	Cap Area Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$5,333,461	\$0	\$0	\$5,333,461
09A_LDH	09_304	Metro Hum Serv	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$2,989,844	\$0	\$0	\$2,989,844
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through September 30, 2020). The corresponding state match was reduced in Act 1 of the 1st Extraordinary Session.	\$0	\$0	\$112,015,442	\$112,015,442
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through December 31, 2020) ( The corresponding state match was reduced in Act 45 - HB39).	\$0	\$0	\$77,278,698	\$77,278,698
09A_LDH	09_306	Med Vendor Pymnts	Enhanced FMAP rate due to the COVID-19 pandemic (through December 31, 2020) ( The corresponding state match was reduced in Act 45 - HB39).	\$0	\$0	\$50,000,000	\$50,000,000

**COVID 19 FEDERAL FUNDING - Preamble Section 2B**

**NOTE: The items reported are only those federally funded that currently flow through the State Budget.**

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
09A_LDH	09_307	Office of Sec	Hospital Preparedness Grant for Emergency Support Function 8 (ESF8) portal enhancements due to COVID 19.	\$0	\$0	\$573,918	\$573,918
09A_LDH	09_307	Office of Sec	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$5,647,690	\$0	\$0	\$5,647,690
09A_LDH	09_309	SCLHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$4,121,456	\$0	\$0	\$4,121,456
09A_LDH	09_310	NEDHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$2,483,302	\$0	\$0	\$2,483,302
09A_LDH	09_320	AgingandAdultServ.	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$2,512,949	\$0	\$0	\$2,512,949
09A_LDH	09_324	LA Emrg Rsp Ntwk	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$376,480	\$0	\$0	\$376,480
09A_LDH	09_325	Acadiana Area HSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$3,227,127	\$0	\$0	\$3,227,127
09A_LDH	09_326	Public Health	Increases Federal Funding to respond to Covid-19 using funds received from U.S. Centers for Disease Control and Prevention (Epidemiology and Laboratory Capacity Grant and Public Health Crisis Response Grant) and U.S. Department of Housing and Urban Development (Housing Opportunities for Persons with Aids Grant) through the CARES Act. Funds will address early crises response and surge management, financial assistance to rural hospitals to respond to Covid-19, prevention and control of Covid-19 in Healthcare settings and the protection of high risk individuals, and to support HIV infected individuals who may have been affected by Covid-19. CARES Act funding will be used to increase the development, procurement, administration, and analyzation of Covid-19 tests. Funds will be also used to support the public health workforce, epidemiological efforts, and scale up testing for entities already engaged in Covid-19 testing. Funds will be utilized for Covid-19 surveillance and contact tracing that increased testing will require.	\$0	\$0	\$173,692,119	\$173,692,119
09A_LDH	09_326	Public Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$18,602,754	\$0	\$0	\$18,602,754
09A_LDH	09_330	Office of Behavioral Health	Increase in Federal funds from U.S. Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA) grant for activities directly related to Louisiana's response to the Coronavirus (COVID-19) pandemic.	\$0	\$0	\$1,633,744	\$1,633,744
09A_LDH	09_330	Office of Behavioral Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to the Crisis Counseling Program (COVID-19 related).	\$1,188,132	\$0	\$0	\$1,188,132
09A_LDH	09_330	Office of Behavioral Health	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$60,252,863	\$0	\$0	\$60,252,863
09A_LDH	09_340	Citizens w/Dev Dis	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$2,594,635	\$0	\$0	\$2,594,635
09A_LDH	09_375	ICHSA	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$1,675,376	\$0	\$0	\$1,675,376
09A_LDH	09_376	CLHSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$1,975,593	\$0	\$0	\$1,975,593

**COVID 19 FEDERAL FUNDING - Preamble Section 2B**

**NOTE: The items reported are only those federally funded that currently flow through the State Budget.**

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
09A_LDH	09_377	NWLHSD	Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP). These funds will be used for expenditures related to COVID-19 response.	\$1,390,358	\$0	\$0	\$1,390,358
09A_LDH	09-306	Med Vendor Pymnts	<b>NOTE: There is increased Medicaid Managed Care activity due to increased enrollment resulting from the COVID-19 pandemic and due to restrictions related to enrollment qualifications and dis-enrollment criteria. There is also a projected increase in COVID-19 related expenditures in the Fee for Service activity from July 20, 2020 - March 31, 2021. The sum of these two items is resulting in a projected increase of approximately \$1.16 billion in federal funding. Of this amount, approximately \$693 million is already built into Act 1 of 1ES of 2020 for FY 21. The public health emergency was recently extended to June 30, 2021. The figure above does not include the increased federal funding that will be received in these three months. Thus, additional federal budget authority will be needed in FY21.</b>				
<b>09A_LDH</b>			<b>Department Total:</b>	<b>\$122,081,300</b>	<b>\$0</b>	<b>\$415,193,921</b>	<b>\$537,275,221</b>
19A_HIED	19A_671	Board of Regents	Funding from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) to be used for the Louisiana Library Network (LOUIS) in the procurement of library technology and resources providing additional on-line teaching tools/resources for instructors/professors, and support of nurse capitation programs in response to the public health crisis.	\$3,250,000	\$0	\$0	\$3,250,000
19A_HIED	19A_671	Board of Regents	<b>NOTE: State public institutions of Higher Education received approximately \$147.1M from the CARES Act, of which \$73.6M is allocated to students. Also, various state public institutions collected a total of \$39.5M as part of the Minority Serving Institutions Portion of CARES Act. These amounts were obtained directly, and are not on budget nor part of this report.</b>				
<b>19A_HIED</b>			<b>Department Total:</b>	<b>\$3,250,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,250,000</b>
19B_OTED	19B_653	Deaf and Visually	Increases Interagency Transfers budget authority for eligible reimbursements to the Louisiana School for the Deaf and Visually Impaired due to funding awards from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U. S. Department of Education, Elementary and Secondary School Emergency Relief Fund (ESSER) via the Louisiana Department of Education Subgrantee Assistance Program.	\$66,146	\$0	\$0	\$66,146
<b>19B_OTED</b>			<b>Department Total:</b>	<b>\$66,146</b>	<b>\$0</b>	<b>\$0</b>	<b>\$66,146</b>
19D_LDOE	19D_678	State Activities	Purchase of computer devices to be distributed to local school districts for distance learning. Funded from the state's allocation of the Coronavirus Relief Fund.	\$0	\$7,999,866	\$0	\$7,999,866
19D_LDOE	19D_681	Federal Support	Increases federal budget authority for eligible reimbursements to the Local Education Agencies due to funding awards from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Education, Elementary and Secondary School Emergency Relief Fund (ESSER).	\$0	\$0	\$241,667,516	\$241,667,516
19D_LDOE	19D_681	Federal Support	Increases federal budget authority for funding awards for child nutrition from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Agriculture, Food and Nutrition Service (FNS) agency.	\$0	\$0	\$32,930,539	\$32,930,539
19D_LDOE	19D_681	Federal Support	Increases federal budget authority for funding awards to early childhood centers from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020. These funds are provided through the U.S. Department of Health and Human Services, Child Care and Development Fund (CCDF).	\$0	\$0	\$27,632,350	\$27,632,350

**COVID 19 FEDERAL FUNDING - Preamble Section 2B**

**NOTE: The items reported are only those federally funded that currently flow through the State Budget.**

DEPT	AGENCY	AGENCY NAME	DESCRIPTION	IAT_TOTAL	STAT_DED	FEDERAL	TOTAL
19D_LDOE	19D_681	Non-Federal Support	Increases Interagency Transfers (IAT) budget authority to allow the agency to receive funds from the Governor's Emergency Education Relief Fund (GEER) from the Division of Administration for the purpose of providing local educational agencies (LEAs) with emergency assistance as a result of COVID-19.	\$32,328,003	\$0	\$0	\$32,328,003
<b>19D_LDOE</b>			<b>Department Total:</b>	<b>\$32,328,003</b>	<b>\$7,999,866</b>	<b>\$302,230,405</b>	<b>\$342,558,274</b>
20A_OREQ	20_451	Housing StOffender	Increases Interagency Transfers from the Governor's Office of Homeland Security and Emergency Preparedness in order to utilize Coronavirus Relief Funds (CRF) for expenses related to COVID-19.	\$65,817,885	\$0	\$0	\$65,817,885
20A_OREQ	20_941	Agri & Forest Pass	Additional funding for The Emergency Food Assistance Program (TEFAP) provided through the USDA in accordance with the CARES Act. Agriculture will pass this money through to 5 regional food banks in the state in order to provide USDA food commodities to people throughout the state in need of assistance.	\$0	\$0	\$14,000,000	\$14,000,000
20A_OREQ	20_945	State Aid to Local	Increase in Statutory Dedications out of the Critical Infrastructure Workers Hazard Pay Rebate Fund that will used for one-time hazard pay rebates for essential critical infrastructure workers as part of Act 12 of the 2020 First Extraordinary Session.	\$0	\$50,000,000	\$0	\$50,000,000
20A_OREQ	20_945	State Aid to Local	Increase in Statutory Dedications out of the Louisiana Main Street Recovery Fund for grants to provide economic support to eligible Louisiana businesses for costs incurred in connection with COVID-19.	\$0	\$262,326,578	\$0	\$262,326,578
20A_OREQ	20_XXX	Funds	Federal Coronavirus Relief Funds to the Clearing Account of the Unemployment Compensation Fund (Act 45 - HB 39)	\$0	\$0	\$85,000,000	\$85,000,000
20A_OREQ	20_XXX	Funds	Federal Coronavirus Relief Funds to the Coronavirus Local Recovery Allocation Fund (Act 45 - HB39)	\$0	\$0	\$5,000,000	\$5,000,000
20A_OREQ	20_XXX	Funds	Per action of the JLCB at the December Meeting, remaining resources from the Federal Coronavirus Relief Fund to transferred to the Clearing Account of the Unemployment Compensation Fund.	\$0	\$0	\$8,646,183	\$8,646,183
<b>20A_OREQ</b>			<b>Department Total:</b>	<b>\$65,817,885</b>	<b>\$312,326,578</b>	<b>\$112,646,183</b>	<b>\$490,790,646</b>
21A_ANCIL	21_815	OTS	Purchase of computer devices to be distributed to local school districts for distance learning.	\$7,999,866	\$0	\$0	\$7,999,866
<b>21_ANCIL</b>				<b>\$7,999,866</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,999,866</b>
23A_JUDI	23_949	La Judiciary	Increase in Interagency Transfers from GOHSEP for COVID-19 related expenditures.	\$1,659,515	\$0	\$0	\$1,659,515
<b>23A_JUDI</b>			<b>Department Total:</b>	<b>\$1,659,515</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,659,515</b>
24A_LEGI	24_954	Legislative Auditor	Increase in Interagency Transfers from the Department of Treasury for work related to the Louisiana Main Street Recovery Program. Increase in the Coronavirus Local Recovery Allocation Fund for work related to the Coronavirus Local Recovery Allocation Program. These programs and the allocations to the Legislative Auditor are established by Act 311 of the 2020 Regular Session.	\$2,500,000	\$271,501	\$0	\$2,771,501
24A_LEGI	24_960	Legis Budget Control	Increase in Interagency Transfers from GOHSEP for COVID-19 related expenditures.	\$6,223,984	\$0	\$0	\$6,223,984
<b>24A_LEGI</b>			<b>Department Total:</b>	<b>\$8,723,984</b>	<b>\$271,501</b>	<b>\$0</b>	<b>\$8,995,485</b>
			<b>Total (Inclusive of Double Counts)</b>	<b>\$478,452,648</b>	<b>\$770,859,793</b>	<b>\$1,527,052,142</b>	<b>\$2,776,364,583</b>
			<b>Total (Exclusive of Double Counts)</b>	<b>\$0</b>	<b>\$765,859,793</b>	<b>\$1,527,052,142</b>	<b>\$2,292,911,935</b>

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
100	EXECUTIVE OFFICE	SALARIES	409120	Regular	3,723,346	5,311,871	1,588,525	70.09%
		RELATED BENEFITS	224399	Regular	1,930,546	2,878,183	947,637	67.08%
		OTHER COMPENSATION	10612	Regular	108,224	170,100	61,876	63.62%
		TRAVEL & TRAINING	0		774	65,239	64,465	1.19%
		OPERATING SERVICES	11,927	Regular	119,048	225,984	106,936	52.68%
		SUPPLIES	18,147	Regular	160,305	374,800	214,495	42.77%
		PROFESSIONAL SERVICES	25,929	Regular	190,361	530,008	339,647	35.92%
		OTHER CHARGES	98,871	Regular	1,572,619	3,521,842	1,949,223	44.65%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,437	Regular	530,728	591,868	61,140	89.67%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	534	Regular	5,294	4,761	(533)	111.20%
AUXILIARY PROGRAM	0		0	0	0	0.00%		
UNALLOTTED	0		0	0	0	0.00%		
100		Sum:	\$802,975		\$8,341,245	\$13,674,656	\$5,333,411	61.00%
101	OFFICE OF INDIAN AFFAIRS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		43,974	134,804	90,830	32.62%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		6,500	12,158	5,658	53.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
AUXILIARY PROGRAM	0		0	0	0	0.00%		
UNALLOTTED	0		0	0	0	0.00%		
101		Sum:	\$0		\$50,474	\$146,962	\$96,488	34.34%
102	OFFICE OF INSPECTOR GENERAL	SALARIES	73,598	Regular	747,754	1,214,673	466,919	61.56%
		RELATED BENEFITS	42,372	Regular	393,524	692,214	298,690	56.85%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		225	7,264	7,039	3.10%
		OPERATING SERVICES	1,538	Regular	10,927	25,112	14,185	43.51%
		SUPPLIES	5,708	Regular	12,398	12,984	586	95.48%
		PROFESSIONAL SERVICES	0		0	2,500	2,500	0.00%
		OTHER CHARGES	0		0	3,866	3,866	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,686	Regular	270,671	329,822	59,151	82.07%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
AUXILIARY PROGRAM	0		0	0	0	0.00%		
UNALLOTTED	0		0	0	0	0.00%		
102		Sum:	\$129,902		\$1,435,498	\$2,288,435	\$852,937	62.73%
103	MENTAL HEALTH ADVOCACY	SALARIES	180,237	Regular	1,683,228	2,587,612	904,384	65.05%
		RELATED BENEFITS	103,014	Regular	892,239	1,457,456	565,217	61.22%
		OTHER COMPENSATION	6,204	Regular	58,513	146,045	87,532	40.07%
		TRAVEL & TRAINING	892	Regular	8,142	101,919	93,777	7.99%
		OPERATING SERVICES	7,935	Regular	62,230	110,009	47,779	56.57%
		SUPPLIES	1,113	Regular	3,741	19,662	15,921	19.02%
		PROFESSIONAL SERVICES	0		185	29,506	29,321	0.63%
		OTHER CHARGES	0		154,461	970,000	815,539	15.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	13,379	Regular	414,709	501,010	86,301	82.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		999	3,000	2,001	33.29%
AUXILIARY PROGRAM	0		0	0	0	0.00%		
UNALLOTTED	0		0	0	0	0.00%		
103		Sum:	\$312,774		\$3,278,446	\$5,926,219	\$2,647,773	55.32%
106	LOUISIANA TAX COMMISSION	SALARIES	156,115	Regular	1,535,769	2,294,833	759,064	66.92%
		RELATED BENEFITS	102,860	Regular	906,724	1,515,905	609,181	59.81%
		OTHER COMPENSATION	0		(2,027)	0	2,027	0.00%
		TRAVEL & TRAINING	4,917	Regular	44,156	139,500	95,344	31.65%
		OPERATING SERVICES	17,702	Regular	31,149	137,430	106,281	22.67%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		SUPPLIES	252	Regular	6,016	20,000	13,984	30.08%
		PROFESSIONAL SERVICES	14,325	Regular	165,101	345,000	179,899	47.86%
		OTHER CHARGES	0		0	50,000	50,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,162	Regular	194,735	313,240	118,505	62.17%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
106		Sum:	\$298,332		\$2,881,624	\$4,815,908	\$1,934,284	59.84%
107	DIVISION OF ADMINISTRATIO	SALARIES	2,329,584	Regular	21,637,709	32,621,407	10,983,698	66.33%
		RELATED BENEFITS	1,633,501	Regular	12,841,812	20,169,594	7,327,782	63.67%
		OTHER COMPENSATION	46,450	Regular	568,534	870,879	302,345	65.28%
		TRAVEL & TRAINING	1,105	Regular	18,422	164,635	146,213	11.19%
		OPERATING SERVICES	1,658,101	Regular	8,877,898	15,877,182	6,999,284	55.92%
		SUPPLIES	65,070	Regular	460,428	1,130,441	670,013	40.73%
		PROFESSIONAL SERVICES	6,677	Regular	77,996	824,157	746,161	9.46%
		OTHER CHARGES	19,092,009	Regular	138,643,698	656,527,343	517,883,645	21.12%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,305,664	Regular	23,197,705	40,741,617	17,543,912	56.94%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	19,699	Regular	39,954	328,526	288,572	12.16%
		AUXILIARY PROGRAM	115,372	Regular	1,605,490	27,168,887	25,563,397	5.91%
		UNALLOTTED	0		0	0	0	0.00%
107		Sum:	\$27,273,231		\$207,969,647	\$796,424,668	\$588,455,021	26.11%
109	COASTAL PROCT AND RESTOR	SALARIES	1,064,569	Regular	9,390,383	14,933,506	5,543,123	62.88%
		RELATED BENEFITS	545,249	Regular	4,824,667	7,765,539	2,940,872	62.13%
		OTHER COMPENSATION	24,137	Regular	172,159	303,307	131,148	56.76%
		TRAVEL & TRAINING	600	Regular	5,613	122,520	116,907	4.58%
		OPERATING SERVICES	153,056	Regular	1,349,023	1,868,012	518,989	72.22%
		SUPPLIES	9,092	Regular	59,272	210,185	150,913	28.20%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,621,134	Regular	15,044,174	95,381,734	80,337,560	15.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,193,709	Regular	7,294,389	27,536,609	20,242,220	26.49%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		117,687	438,687	321,000	26.83%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
109		Sum:	\$4,611,547		\$38,257,367	\$148,560,099	\$110,302,732	25.75%
111	HOMELAND SECURITY & EME	SALARIES	276,689	Regular	2,918,972	4,144,938	1,225,966	70.42%
		RELATED BENEFITS	136,622	Regular	1,260,368	1,995,394	735,026	63.16%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	(405)		2,434	5,000	2,566	48.68%
		OPERATING SERVICES	875	Regular	875	0	(875)	0.00%
		SUPPLIES	497	Regular	12,941	199,430	186,489	6.49%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	161,330,848	Regular	1,495,472,966	2,008,925,802	513,452,836	74.44%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	98,706	Regular	5,855,030	5,976,163	121,133	97.97%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
111		Sum:	\$161,843,831		\$1,505,523,586	\$2,021,246,727	\$515,723,141	74.48%
112	DEPT OF MILITARY AFFAIRS	SALARIES	2,552,523	Regular	24,447,990	39,154,066	14,706,076	62.44%
		RELATED BENEFITS	1,223,848	Regular	11,141,549	18,137,183	6,995,634	61.43%
		OTHER COMPENSATION	128,877	Regular	1,065,997	1,871,419	805,422	56.96%
		TRAVEL & TRAINING	42,965	Regular	259,779	1,504,678	1,244,899	17.26%
		OPERATING SERVICES	1,737,978	Regular	18,641,918	35,036,682	16,394,764	53.21%
		SUPPLIES	430,601	Regular	3,909,120	10,151,722	6,242,602	38.51%
		PROFESSIONAL SERVICES	279,866	Regular	1,705,756	7,237,352	5,531,596	23.57%
		OTHER CHARGES	1,629,693	Regular	21,508,991	28,288,781	6,779,790	76.03%
		DEBT SERVICES	0		1,189,040	2,378,080	1,189,040	50.00%
		IAT	17,702	Regular	3,163,294	5,389,070	2,225,776	58.70%
		MAJOR REPAIRS	144,346	Regular	1,820,276	5,739,276	3,919,000	31.72%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		CAPITAL OUTLAY	376,860	Regular	2,436,604	4,477,620	2,041,016	54.42%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
112		Sum:	\$8,565,260		\$91,290,313	\$159,365,929	\$68,075,616	57.28%
116	LOUISIANA PUBLIC DEFENDER	SALARIES	99,777	Regular	833,343	1,433,853	600,510	58.12%
		RELATED BENEFITS	52,428	Regular	419,954	787,634	367,680	53.32%
		OTHER COMPENSATION	2,773	Regular	24,867	151,779	126,912	16.38%
		TRAVEL & TRAINING	0		585	43,000	42,415	1.36%
		OPERATING SERVICES	13,388	Regular	114,434	193,003	78,569	59.29%
		SUPPLIES	315	Regular	115,299	187,267	71,968	61.57%
		PROFESSIONAL SERVICES	19,191	Regular	155,967	400,334	244,367	38.96%
		OTHER CHARGES	1,005,179	Regular	36,839,705	48,199,095	11,359,390	76.43%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	561	Regular	178,822	220,086	41,264	81.25%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	1,657	Regular	356,765	357,737	972	99.73%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
116		Sum:	\$1,195,268		\$39,039,740	\$51,973,788	\$12,934,048	75.11%
124	LA STADIUM & EXPOSITION D	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	25,946,390	25,946,390	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	41,426,816	41,426,816	0.00%
		DEBT SERVICES	0		0	23,441,118	23,441,118	0.00%
		IAT	0		0	4,717,217	4,717,217	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
124		Sum:	\$0		\$0	\$95,531,541	\$95,531,541	0.00%
129	LA COMM LAW ENFORCE ADM	SALARIES	198,764	Regular	1,741,586	2,845,179	1,103,593	61.21%
		RELATED BENEFITS	126,259	Regular	1,064,086	1,763,545	699,459	60.34%
		OTHER COMPENSATION	10,751	Regular	163,732	162,423	(1,309)	100.81%
		TRAVEL & TRAINING	429	Regular	7,940	182,700	174,760	4.35%
		OPERATING SERVICES	15,982	Regular	243,730	454,919	211,189	53.58%
		SUPPLIES	555	Regular	21,703	105,163	83,460	20.64%
		PROFESSIONAL SERVICES	72,473	Regular	520,273	2,415,698	1,895,425	21.54%
		OTHER CHARGES	5,061,606	Regular	27,642,051	59,360,563	31,718,512	46.57%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	288,565	Regular	1,633,420	1,963,994	330,574	83.17%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		46,947	200,885	153,938	23.37%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
129		Sum:	\$5,775,384		\$33,085,467	\$69,455,069	\$36,369,602	47.64%
130	DEPT OF VETERANS AFFAIRS	SALARIES	408,382	Regular	3,713,744	5,548,658	1,834,914	66.93%
		RELATED BENEFITS	179,600	Regular	1,802,997	2,888,939	1,085,942	62.41%
		OTHER COMPENSATION	7,380	Regular	54,154	39,380	(14,774)	137.52%
		TRAVEL & TRAINING	4,453	Regular	39,943	155,311	115,368	25.72%
		OPERATING SERVICES	23,682	Regular	323,643	494,422	170,779	65.46%
		SUPPLIES	11,031	Regular	133,997	274,334	140,337	48.84%
		PROFESSIONAL SERVICES	706	Regular	54,815	98,350	43,535	55.73%
		OTHER CHARGES	23,621	Regular	1,662,486	4,373,568	2,711,082	38.01%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	47,021	Regular	835,187	1,153,819	318,632	72.38%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	36,000	36,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
130		Sum:	\$705,875		\$8,620,966	\$15,062,781	\$6,441,815	57.23%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
131	LOUISIANA VETERANS HOME	SALARIES	385,960	Regular	3,285,762	4,930,890	1,645,128	66.64%
		RELATED BENEFITS	170,105	Regular	1,689,082	2,709,993	1,020,911	62.33%
		OTHER COMPENSATION	12,446	Regular	154,988	270,000	115,012	57.40%
		TRAVEL & TRAINING	0		416	10,000	9,584	4.16%
		OPERATING SERVICES	32,412	Regular	204,489	505,572	301,083	40.45%
		SUPPLIES	167,120	Regular	493,844	636,992	143,148	77.53%
		PROFESSIONAL SERVICES	51,045	Regular	335,764	700,000	364,236	47.97%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	23,456	Regular	500,813	1,247,808	746,995	40.14%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
131		Sum:	\$842,545		\$6,665,159	\$11,011,255	\$4,346,096	60.53%
132	NORTHEAST LOUISIANA VETS	SALARIES	427,222	Regular	3,790,580	5,769,357	1,978,777	65.70%
		RELATED BENEFITS	195,303	Regular	1,664,337	2,901,880	1,237,543	57.35%
		OTHER COMPENSATION	4,845	Regular	236,754	426,860	190,106	55.46%
		TRAVEL & TRAINING	170	Regular	1,383	27,957	26,574	4.95%
		OPERATING SERVICES	56,215	Regular	422,566	817,755	395,189	51.67%
		SUPPLIES	104,785	Regular	703,985	1,384,194	680,209	50.86%
		PROFESSIONAL SERVICES	43,387	Regular	222,504	577,528	355,024	38.53%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	40,133	Regular	606,479	898,702	292,223	67.48%
		MAJOR REPAIRS	0		15,252	20,000	4,748	76.26%
		CAPITAL OUTLAY	0		20,881	66,200	45,319	31.54%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
132		Sum:	\$872,059		\$7,684,721	\$12,890,433	\$5,205,712	59.62%
133	OFFICE OF ELDERLY AFFAIRS	SALARIES	313,142	Regular	2,685,543	4,086,561	1,401,018	65.72%
		RELATED BENEFITS	167,162	Regular	1,434,527	2,376,894	942,367	60.35%
		OTHER COMPENSATION	0		0	17,655	17,655	0.00%
		TRAVEL & TRAINING	0		18,324	137,850	119,526	13.29%
		OPERATING SERVICES	15,456	Regular	150,471	214,276	63,805	70.22%
		SUPPLIES	1,240	Regular	2,016	31,745	29,729	6.35%
		PROFESSIONAL SERVICES	0		0	17,097	17,097	0.00%
		OTHER CHARGES	3,257,056	Regular	37,291,105	57,200,392	19,909,288	65.19%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	31,085	Regular	348,816	936,269	587,453	37.26%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
133		Sum:	\$3,785,141		\$41,930,802	\$65,018,739	\$23,087,937	64.49%
134	SOUTHWEST LOUISIANA VETS	SALARIES	532,210	Regular	4,835,890	6,416,916	1,581,026	75.36%
		RELATED BENEFITS	224,669	Regular	1,975,023	3,265,109	1,290,086	60.49%
		OTHER COMPENSATION	6,838	Regular	90,649	393,036	302,387	23.06%
		TRAVEL & TRAINING	935	Regular	1,180	9,972	8,792	11.83%
		OPERATING SERVICES	34,560	Regular	367,697	679,525	311,828	54.11%
		SUPPLIES	63,657	Regular	707,672	1,420,029	712,357	49.84%
		PROFESSIONAL SERVICES	48,029	Regular	264,963	578,102	313,139	45.83%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	10,979	Regular	942,897	1,065,618	122,721	88.48%
		MAJOR REPAIRS	0		0	11,796	11,796	0.00%
		CAPITAL OUTLAY	278	Regular	6,385	82,036	75,652	7.78%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
134		Sum:	\$922,154		\$9,192,356	\$13,922,139	\$4,729,783	66.03%
135	NORTHWEST LOUISIANA VETS	SALARIES	478,183	Regular	4,210,403	6,243,021	2,032,618	67.44%
		RELATED BENEFITS	196,110	Regular	1,692,851	3,331,628	1,638,777	50.81%
		OTHER COMPENSATION	10,083	Regular	96,381	154,077	57,696	62.55%
		TRAVEL & TRAINING	0		659	1,763	1,104	37.38%
		OPERATING SERVICES	30,541	Regular	401,591	857,394	455,803	46.84%
		SUPPLIES	81,698	Regular	625,380	1,175,189	549,809	53.22%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		PROFESSIONAL SERVICES	11,582	Regular	410,298	865,949	455,651	47.38%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		663,824	833,729	169,905	79.62%
		MAJOR REPAIRS	0		8,162	95,000	86,838	8.59%
		CAPITAL OUTLAY	1,712	Regular	3,231	180,811	177,581	1.79%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
135		Sum:	\$809,908		\$8,112,778	\$13,738,561	\$5,625,783	59.05%
136	SOUTHEAST LOUISIANA VETS	SALARIES	498,515	Regular	4,437,707	6,605,702	2,167,995	67.18%
		RELATED BENEFITS	198,241	Regular	1,785,937	3,304,827	1,518,890	54.04%
		OTHER COMPENSATION	9,762	Regular	92,615	179,907	87,292	51.48%
		TRAVEL & TRAINING	0		1,750	4,500	2,750	38.89%
		OPERATING SERVICES	22,098	Regular	216,793	578,353	361,560	37.48%
		SUPPLIES	95,790	Regular	751,063	1,481,231	730,168	50.71%
		PROFESSIONAL SERVICES	15,257	Regular	318,986	673,827	354,841	47.34%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,461	Regular	793,335	851,012	57,677	93.22%
		MAJOR REPAIRS	0		7,400	120,000	112,600	6.17%
		CAPITAL OUTLAY	0		0	125,900	125,900	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
136		Sum:	\$841,124		\$8,405,587	\$13,925,259	\$5,519,672	60.36%
139	SECRETARY OF STATE	SALARIES	1,352,712	Regular	12,829,364	18,360,193	5,530,829	69.88%
		RELATED BENEFITS	901,824	Regular	7,204,128	10,811,618	3,607,490	66.63%
		OTHER COMPENSATION	33,884	Regular	277,937	455,694	177,757	60.99%
		TRAVEL & TRAINING	1,069	Regular	95,069	155,845	60,776	61.00%
		OPERATING SERVICES	656,999	Regular	8,317,391	11,721,191	3,403,800	70.96%
		SUPPLIES	46,955	Regular	426,041	821,298	395,257	51.87%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,554,253	Regular	40,571,117	57,404,297	16,833,180	70.68%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	82,213	Regular	2,417,884	3,060,420	642,536	79.00%
		MAJOR REPAIRS	45,003	Regular	55,002	55,002	0	100.00%
		CAPITAL OUTLAY	0		28,942	12,663,459	12,634,517	0.23%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
139		Sum:	\$4,674,912		\$72,222,874	\$115,509,017	\$43,286,143	62.53%
141	OFFICE OF THE ATTORNEY GE	SALARIES	2,505,305	Regular	22,211,797	32,855,356	10,643,559	67.60%
		RELATED BENEFITS	1,458,035	Regular	12,309,598	18,814,862	6,505,264	65.42%
		OTHER COMPENSATION	184,339	Regular	1,562,054	2,956,689	1,394,635	52.83%
		TRAVEL & TRAINING	13,405	Regular	193,245	979,534	786,289	19.73%
		OPERATING SERVICES	341,277	Regular	2,396,671	3,919,759	1,523,088	61.14%
		SUPPLIES	12,982	Regular	160,629	883,465	722,836	18.18%
		PROFESSIONAL SERVICES	282,388	Regular	5,344,479	11,130,395	5,785,916	48.02%
		OTHER CHARGES	10,684	Regular	229,454	5,222,675	4,993,221	4.39%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	74,006	Regular	3,096,903	5,512,753	2,415,850	56.18%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	94,274	Regular	356,425	1,469,423	1,112,999	24.26%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
141		Sum:	\$4,976,694		\$47,861,253	\$83,744,911	\$35,883,658	57.15%
146	LIEUTENANT GOVERNOR	SALARIES	50,555	Regular	444,833	630,996	186,163	70.50%
		RELATED BENEFITS	44,847	Regular	382,673	568,546	185,873	67.31%
		OTHER COMPENSATION	24,318	Regular	211,311	338,501	127,190	62.43%
		TRAVEL & TRAINING	192	Regular	(43)	20,793	20,836	-0.21%
		OPERATING SERVICES	1,111	Regular	17,534	24,580	7,046	71.34%
		SUPPLIES	6,145	Regular	20,012	21,698	1,686	92.23%
		PROFESSIONAL SERVICES	0		0	7,404	7,404	0.00%
		OTHER CHARGES	278,944	Regular	2,286,560	6,365,218	4,078,658	35.92%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	11,862	Regular	106,072	143,222	37,150	74.06%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
146		Sum:	\$417,974		\$3,468,952	\$8,120,958	\$4,652,006	42.72%
147	ST TREASURER OPERATING	SALARIES	301,512	Regular	2,708,265	4,436,517	1,728,252	61.04%
		RELATED BENEFITS	180,273	Regular	1,531,348	2,476,236	944,888	61.84%
		OTHER COMPENSATION	33,031	Regular	322,097	562,917	240,820	57.22%
		TRAVEL & TRAINING	641	Regular	2,927	103,389	100,462	2.83%
		OPERATING SERVICES	122,685	Regular	607,619	1,679,759	1,072,140	36.17%
		SUPPLIES	2,385	Regular	14,052	57,372	43,320	24.49%
		PROFESSIONAL SERVICES	13,940	Regular	118,780	243,147	124,367	48.85%
		OTHER CHARGES	111,108	Regular	9,865,190	12,358,295	2,493,105	79.83%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	233,456	Regular	1,863,945	3,182,914	1,318,969	58.56%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	3,816	Regular	13,981	92,815	78,834	15.06%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
147		Sum:	\$1,002,847		\$17,048,204	\$25,193,361	\$8,145,157	67.67%
158	PUBLIC SERVICE COMMISSION	SALARIES	345,386	Regular	3,142,612	5,222,373	2,079,761	60.18%
		RELATED BENEFITS	211,360	Regular	1,798,094	3,169,615	1,371,521	56.73%
		OTHER COMPENSATION	1,002	Regular	6,397	38,000	31,603	16.83%
		TRAVEL & TRAINING	123	Regular	2,126	90,868	88,742	2.34%
		OPERATING SERVICES	21,995	Regular	259,223	375,351	116,128	69.06%
		SUPPLIES	444	Regular	6,520	28,539	22,019	22.85%
		PROFESSIONAL SERVICES	0		0	5,000	5,000	0.00%
		OTHER CHARGES	3,245	Regular	19,171	121,350	102,179	15.80%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	69,055	Regular	762,889	1,119,887	356,998	68.12%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	2,680	Regular	17,033	71,860	54,827	23.70%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
158		Sum:	\$655,289		\$6,014,065	\$10,242,843	\$4,228,778	58.71%
160	AGRICULTURE AND FORESTRY	SALARIES	2,369,010	Regular	22,518,428	32,641,170	10,122,742	68.99%
		RELATED BENEFITS	1,668,475	Regular	14,387,702	22,505,650	8,117,948	63.93%
		OTHER COMPENSATION	93,878	Regular	1,023,903	1,532,995	509,092	66.79%
		TRAVEL & TRAINING	3,553	Regular	24,113	350,851	326,738	6.87%
		OPERATING SERVICES	925,395	Regular	18,236,594	21,156,848	2,920,254	86.20%
		SUPPLIES	336,300	Regular	3,792,444	5,551,241	1,758,797	68.32%
		PROFESSIONAL SERVICES	35,121	Regular	42,822	463,942	421,120	9.23%
		OTHER CHARGES	127,463	Regular	1,561,365	3,113,723	1,552,358	50.14%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	21,668	Regular	2,196,094	2,482,555	286,461	88.46%
		MAJOR REPAIRS	0		0	56,000	56,000	0.00%
		CAPITAL OUTLAY	10,828	Regular	89,509	1,264,528	1,175,019	7.08%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
160		Sum:	\$5,591,691		\$63,872,975	\$91,119,503	\$27,246,528	70.10%
165	COMMISSIONER OF INSURANCE	SALARIES	1,150,946	Regular	10,343,213	15,031,125	4,687,912	68.81%
		RELATED BENEFITS	667,466	Regular	5,704,516	8,861,270	3,156,754	64.38%
		OTHER COMPENSATION	10,349	Regular	77,799	214,942	137,143	36.20%
		TRAVEL & TRAINING	1,290	Regular	12,337	242,313	229,976	5.09%
		OPERATING SERVICES	173,567	Regular	1,469,307	2,597,395	1,128,088	56.57%
		SUPPLIES	3,859	Regular	49,380	143,424	94,044	34.43%
		PROFESSIONAL SERVICES	115,535	Regular	1,022,424	3,831,387	2,808,963	26.69%
		OTHER CHARGES	0		63,710	227,000	163,290	28.07%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	58,634	Regular	1,299,815	1,722,336	422,521	75.47%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	9,304	Regular	336,123	626,650	290,527	53.64%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
165		Sum:	\$2,190,950		\$20,378,625	\$33,497,842	\$13,119,217	60.84%
251	ECON DEV - OFF OF SECRETARY	SALARIES	255,385	Regular	2,103,793	3,159,682	1,055,889	66.58%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		RELATED BENEFITS	138,239	Regular	1,174,655	1,750,031	575,376	67.12%
		OTHER COMPENSATION	2,210	Regular	25,651	111,014	85,363	23.11%
		TRAVEL & TRAINING	762	Regular	6,124	190,810	184,686	3.21%
		OPERATING SERVICES	15,369	Regular	246,839	764,163	517,324	32.30%
		SUPPLIES	14,224	Regular	34,664	150,748	116,084	22.99%
		PROFESSIONAL SERVICES	3,080	Regular	218,370	688,510	470,140	31.72%
		OTHER CHARGES	914,542	Regular	5,617,163	11,059,470	5,442,307	50.79%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	58,974	Regular	1,794,589	2,136,373	341,784	84.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
251		Sum:	\$1,402,785		\$11,221,848	\$20,010,801	\$8,788,953	56.08%
252	OFFICE OF BUSINESS DEVELO	SALARIES	462,452	Regular	3,886,670	5,994,426	2,107,756	64.84%
		RELATED BENEFITS	225,596	Regular	1,922,975	2,756,630	833,655	69.76%
		OTHER COMPENSATION	0		0	15,000	15,000	0.00%
		TRAVEL & TRAINING	1,515	Regular	17,396	463,793	446,397	3.75%
		OPERATING SERVICES	41,624	Regular	191,593	321,269	129,676	59.64%
		SUPPLIES	(2,882)		3,740	31,508	27,768	11.87%
		PROFESSIONAL SERVICES	28,864	Regular	1,219,827	7,863,934	6,644,107	15.51%
		OTHER CHARGES	478,683	Regular	2,811,308	10,568,703	7,757,395	26.60%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,505	Regular	19,913	87,093	67,180	22.86%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
252		Sum:	\$1,237,357		\$10,073,423	\$28,102,356	\$18,028,933	35.85%
254	LA STATE RACING COMMISSIO	SALARIES	239,177	Regular	1,921,840	3,265,973	1,344,133	58.84%
		RELATED BENEFITS	109,263	Regular	821,721	1,454,627	632,906	56.49%
		OTHER COMPENSATION	4,275	Regular	45,482	77,592	32,110	58.62%
		TRAVEL & TRAINING	6,408	Regular	28,459	136,589	108,130	20.84%
		OPERATING SERVICES	18,497	Regular	160,597	424,912	264,315	37.80%
		SUPPLIES	2,105	Regular	23,335	82,750	59,416	28.20%
		PROFESSIONAL SERVICES	0		4,142	44,964	40,822	9.21%
		OTHER CHARGES	429,753	Regular	3,228,382	6,077,736	2,849,354	53.12%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	39,682	Regular	680,042	1,695,722	1,015,680	40.10%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	700	Regular	1,666	20,000	18,334	8.33%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
254		Sum:	\$849,862		\$6,915,666	\$13,280,865	\$6,365,199	52.07%
255	OFFICE OF FINANCIAL INSTIT	SALARIES	431,510	Regular	4,081,347	7,551,352	3,470,005	54.05%
		RELATED BENEFITS	212,018	Regular	2,306,564	4,679,428	2,372,864	49.29%
		OTHER COMPENSATION	4,244	Regular	44,853	57,328	12,475	78.24%
		TRAVEL & TRAINING	(266)		2,863	361,424	358,561	0.79%
		OPERATING SERVICES	57,844	Regular	518,709	777,475	258,766	66.72%
		SUPPLIES	1,382	Regular	14,116	111,560	97,444	12.65%
		PROFESSIONAL SERVICES	0		0	55,000	55,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	71,767	Regular	311,345	1,327,256	1,015,911	23.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	131,468	131,468	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
255		Sum:	\$778,499		\$7,279,796	\$15,052,291	\$7,772,495	48.36%
261	CUL REC TOURISM - OFF OF S	SALARIES	226,529	Regular	1,967,989	3,123,462	1,155,474	63.01%
		RELATED BENEFITS	136,150	Regular	1,120,362	1,876,223	755,861	59.71%
		OTHER COMPENSATION	7,567	Regular	81,865	51,340	(30,525)	159.46%
		TRAVEL & TRAINING	0		151	58,602	58,451	0.26%
		OPERATING SERVICES	11,547	Regular	61,154	155,501	94,347	39.33%
		SUPPLIES	1,753	Regular	17,725	72,359	54,634	24.50%
		PROFESSIONAL SERVICES	1,176	Regular	3,589	92,363	88,774	3.89%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OTHER CHARGES	11,805	Regular	83,460	1,793,355	1,709,895	4.65%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	15,770	Regular	388,092	522,867	134,775	74.22%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
261		Sum:	\$412,297		\$3,724,387	\$7,746,072	\$4,021,685	48.08%
262	OFF OF THE STATE LIBRARY	SALARIES	170,837	Regular	1,540,707	2,352,762	812,055	65.49%
		RELATED BENEFITS	126,545	Regular	1,083,685	1,720,947	637,262	62.97%
		OTHER COMPENSATION	1,240	Regular	12,604	51,000	38,396	24.71%
		TRAVEL & TRAINING	391	Regular	477	12,926	12,449	3.69%
		OPERATING SERVICES	24,759	Regular	117,593	311,854	194,261	37.71%
		SUPPLIES	4,441	Regular	17,549	28,117	10,568	62.41%
		PROFESSIONAL SERVICES	1,190	Regular	1,190	6,597	5,407	18.04%
		OTHER CHARGES	246,471	Regular	1,754,662	2,141,421	386,759	81.94%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	28	Regular	768,813	923,669	154,856	83.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
262		Sum:	\$575,902		\$5,297,281	\$7,549,293	\$2,252,012	70.17%
263	OFFICE OF STATE MUSEUM	SALARIES	242,121	Regular	2,160,451	3,312,130	1,151,679	65.23%
		RELATED BENEFITS	147,105	Regular	1,262,737	1,937,192	674,455	65.18%
		OTHER COMPENSATION	20,090	Regular	168,601	4,066	(164,535)	4,146.60%
		TRAVEL & TRAINING	0		173	5,000	4,827	3.46%
		OPERATING SERVICES	23,788	Regular	591,739	668,907	77,168	88.46%
		SUPPLIES	790	Regular	51,172	148,961	97,789	34.35%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,036	Regular	5,472	529,322	523,850	1.03%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	24,981	Regular	497,148	1,040,833	543,685	47.76%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
263		Sum:	\$459,911		\$4,737,494	\$7,646,411	\$2,908,917	61.96%
264	OFFICE OF STATE PARKS	SALARIES	865,577	Regular	7,663,262	11,618,108	3,954,846	65.96%
		RELATED BENEFITS	565,813	Regular	4,807,186	7,624,579	2,817,393	63.05%
		OTHER COMPENSATION	63,455	Regular	603,206	454,070	(149,136)	132.84%
		TRAVEL & TRAINING	1,168	Regular	9,589	21,000	11,411	45.66%
		OPERATING SERVICES	270,204	Regular	2,512,335	4,034,464	1,522,129	62.27%
		SUPPLIES	224,857	Regular	1,512,172	2,198,025	685,853	68.80%
		PROFESSIONAL SERVICES	4,873	Regular	36,028	75,047	39,019	48.01%
		OTHER CHARGES	188,150	Regular	1,233,589	3,156,214	1,922,625	39.08%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	52,479	Regular	2,259,802	2,495,962	236,160	90.54%
		MAJOR REPAIRS	137,902	Regular	1,148,849	5,616,099	4,467,250	20.46%
		CAPITAL OUTLAY	8,325	Regular	959,359	1,931,180	971,821	49.68%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
264		Sum:	\$2,382,803		\$22,745,377	\$39,224,748	\$16,479,371	57.99%
265	OFFICE OF CULTURAL DEVELOPMENT	SALARIES	147,330	Regular	1,328,439	2,136,991	808,552	62.16%
		RELATED BENEFITS	85,485	Regular	741,086	1,242,259	501,173	59.66%
		OTHER COMPENSATION	4,791	Regular	32,880	15,493	(17,387)	212.22%
		TRAVEL & TRAINING	1,476	Regular	7,986	43,178	35,192	18.49%
		OPERATING SERVICES	9,473	Regular	79,984	162,523	82,539	49.21%
		SUPPLIES	3,870	Regular	7,193	26,837	19,644	26.80%
		PROFESSIONAL SERVICES	0		1,700	5,178	3,478	32.83%
		OTHER CHARGES	469,120	Regular	1,674,305	3,983,547	2,309,242	42.03%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	3,617	Regular	168,681	494,022	325,341	34.14%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		UNALLOTTED	0		0	0	0	0.00%
265		Sum:	\$725,162		\$4,042,254	\$8,110,028	\$4,067,774	49.84%
267	OFFICE OF TOURISM	SALARIES	228,398	Regular	2,034,975	2,835,104	800,129	71.78%
		RELATED BENEFITS	137,650	Regular	1,177,891	1,769,140	591,249	66.58%
		OTHER COMPENSATION	10,280	Regular	111,348	305,505	194,157	36.45%
		TRAVEL & TRAINING	1,334	Regular	29,392	215,500	186,108	13.64%
		OPERATING SERVICES	24,041	Regular	1,013,930	4,897,244	3,883,314	20.70%
		SUPPLIES	13,933	Regular	60,653	111,195	50,542	54.55%
		PROFESSIONAL SERVICES	526,938	Regular	3,442,020	14,304,654	10,862,634	24.06%
		OTHER CHARGES	92,468	Regular	333,508	1,748,299	1,414,791	19.08%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	16,408	Regular	5,795,762	6,000,027	204,265	96.60%
		MAJOR REPAIRS	0		28,180	100,000	71,820	28.18%
		CAPITAL OUTLAY	37	Regular	64,331	74,194	9,863	86.71%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
267		Sum:	\$1,051,488		\$14,091,991	\$32,360,862	\$18,268,871	43.55%
273	DOTD ADMINISTRATION	SALARIES	1,046,610	Regular	9,506,494	13,350,170	3,843,676	71.21%
		RELATED BENEFITS	679,014	Regular	5,616,693	8,368,725	2,752,032	67.12%
		OTHER COMPENSATION	10,198	Regular	79,435	210,877	131,442	37.67%
		TRAVEL & TRAINING	3,705	Regular	12,384	184,495	172,111	6.71%
		OPERATING SERVICES	42,869	Regular	546,337	1,023,860	477,523	53.36%
		SUPPLIES	14,978	Regular	110,425	444,821	334,396	24.82%
		PROFESSIONAL SERVICES	261,103	Regular	1,205,160	4,390,903	3,185,743	27.45%
		OTHER CHARGES	4,849	Regular	91,518	183,751	92,233	49.81%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,161,084	Regular	16,698,337	24,828,519	8,130,182	67.25%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
273		Sum:	\$4,224,410		\$33,866,784	\$52,986,121	\$19,119,337	63.92%
276	ENGINEERING AND OPERATIO	SALARIES	19,574,805	Regular	158,053,556	220,675,434	62,621,878	71.62%
		RELATED BENEFITS	11,210,322	Regular	91,022,432	141,276,785	50,254,353	64.43%
		OTHER COMPENSATION	20,107	Regular	304,154	746,607	442,453	40.74%
		TRAVEL & TRAINING	245,165	Regular	1,588,829	3,864,422	2,275,593	41.11%
		OPERATING SERVICES	1,105,449	Regular	9,481,146	18,256,059	8,774,913	51.93%
		SUPPLIES	2,048,807	Regular	18,165,874	35,846,720	17,680,846	50.68%
		PROFESSIONAL SERVICES	769,719	Regular	10,903,607	33,060,963	22,157,356	32.98%
		OTHER CHARGES	2,332,505	Regular	34,260,357	80,840,386	46,580,029	42.38%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	285,322	Regular	25,157,838	43,750,429	18,592,591	57.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	3,134,353	Regular	13,754,780	36,776,886	23,022,106	37.40%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
276		Sum:	\$40,726,553		\$362,692,573	\$615,094,691	\$252,402,118	58.97%
300	JEFFERSON PARISH HUMAN S	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	(0)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,216,031	Regular	10,616,804	19,627,477	9,010,673	54.09%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	185,364	185,364	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
300		Sum:	\$1,216,031		\$10,616,804	\$19,812,841	\$9,196,037	53.59%
301	FLA PAR HUMAN SERVCS AUT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	1,715	Regular	6,737	38,015	31,278	17.72%
		OPERATING SERVICES	54,494	Regular	476,596	802,150	325,554	59.41%
		SUPPLIES	14,709	Regular	65,824	110,455	44,631	59.59%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,548,395	Regular	13,236,707	21,767,013	8,530,306	60.81%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,714	Regular	513,526	544,403	30,877	94.33%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	33,387	33,387	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
301		Sum:	\$1,629,026		\$14,299,389	\$23,295,423	\$8,996,034	61.38%
302	CAPITAL AREA HUMAN SRV DS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		323	0	(323)	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,245,792	Regular	19,530,202	28,766,698	9,236,496	67.89%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	17,365	Regular	744,544	887,471	142,927	83.89%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
302		Sum:	\$2,263,156		\$20,275,068	\$29,654,169	\$9,379,101	68.37%
303	DEVELOPM'L DISABILITIES CN	SALARIES	28,894	Regular	271,323	536,749	265,426	50.55%
		RELATED BENEFITS	15,376	Regular	140,499	298,697	158,198	47.04%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	25,500	25,500	0.00%
		OPERATING SERVICES	6,263	Regular	59,811	97,985	38,174	61.04%
		SUPPLIES	168	Regular	5,130	29,500	24,370	17.39%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	97,957	Regular	487,389	1,157,000	669,611	42.13%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	657	Regular	17,792	35,911	18,119	49.54%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		953	3,000	2,047	31.76%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
303		Sum:	\$149,316		\$982,897	\$2,184,342	\$1,201,445	45.00%
304	METRO HUMAN SVCS DISTRICT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		9,433,339	25,521,741	16,088,402	36.96%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	61,407	61,407	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
304		Sum:	\$0		\$9,433,339	\$25,583,148	\$16,149,809	36.87%
305	MEDICAL VENDOR ADMINIST	SALARIES	3,631,493	Regular	32,732,429	52,468,209	19,735,780	62.39%
		RELATED BENEFITS	1,980,586	Regular	21,027,183	33,403,861	12,376,678	62.95%
		OTHER COMPENSATION	168,471	Regular	1,590,259	2,637,870	1,047,611	60.29%
		TRAVEL & TRAINING	(706)		232	17,521	17,289	1.32%
		OPERATING SERVICES	82,079	Regular	2,073,442	4,301,289	2,227,847	48.21%
		SUPPLIES	2,515	Regular	30,363	263,125	232,762	11.54%
		PROFESSIONAL SERVICES	4,723,433	Regular	52,149,890	164,657,096	112,507,206	31.67%
		OTHER CHARGES	4,113,426	Regular	15,413,007	74,966,010	59,553,003	20.56%

Agcy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,755,721	Regular	66,041,106	176,312,573	110,271,467	37.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
305		Sum:	\$17,457,019		\$191,057,911	\$509,027,554	\$317,969,643	37.53%
306	DHH MEDICAL VENDOR PAYM	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,144,475,136	Regular	8,566,229,686	15,518,260,524	6,952,030,838	55.20%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	19,796,833	Regular	177,667,413	288,897,595	111,230,182	61.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
306		Sum:	\$1,164,271,969		\$8,743,897,099	\$15,807,158,119	\$7,063,261,020	55.32%
307	HEALTH & HOSP OFF OF SECR	SALARIES	2,360,406	Regular	21,381,424	30,516,988	9,135,564	70.06%
		RELATED BENEFITS	1,158,594	Regular	11,420,981	17,297,307	5,876,326	66.03%
		OTHER COMPENSATION	117,509	Regular	959,662	1,042,348	82,686	92.07%
		TRAVEL & TRAINING	1,338	Regular	3,181	83,300	80,119	3.82%
		OPERATING SERVICES	58,674	Regular	473,429	972,753	499,324	48.67%
		SUPPLIES	4,184	Regular	54,664	170,800	116,136	32.00%
		PROFESSIONAL SERVICES	24,675	Regular	204,296	2,288,231	2,083,935	8.93%
		OTHER CHARGES	4,944,595	Regular	17,753,703	28,817,397	11,063,694	61.61%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,492,331	Regular	15,064,506	21,452,356	6,387,850	70.22%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
307		Sum:	\$10,162,307		\$67,315,845	\$102,641,480	\$35,325,635	65.58%
309	S CNTL LA HUMAN SVCS AUTH	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	(0)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	8,185	Regular	21,978	62,793	40,815	35.00%
		OPERATING SERVICES	73,583	Regular	591,105	1,212,368	621,263	48.76%
		SUPPLIES	44,267	Regular	161,162	567,904	406,742	28.38%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,851,254	Regular	12,317,865	20,548,428	8,230,563	59.95%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	8,832	Regular	506,249	608,284	102,035	83.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
309		Sum:	\$1,986,120		\$13,598,359	\$22,999,777	\$9,401,418	59.12%
310	NE DELTA HUMAN SVCS AUTH	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	968,479	Regular	8,154,581	14,757,752	6,603,171	55.26%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	11,356	Regular	349,060	411,872	62,812	84.75%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
310		Sum:	\$979,835		\$8,503,641	\$15,169,624	\$6,665,983	56.06%
320	OFFICE OF AGING & ADULT SR	SALARIES	1,688,141	Regular	15,373,052	22,702,302	7,329,250	67.72%
		RELATED BENEFITS	1,251,206	Regular	8,909,401	14,731,103	5,821,702	60.48%
		OTHER COMPENSATION	89,271	Regular	792,524	1,220,279	427,755	64.95%
		TRAVEL & TRAINING	3,203	Regular	30,614	200,533	169,919	15.27%
		OPERATING SERVICES	102,965	Regular	791,305	2,865,364	2,074,059	27.62%
		SUPPLIES	156,799	Regular	1,084,058	2,343,177	1,259,119	46.26%
		PROFESSIONAL SERVICES	85,231	Regular	355,556	861,966	506,410	41.25%
		OTHER CHARGES	556,572	Regular	4,103,633	10,772,321	6,668,688	38.09%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	85,253	Regular	2,222,383	3,216,411	994,028	69.10%
		MAJOR REPAIRS	0		0	221,000	221,000	0.00%
		CAPITAL OUTLAY	83,174	Regular	132,140	443,577	311,437	29.79%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
320		Sum:	\$4,101,814		\$33,794,667	\$59,578,033	\$25,783,366	56.72%
324	LA EMERGENCY RESPONSE NE	SALARIES	54,549	Regular	487,358	714,645	227,287	68.20%
		RELATED BENEFITS	28,890	Regular	248,304	354,196	105,892	70.10%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	1,275	Regular	8,729	33,000	24,271	26.45%
		OPERATING SERVICES	8,157	Regular	72,116	193,909	121,793	37.19%
		SUPPLIES	4,069	Regular	14,410	27,946	13,536	51.56%
		PROFESSIONAL SERVICES	5,925	Regular	141,529	337,847	196,318	41.89%
		OTHER CHARGES	2,875	Regular	1,145,338	1,166,338	21,000	98.20%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	4,378	Regular	119,631	146,638	27,007	81.58%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		1,147	1,148	1	99.95%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
324		Sum:	\$110,117		\$2,238,563	\$2,975,667	\$737,104	75.23%
325	ACADIANA AREA HUMAN SRV	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	13,192	Regular	45,115	176,100	130,985	25.62%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,277,386	Regular	10,028,611	17,669,921	7,641,310	56.76%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,715	Regular	464,825	552,217	87,392	84.17%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
325		Sum:	\$1,297,293		\$10,538,550	\$18,398,238	\$7,859,688	57.28%
326	OFFICE OF PUBLIC HEALTH	SALARIES	5,676,904	Regular	52,600,029	77,353,153	24,753,124	68.00%
		RELATED BENEFITS	3,058,563	Regular	31,350,179	49,237,043	17,886,864	63.67%
		OTHER COMPENSATION	432,263	Regular	3,414,739	7,792,731	4,377,992	43.82%
		TRAVEL & TRAINING	90,310	Regular	685,115	2,758,228	2,073,113	24.84%
		OPERATING SERVICES	675,963	Regular	8,104,671	13,852,790	5,748,119	58.51%
		SUPPLIES	288,790	Regular	6,225,782	15,025,827	8,800,045	41.43%
		PROFESSIONAL SERVICES	2,745,415	Regular	18,966,654	52,871,551	33,904,897	35.87%
		OTHER CHARGES	22,061,477	Regular	177,931,384	315,796,398	137,865,014	56.34%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	954,282	Regular	14,222,913	26,542,801	12,319,888	53.58%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	187,734	Regular	328,946	1,286,300	957,354	25.57%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
326		Sum:	\$36,171,700		\$313,830,412	\$562,516,822	\$248,686,410	55.79%
330	OFFICE OF BEHAVIORAL HEA	SALARIES	7,069,502	Regular	62,663,994	90,610,738	27,946,744	69.16%
		RELATED BENEFITS	3,966,939	Regular	31,768,158	55,179,815	23,411,657	57.57%
		OTHER COMPENSATION	404,646	Regular	3,807,962	3,645,862	(162,100)	104.45%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		TRAVEL & TRAINING	4,773	Regular	52,350	205,420	153,070	25.48%
		OPERATING SERVICES	1,538,268	Regular	12,305,052	21,678,138	9,373,086	56.76%
		SUPPLIES	861,431	Regular	6,439,288	9,041,367	2,602,079	71.22%
		PROFESSIONAL SERVICES	140,125	Regular	3,658,827	8,563,479	4,904,652	42.73%
		OTHER CHARGES	1,620,587	Regular	11,847,396	38,453,248	26,605,852	30.81%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	5,942,817	Regular	30,001,853	64,733,672	34,731,819	46.35%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	23,359,408	23,359,408	0.00%
330		Sum:	\$21,549,088		\$162,544,880	\$315,471,147	\$152,926,267	51.52%
340	OFF FOR CITIZENS DEV DISAB	SALARIES	6,381,899	Regular	53,906,333	78,193,415	24,287,082	68.94%
		RELATED BENEFITS	4,515,076	Regular	28,864,037	48,360,860	19,496,823	59.68%
		OTHER COMPENSATION	156,656	Regular	1,034,528	1,496,633	462,105	69.12%
		TRAVEL & TRAINING	1,090	Regular	14,129	194,916	180,787	7.25%
		OPERATING SERVICES	460,122	Regular	3,105,337	6,878,677	3,773,340	45.14%
		SUPPLIES	495,093	Regular	4,221,686	7,434,152	3,212,466	56.79%
		PROFESSIONAL SERVICES	41,450	Regular	2,641,080	6,717,037	4,075,957	39.32%
		OTHER CHARGES	849,836	Regular	8,336,824	23,716,227	15,379,403	35.15%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	568,017	Regular	12,153,624	15,527,920	3,374,296	78.27%
		MAJOR REPAIRS	0		46,500	46,500	0	100.00%
		CAPITAL OUTLAY	9,801	Regular	65,028	754,176	689,148	8.62%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
340		Sum:	\$13,479,040		\$114,389,105	\$189,320,513	\$74,931,408	60.42%
360	OFFICE FOR CHILDREN/FAMILI	SALARIES	13,075,911	Regular	118,153,879	166,148,495	47,994,616	71.11%
		RELATED BENEFITS	6,894,958	Regular	74,590,805	114,814,433	40,223,628	64.97%
		OTHER COMPENSATION	949,146	Regular	9,010,251	9,737,481	727,230	92.53%
		TRAVEL & TRAINING	46,395	Regular	268,336	2,152,735	1,884,399	12.46%
		OPERATING SERVICES	1,343,174	Regular	12,122,265	25,779,354	13,657,089	47.02%
		SUPPLIES	99,673	Regular	685,677	2,175,197	1,489,520	31.52%
		PROFESSIONAL SERVICES	918,746	Regular	3,852,732	11,978,300	8,125,568	32.16%
		OTHER CHARGES	11,674,307	Regular	103,093,593	236,117,731	133,024,138	43.66%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,468,034	Regular	86,355,769	196,458,990	110,103,221	43.96%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	211,402	211,402	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
360		Sum:	\$41,470,346		\$408,133,308	\$765,574,118	\$357,440,810	53.31%
375	IMPERIAL CALCASIEU HUM SV	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		43	0	(43)	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	801,277	Regular	6,199,203	11,862,649	5,663,446	52.26%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,598	Regular	259,525	303,437	43,912	85.53%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
375		Sum:	\$807,875		\$6,458,771	\$12,166,086	\$5,707,315	53.09%
376	CENTRAL LA HUMAN SERVICE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,045,103	Regular	7,658,140	15,240,537	7,582,397	50.25%
		DEBT SERVICES	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		IAT	2,032	Regular	216,375	217,927	1,552	99.29%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
376		Sum:	\$1,047,135		\$7,874,516	\$15,458,464	\$7,583,948	50.94%
377	NORTHWEST LA HUMAN SVCS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	961,059	Regular	8,528,686	14,976,625	6,447,939	56.95%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	9,037	Regular	279,802	339,956	60,154	82.31%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
377		Sum:	\$970,097		\$8,808,488	\$15,316,581	\$6,508,093	57.51%
400	CORRECTIONS-ADMINISTRAT	SALARIES	1,124,588	Regular	9,802,533	14,247,022	4,444,489	68.80%
		RELATED BENEFITS	2,656,502	Regular	21,087,664	30,612,106	9,524,442	68.89%
		OTHER COMPENSATION	190,012	Regular	1,652,663	1,197,920	(454,743)	137.96%
		TRAVEL & TRAINING	691	Regular	7,003	226,937	219,934	3.09%
		OPERATING SERVICES	60,956	Regular	461,887	1,657,686	1,195,799	27.86%
		SUPPLIES	38,913	Regular	226,199	784,695	558,496	28.83%
		PROFESSIONAL SERVICES	118,752	Regular	593,975	1,518,434	924,459	39.12%
		OTHER CHARGES	2,422,313	Regular	20,886,764	33,273,281	12,386,517	62.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	56,964	Regular	7,061,530	10,788,319	3,726,789	65.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	8,072,973	8,072,973	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
400		Sum:	\$6,669,692		\$61,780,219	\$102,379,373	\$40,599,154	60.34%
402	LA STATE PENITENTIARY	SALARIES	5,373,288	Regular	47,094,085	67,921,949	20,827,864	69.34%
		RELATED BENEFITS	2,508,978	Regular	21,937,392	32,907,077	10,969,685	66.66%
		OTHER COMPENSATION	102,102	Regular	1,060,615	200,695	(859,920)	528.47%
		TRAVEL & TRAINING	1,060	Regular	11,292	12,657	1,365	89.22%
		OPERATING SERVICES	603,796	Regular	3,600,039	5,681,343	2,081,304	63.37%
		SUPPLIES	908,956	Regular	12,169,527	21,080,599	8,911,072	57.73%
		PROFESSIONAL SERVICES	179,596	Regular	1,310,131	2,747,199	1,437,068	47.69%
		OTHER CHARGES	(2,074)		(19,996)	0	19,996	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	122,236	Regular	11,216,771	11,697,286	480,515	95.89%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		76,146	170,100	93,955	44.77%
		AUXILIARY PROGRAM	514,388	Regular	3,046,072	10,140,871	7,094,799	30.04%
		UNALLOTTED	0		0	0	0	0.00%
402		Sum:	\$10,312,325		\$101,502,073	\$152,559,776	\$51,057,703	66.53%
403	OFFICE OF JUVENILE JUSTICE	SALARIES	2,953,051	Regular	27,553,985	44,674,508	17,120,523	61.68%
		RELATED BENEFITS	1,859,058	Regular	15,637,905	27,954,636	12,316,731	55.94%
		OTHER COMPENSATION	55,783	Regular	431,166	1,067,518	636,352	40.39%
		TRAVEL & TRAINING	10,883	Regular	52,365	154,823	102,458	33.82%
		OPERATING SERVICES	279,896	Regular	1,913,444	3,358,378	1,444,934	56.98%
		SUPPLIES	168,591	Regular	1,137,421	2,707,739	1,570,318	42.01%
		PROFESSIONAL SERVICES	4,151	Regular	103,287	384,262	280,975	26.88%
		OTHER CHARGES	5,742,405	Regular	26,160,487	49,001,632	22,841,145	53.39%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	115,323	Regular	15,032,557	17,889,152	2,856,595	84.03%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	(10,524)		685,999	703,213	17,214	97.55%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
403		Sum:	\$11,178,615		\$88,708,615	\$147,895,861	\$59,187,246	59.98%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
405	RAYMOND LABORDE CORREC	SALARIES	1,392,941	Regular	11,923,562	16,528,004	4,604,442	72.14%
		RELATED BENEFITS	702,926	Regular	6,029,678	8,813,604	2,783,926	68.41%
		OTHER COMPENSATION	(23,400)		108,389	38,391	(69,998)	282.33%
		TRAVEL & TRAINING	200	Regular	789	14,004	13,215	5.64%
		OPERATING SERVICES	94,290	Regular	765,402	1,551,773	786,371	49.32%
		SUPPLIES	215,868	Regular	1,824,443	2,895,505	1,071,062	63.01%
		PROFESSIONAL SERVICES	45,186	Regular	212,414	435,565	223,151	48.77%
		OTHER CHARGES	(222)		(2,821)	0	2,821	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	15,537	Regular	1,047,155	1,542,405	495,250	67.89%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	284,770	Regular	933,919	1,646,725	712,806	56.71%
		UNALLOTTED	0		0	0	0	0.00%
405		Sum:	\$2,728,096		\$22,842,930	\$33,465,976	\$10,623,046	68.26%
406	LA CORRECTIONAL INST WOM	SALARIES	1,168,029	Regular	10,223,755	13,832,830	3,609,075	73.91%
		RELATED BENEFITS	543,672	Regular	4,761,862	7,056,594	2,294,732	67.48%
		OTHER COMPENSATION	53,468	Regular	371,535	144,445	(227,090)	257.22%
		TRAVEL & TRAINING	1,147	Regular	1,367	6,128	4,762	22.30%
		OPERATING SERVICES	31,193	Regular	493,017	553,120	60,103	89.13%
		SUPPLIES	100,223	Regular	699,907	1,442,086	742,179	48.53%
		PROFESSIONAL SERVICES	30,573	Regular	80,258	131,579	51,321	61.00%
		OTHER CHARGES	0		(963)	0	963	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	27,079	Regular	1,484,396	1,826,890	342,494	81.25%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	12,920	Regular	99,115	1,228,887	1,129,772	8.07%
		UNALLOTTED	0		0	0	0	0.00%
406		Sum:	\$1,968,305		\$18,214,248	\$26,222,559	\$8,008,311	69.46%
407	WINN CORRECTIONAL CENTE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	106	Regular	113,246	288,970	175,724	39.19%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		159,884	295,451	135,567	54.12%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
407		Sum:	\$106		\$273,130	\$584,421	\$311,291	46.74%
408	ALLEN CORRECTIONAL CENT	SALARIES	608,941	Regular	5,334,064	6,787,961	1,453,897	78.58%
		RELATED BENEFITS	289,416	Regular	2,429,968	3,423,822	993,854	70.97%
		OTHER COMPENSATION	14,509	Regular	133,749	70,000	(63,749)	191.07%
		TRAVEL & TRAINING	2,990	Regular	5,394	18,854	13,460	28.61%
		OPERATING SERVICES	117,963	Regular	616,226	1,110,486	494,260	55.49%
		SUPPLIES	181,413	Regular	1,280,448	1,864,225	583,777	68.69%
		PROFESSIONAL SERVICES	25,494	Regular	102,038	304,000	201,962	33.57%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	207,908	Regular	589,741	935,098	345,357	63.07%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	62,495	Regular	436,163	819,024	382,861	53.25%
		UNALLOTTED	0		0	0	0	0.00%
408		Sum:	\$1,511,131		\$10,927,792	\$15,333,470	\$4,405,678	71.27%
409	DIXON CORRECTIONAL INSTI	SALARIES	1,925,542	Regular	17,114,482	22,868,907	5,754,425	74.84%
		RELATED BENEFITS	940,917	Regular	8,298,674	12,430,271	4,131,597	66.76%
		OTHER COMPENSATION	46,376	Regular	578,359	115,225	(463,134)	501.94%
		TRAVEL & TRAINING	0		0	1,777	1,777	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	105,266	Regular	916,591	1,416,735	500,144	64.70%
		SUPPLIES	277,781	Regular	2,354,206	3,808,007	1,453,801	61.82%
		PROFESSIONAL SERVICES	195,740	Regular	1,603,867	3,032,000	1,428,133	52.90%
		OTHER CHARGES	(104)		(3,932)	0	3,932	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	60,354	Regular	1,972,759	2,591,160	618,401	76.13%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	136,474	136,474	0.00%
		AUXILIARY PROGRAM	125,523	Regular	784,252	1,587,191	802,939	49.41%
		UNALLOTTED	0		0	0	0	0.00%
409		Sum:	\$3,677,394		\$33,619,259	\$47,987,747	\$14,368,488	70.06%
413	ELAYN HUNT CORRECTIONAL	SALARIES	2,392,969	Regular	21,453,059	32,520,314	11,067,255	65.97%
		RELATED BENEFITS	1,038,790	Regular	9,102,915	15,172,128	6,069,213	60.00%
		OTHER COMPENSATION	28,669	Regular	217,174	411,834	194,660	52.73%
		TRAVEL & TRAINING	0		(401)	3,772	4,173	-10.64%
		OPERATING SERVICES	206,268	Regular	1,406,000	2,464,566	1,058,566	57.05%
		SUPPLIES	655,793	Regular	5,946,413	8,916,153	2,969,740	66.69%
		PROFESSIONAL SERVICES	17,037	Regular	81,925	190,761	108,836	42.95%
		OTHER CHARGES	(1,071)		(3,898)	0	3,898	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	55,292	Regular	4,246,377	4,800,759	554,382	88.45%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	129,817	Regular	950,091	1,612,484	662,393	58.92%
		UNALLOTTED	0		0	0	0	0.00%
413		Sum:	\$4,523,564		\$43,399,652	\$66,092,771	\$22,693,119	65.66%
414	DAVID WADE CORRECTIONAL	SALARIES	1,331,579	Regular	12,185,544	15,528,217	3,342,673	78.47%
		RELATED BENEFITS	586,550	Regular	5,342,003	7,913,931	2,571,928	67.50%
		OTHER COMPENSATION	32,803	Regular	258,328	69,719	(188,609)	370.53%
		TRAVEL & TRAINING	0		2,527	4,018	1,491	62.89%
		OPERATING SERVICES	8,474	Regular	518,816	990,292	471,476	52.39%
		SUPPLIES	150,245	Regular	1,656,253	2,369,247	712,994	69.91%
		PROFESSIONAL SERVICES	19,989	Regular	164,456	243,238	78,782	67.61%
		OTHER CHARGES	(500)		(5,480)	0	5,480	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	26,576	Regular	1,507,526	1,611,477	103,951	93.55%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	9,817	Regular	423,959	1,357,852	933,893	31.22%
		UNALLOTTED	0		0	0	0	0.00%
414		Sum:	\$2,165,534		\$22,053,931	\$30,087,991	\$8,034,060	73.30%
415	ADULT PROBATION AND PAROLE	SALARIES	3,247,683	Regular	32,975,763	42,801,496	9,825,733	77.04%
		RELATED BENEFITS	1,817,507	Regular	16,061,061	23,405,179	7,344,118	68.62%
		OTHER COMPENSATION	75,336	Regular	703,609	85,918	(617,691)	818.93%
		TRAVEL & TRAINING	3,497	Regular	142,663	197,110	54,447	72.38%
		OPERATING SERVICES	377,429	Regular	2,377,986	4,053,436	1,675,450	58.67%
		SUPPLIES	229,164	Regular	1,930,111	2,515,113	585,002	76.74%
		PROFESSIONAL SERVICES	93,448	Regular	640,398	1,292,526	652,128	49.55%
		OTHER CHARGES	8,581	Regular	42,109	300,000	257,891	14.04%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	69,991	Regular	3,204,544	3,703,477	498,933	86.53%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		2,580	0	(2,580)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
415		Sum:	\$5,922,635		\$58,080,823	\$78,354,255	\$20,273,432	74.13%
416	RAYBURN CORRECTIONAL CENTER	SALARIES	1,195,077	Regular	10,800,637	14,460,619	3,659,982	74.69%
		RELATED BENEFITS	595,221	Regular	5,130,901	7,677,780	2,546,879	66.83%
		OTHER COMPENSATION	10,395	Regular	112,979	32,297	(80,682)	349.81%
		TRAVEL & TRAINING	0		981	13,124	12,143	7.48%
		OPERATING SERVICES	92,069	Regular	605,508	1,110,249	504,741	54.54%
		SUPPLIES	248,876	Regular	1,557,875	2,373,058	815,183	65.65%
		PROFESSIONAL SERVICES	3,548	Regular	40,464	101,970	61,506	39.68%
		OTHER CHARGES	(62)		(924)	0	924	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	26,432	Regular	1,378,965	1,553,408	174,443	88.77%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		60,930	60,930	0	100.00%
		AUXILIARY PROGRAM	76,998	Regular	555,420	1,293,981	738,561	42.92%
		UNALLOTTED	0		0	0	0	0.00%
416		Sum:	\$2,248,555		\$20,243,737	\$28,677,416	\$8,433,679	70.59%
418	PUB SAFETY OFF OF MGMT &	SALARIES	488,873	Regular	4,448,230	7,477,260	3,029,030	59.49%
		RELATED BENEFITS	352,456	Regular	2,921,043	5,050,280	2,129,237	57.84%
		OTHER COMPENSATION	39,512	Regular	322,766	730,074	407,308	44.21%
		TRAVEL & TRAINING	678	Regular	5,698	74,534	68,836	7.64%
		OPERATING SERVICES	238,390	Regular	774,927	2,790,270	2,015,343	27.77%
		SUPPLIES	23,460	Regular	266,801	473,958	207,157	56.29%
		PROFESSIONAL SERVICES	833	Regular	107,601	172,100	64,500	62.52%
		OTHER CHARGES	377,258	Regular	1,266,401	3,176,413	1,910,012	39.87%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	626,314	Regular	6,015,817	11,433,473	5,417,656	52.62%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
418		Sum:	\$2,147,774		\$16,129,283	\$31,378,362	\$15,249,079	51.40%
419	OFFICE OF STATE POLICE	SALARIES	11,513,348	Regular	104,859,717	154,034,603	49,174,886	68.08%
		RELATED BENEFITS	5,775,917	Regular	57,472,591	75,261,655	17,789,064	76.36%
		OTHER COMPENSATION	539,172	Regular	4,792,998	5,813,520	1,020,522	82.45%
		TRAVEL & TRAINING	16,875	Regular	199,465	1,254,536	1,055,071	15.90%
		OPERATING SERVICES	549,141	Regular	5,133,406	8,315,092	3,181,686	61.74%
		SUPPLIES	356,324	Regular	5,857,980	11,910,916	6,052,936	49.18%
		PROFESSIONAL SERVICES	(29,385)		237,545	629,758	392,213	37.72%
		OTHER CHARGES	239,886	Regular	14,321,220	33,424,453	19,103,233	42.85%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,874,467	Regular	21,519,973	42,756,582	21,236,609	50.33%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
419		Sum:	\$20,835,745		\$214,394,896	\$333,401,115	\$119,006,219	64.31%
420	OFFICE OF MOTOR VEHICLES	SALARIES	1,694,645	Regular	15,278,140	28,264,047	12,985,907	54.06%
		RELATED BENEFITS	1,208,991	Regular	9,849,376	19,078,064	9,228,688	51.63%
		OTHER COMPENSATION	34,342	Regular	298,296	851,030	552,734	35.05%
		TRAVEL & TRAINING	751	Regular	6,934	82,136	75,202	8.44%
		OPERATING SERVICES	276,551	Regular	2,624,074	5,033,716	2,409,642	52.13%
		SUPPLIES	200,993	Regular	1,076,634	2,853,143	1,776,509	37.74%
		PROFESSIONAL SERVICES	359	Regular	1,355	142,286	140,931	0.95%
		OTHER CHARGES	25,662	Regular	483,257	5,884,601	5,401,344	8.21%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,587,401	Regular	8,822,393	14,872,874	6,050,481	59.32%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
420		Sum:	\$5,029,694		\$38,440,459	\$77,061,897	\$38,621,438	49.88%
422	OFFICE OF STATE FIRE MARSHALS	SALARIES	897,653	Regular	8,444,131	10,849,539	2,405,408	77.83%
		RELATED BENEFITS	482,900	Regular	4,186,573	6,558,405	2,371,832	63.84%
		OTHER COMPENSATION	48,188	Regular	400,845	312,576	(88,269)	128.24%
		TRAVEL & TRAINING	7,728	Regular	43,744	197,000	153,256	22.21%
		OPERATING SERVICES	70,390	Regular	556,373	1,151,202	594,829	48.33%
		SUPPLIES	36,861	Regular	200,911	432,417	231,506	46.46%
		PROFESSIONAL SERVICES	(5,759)		8,704	7,219	(1,485)	120.57%
		OTHER CHARGES	21,636	Regular	2,117,439	3,320,629	1,203,190	63.77%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	231,766	Regular	3,365,284	3,410,186	44,902	98.68%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
422		Sum:	\$1,791,364		\$19,324,003	\$26,239,173	\$6,915,170	73.65%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
423	LOUISIANA GAMING CONTROL	SALARIES	12,721	Regular	111,095	224,203	113,108	49.55%
		RELATED BENEFITS	9,143	Regular	75,219	146,765	71,546	51.25%
		OTHER COMPENSATION	22,807	Regular	209,548	281,484	71,936	74.44%
		TRAVEL & TRAINING	796	Regular	7,601	29,389	21,788	25.86%
		OPERATING SERVICES	11,602	Regular	26,008	44,692	18,684	58.19%
		SUPPLIES	732	Regular	3,428	31,389	27,961	10.92%
		PROFESSIONAL SERVICES	6,243	Regular	22,623	66,717	44,095	33.91%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	929	Regular	61,832	103,990	42,158	59.46%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
423		Sum:	\$64,972		\$517,355	\$928,629	\$411,274	55.71%
424	LIQUEFIED PETROLEUM GAS	SALARIES	55,841	Regular	477,735	717,008	239,273	66.63%
		RELATED BENEFITS	31,746	Regular	262,715	373,726	111,011	70.30%
		OTHER COMPENSATION	500	Regular	1,000	81,339	80,339	1.23%
		TRAVEL & TRAINING	0		541	35,000	34,459	1.55%
		OPERATING SERVICES	1,423	Regular	10,430	24,556	14,126	42.48%
		SUPPLIES	438	Regular	4,458	6,300	1,842	70.77%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		4,657	73,412	68,755	6.34%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	775	Regular	189,416	230,838	41,422	82.06%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
424		Sum:	\$90,722		\$950,952	\$1,542,179	\$591,227	61.66%
425	LA. HIGHWAY SAFETY COMM	SALARIES	72,462	Regular	650,435	1,008,063	357,628	64.52%
		RELATED BENEFITS	46,782	Regular	393,205	603,445	210,240	65.16%
		OTHER COMPENSATION	1,643	Regular	18,017	40,000	21,983	45.04%
		TRAVEL & TRAINING	0		435	104,361	103,926	0.42%
		OPERATING SERVICES	654	Regular	15,681	49,359	33,678	31.77%
		SUPPLIES	197	Regular	1,335	69,468	68,133	1.92%
		PROFESSIONAL SERVICES	224,129	Regular	966,160	4,177,050	3,210,890	23.13%
		OTHER CHARGES	141,258	Regular	3,543,451	15,901,974	12,358,523	22.28%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	4,199	Regular	61,474	1,707,213	1,645,739	3.60%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
425		Sum:	\$491,323		\$5,650,194	\$23,660,933	\$18,010,739	23.88%
431	NATURAL RESRCS - OFF OF SE	SALARIES	190,354	Regular	1,719,585	2,813,807	1,094,222	61.11%
		RELATED BENEFITS	153,894	Regular	1,314,688	2,155,910	841,222	60.98%
		OTHER COMPENSATION	1,048	Regular	19,049	29,640	10,591	64.27%
		TRAVEL & TRAINING	250	Regular	1,798	50,882	49,084	3.53%
		OPERATING SERVICES	1,053,871	Regular	6,834,701	10,962,349	4,127,648	62.35%
		SUPPLIES	257	Regular	6,094	84,509	78,415	7.21%
		PROFESSIONAL SERVICES	5,000	Regular	35,245	106,977	71,732	32.95%
		OTHER CHARGES	9,755	Regular	428,005	1,503,363	1,075,358	28.47%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	52,709	Regular	1,162,770	3,231,291	2,068,521	35.98%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	50,000	50,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
431		Sum:	\$1,467,138		\$11,521,935	\$20,988,728	\$9,466,793	54.90%
432	OFFICE OF CONSERVATION	SALARIES	783,223	Regular	7,189,048	10,787,228	3,598,180	66.64%
		RELATED BENEFITS	474,689	Regular	4,104,829	6,657,598	2,552,769	61.66%
		OTHER COMPENSATION	7,299	Regular	61,864	150,751	88,887	41.04%
		TRAVEL & TRAINING	0		9,745	184,535	174,790	5.28%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	13,011	Regular	159,132	539,140	380,008	29.52%
		SUPPLIES	12,762	Regular	75,133	347,819	272,686	21.60%
		PROFESSIONAL SERVICES	300	Regular	28,637	152,243	123,606	18.81%
		OTHER CHARGES	0		0	249,035	249,035	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	468,256	Regular	2,217,215	4,707,566	2,490,351	47.10%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		25,689	65,128	39,439	39.44%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
432		Sum:	\$1,759,539		\$13,871,292	\$23,841,043	\$9,969,751	58.18%
434	OFFICE OF MINERAL RESOUR	SALARIES	242,445	Regular	2,288,870	3,871,480	1,582,610	59.12%
		RELATED BENEFITS	173,643	Regular	1,519,525	2,669,050	1,149,525	56.93%
		OTHER COMPENSATION	2,020	Regular	11,497	51,939	40,442	22.13%
		TRAVEL & TRAINING	0		1,993	100,193	98,200	1.99%
		OPERATING SERVICES	10,482	Regular	119,339	227,095	107,756	52.55%
		SUPPLIES	2,288	Regular	5,441	17,119	11,678	31.78%
		PROFESSIONAL SERVICES	46,015	Regular	67,515	191,559	124,044	35.25%
		OTHER CHARGES	0		0	23,000	23,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	57,218	Regular	1,755,419	2,044,534	289,115	85.86%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	17,050	17,050	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
434		Sum:	\$534,111		\$5,769,600	\$9,213,019	\$3,443,419	62.62%
435	OFFICE OF COASTAL MANAGE	SALARIES	242,598	Regular	2,111,446	3,228,451	1,117,005	65.40%
		RELATED BENEFITS	133,235	Regular	1,145,817	1,834,822	689,005	62.45%
		OTHER COMPENSATION	1,040	Regular	7,984	32,614	24,630	24.48%
		TRAVEL & TRAINING	0		78	40,000	39,922	0.19%
		OPERATING SERVICES	2,797	Regular	24,452	86,399	61,947	28.30%
		SUPPLIES	1,273	Regular	8,050	74,291	66,241	10.84%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	53,962	Regular	143,859	502,165	358,306	28.65%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	38,995	Regular	340,264	5,817,625	5,477,361	5.85%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
435		Sum:	\$473,899		\$3,781,950	\$11,616,367	\$7,834,417	32.56%
440	OFFICE OF REVENUE	SALARIES	2,855,011	Regular	26,081,943	39,889,978	13,808,035	65.38%
		RELATED BENEFITS	1,969,392	Regular	16,433,062	26,874,750	10,441,688	61.15%
		OTHER COMPENSATION	105,446	Regular	970,730	1,718,388	747,658	56.49%
		TRAVEL & TRAINING	7,390	Regular	42,641	1,007,068	964,427	4.23%
		OPERATING SERVICES	259,478	Regular	1,732,708	6,104,415	4,371,707	28.38%
		SUPPLIES	9,297	Regular	116,917	387,211	270,294	30.19%
		PROFESSIONAL SERVICES	53,375	Regular	438,304	1,745,949	1,307,645	25.10%
		OTHER CHARGES	42,288	Regular	416,291	992,843	576,552	41.93%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	396,370	Regular	18,151,538	36,311,871	18,160,333	49.99%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	28,166	Regular	301,667	716,113	414,446	42.13%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
440		Sum:	\$5,726,214		\$64,685,801	\$115,748,586	\$51,062,785	55.88%
451	LOCAL HOUSING ST ADULT OR	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	13,595,382	Regular	93,120,511	134,341,351	41,220,840	69.32%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	12,486	12,486	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
451		Sum:	\$13,595,382		\$93,120,511	\$134,353,837	\$41,233,326	69.31%
452	LOCAL HOUSING ST JUVENILE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	107,170	Regular	888,718	1,515,114	626,396	58.66%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	1,646	1,646	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
452		Sum:	\$107,170		\$888,718	\$1,516,760	\$628,042	58.59%
474	WORKFORCE SUPPORT & TRA	SALARIES	3,282,281	Regular	28,821,756	48,242,732	19,420,976	59.74%
		RELATED BENEFITS	2,401,176	Regular	19,314,898	34,384,689	15,069,791	56.17%
		OTHER COMPENSATION	211,101	Regular	1,690,878	2,791,339	1,100,461	60.58%
		TRAVEL & TRAINING	11,585	Regular	79,052	940,165	861,113	8.41%
		OPERATING SERVICES	773,449	Regular	6,988,601	14,224,713	7,236,112	49.13%
		SUPPLIES	28,370	Regular	232,383	881,734	649,351	26.36%
		PROFESSIONAL SERVICES	136,494	Regular	2,461,966	4,265,410	1,803,444	57.72%
		OTHER CHARGES	12,886,140	Regular	121,461,935	170,226,909	48,764,974	71.35%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	642,569	Regular	11,730,579	15,384,877	3,654,298	76.25%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		423	0	(423)	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
474		Sum:	\$20,373,165		\$192,782,471	\$291,342,568	\$98,560,097	66.17%
511	WILDLIFE & FISHERIES MGM	SALARIES	193,814	Regular	1,729,902	2,636,454	906,552	65.61%
		RELATED BENEFITS	148,274	Regular	1,193,535	2,084,185	890,650	57.27%
		OTHER COMPENSATION	3,250	Regular	42,612	38,376	(4,236)	111.04%
		TRAVEL & TRAINING	0		0	6,655	6,655	0.00%
		OPERATING SERVICES	107,663	Regular	931,142	1,487,426	556,284	62.60%
		SUPPLIES	1,878	Regular	23,423	96,147	72,724	24.36%
		PROFESSIONAL SERVICES	102	Regular	353	68,767	68,414	0.51%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	97,832	Regular	2,718,073	4,815,602	2,097,529	56.44%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	800	Regular	800	5,400	4,600	14.81%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
511		Sum:	\$553,613		\$6,639,839	\$11,239,012	\$4,599,173	59.08%
512	WILDLIFE& FISHERIES OFF O	SALARIES	1,481,053	Regular	13,798,476	19,417,270	5,618,794	71.06%
		RELATED BENEFITS	1,022,045	Regular	8,593,221	14,109,229	5,516,008	60.90%
		OTHER COMPENSATION	10,910	Regular	91,195	171,418	80,223	53.20%
		TRAVEL & TRAINING	0		15,116	183,003	167,887	8.26%
		OPERATING SERVICES	71,655	Regular	672,989	1,100,779	427,790	61.14%
		SUPPLIES	83,759	Regular	676,669	1,441,931	765,262	46.93%
		PROFESSIONAL SERVICES	72	Regular	341	68,328	67,987	0.50%
		OTHER CHARGES	0		0	226,465	226,465	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	21,554	Regular	1,439,205	2,293,586	854,381	62.75%
		MAJOR REPAIRS	3,437	Regular	20,575	133,812	113,237	15.38%
		CAPITAL OUTLAY	2,013	Regular	331,855	1,397,003	1,065,148	23.75%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
512		Sum:	\$2,696,499		\$25,639,643	\$40,542,824	\$14,903,181	63.24%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
513	OFFICE OF WILDLIFE	SALARIES	894,848	Regular	8,440,966	13,117,765	4,676,799	64.35%
		RELATED BENEFITS	647,524	Regular	5,517,281	9,486,315	3,969,034	58.16%
		OTHER COMPENSATION	52,626	Regular	630,520	1,190,249	559,729	52.97%
		TRAVEL & TRAINING	3,135	Regular	22,113	178,804	156,691	12.37%
		OPERATING SERVICES	116,206	Regular	1,049,172	2,416,763	1,367,591	43.41%
		SUPPLIES	106,566	Regular	836,543	3,095,807	2,259,264	27.02%
		PROFESSIONAL SERVICES	97,120	Regular	478,683	2,073,959	1,595,276	23.08%
		OTHER CHARGES	765,237	Regular	2,582,547	10,007,024	7,424,477	25.81%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	38,488	Regular	2,101,258	3,001,310	900,052	70.01%
		MAJOR REPAIRS	669,287	Regular	1,778,189	8,287,423	6,509,234	21.46%
		CAPITAL OUTLAY	46,338	Regular	483,364	5,072,100	4,588,736	9.53%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
513		Sum:	\$3,437,374		\$23,920,636	\$57,927,519	\$34,006,883	41.29%
514	OFFICE OF FISHERIES	SALARIES	960,956	Regular	8,699,827	13,687,953	4,988,126	63.56%
		RELATED BENEFITS	663,528	Regular	5,530,410	10,009,223	4,478,813	55.25%
		OTHER COMPENSATION	20,059	Regular	198,967	1,093,958	894,991	18.19%
		TRAVEL & TRAINING	508	Regular	2,925	134,912	131,987	2.17%
		OPERATING SERVICES	86,223	Regular	1,844,530	6,160,735	4,316,205	29.94%
		SUPPLIES	249,608	Regular	1,992,415	4,631,361	2,638,946	43.02%
		PROFESSIONAL SERVICES	73,797	Regular	1,405,858	2,417,943	1,012,085	58.14%
		OTHER CHARGES	255,818	Regular	1,103,054	10,313,229	9,210,175	10.70%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,766	Regular	831,331	1,369,853	538,522	60.69%
		MAJOR REPAIRS	22,268	Regular	198,027	1,063,475	865,448	18.62%
		CAPITAL OUTLAY	49,609	Regular	264,152	1,919,451	1,655,299	13.76%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
514		Sum:	\$2,384,141		\$22,071,496	\$52,802,093	\$30,730,597	41.80%
560	STATE CIVIL SERVICE	SALARIES	548,242	Regular	4,870,005	7,359,503	2,489,498	66.17%
		RELATED BENEFITS	280,779	Regular	2,745,538	4,388,714	1,643,176	62.56%
		OTHER COMPENSATION	2,500	Regular	24,130	93,509	69,379	25.81%
		TRAVEL & TRAINING	1,816	Regular	9,952	40,737	30,785	24.43%
		OPERATING SERVICES	16,738	Regular	295,453	469,458	174,005	62.93%
		SUPPLIES	270	Regular	6,663	18,990	12,327	35.09%
		PROFESSIONAL SERVICES	1,000	Regular	5,975	30,000	24,025	19.92%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	38,900	Regular	545,040	919,552	374,512	59.27%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	4,413	Regular	20,054	27,274	7,220	73.53%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
560		Sum:	\$894,658		\$8,522,810	\$13,347,737	\$4,824,927	63.85%
561	MUNIC FIRE POLICE CIVIL SE	SALARIES	104,108	Regular	887,600	1,354,204	466,604	65.54%
		RELATED BENEFITS	52,638	Regular	505,058	802,599	297,541	62.93%
		OTHER COMPENSATION	0		597	0	(597)	0.00%
		TRAVEL & TRAINING	800	Regular	3,068	20,183	17,115	15.20%
		OPERATING SERVICES	13,263	Regular	96,384	203,299	106,915	47.41%
		SUPPLIES	453	Regular	5,764	22,534	16,770	25.58%
		PROFESSIONAL SERVICES	0		0	15,000	15,000	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	999	Regular	40,743	110,985	70,242	36.71%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		633	2,325	1,692	27.22%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
561		Sum:	\$172,260		\$1,539,847	\$2,531,129	\$991,282	60.84%
562	ETHICS ADMINISTRATION	SALARIES	182,057	Regular	1,620,080	2,313,745	693,665	70.02%
		RELATED BENEFITS	96,622	Regular	886,223	1,327,627	441,404	66.75%
		OTHER COMPENSATION	3,840	Regular	22,434	52,278	29,844	42.91%
		TRAVEL & TRAINING	2,322	Regular	14,445	34,778	20,333	41.53%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	4,414	Regular	90,652	229,851	139,199	39.44%
		SUPPLIES	2,447	Regular	5,600	19,286	13,686	29.03%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	199	Regular	1,394	21,000	19,606	6.64%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	16,399	Regular	213,765	700,911	487,146	30.50%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
562		Sum:	\$308,299		\$2,854,592	\$4,699,476	\$1,844,884	60.74%
563	STATE POLICE COMMISSION	SALARIES	18,120	Regular	162,655	235,562	72,907	69.05%
		RELATED BENEFITS	7,258	Regular	62,009	101,902	39,893	60.85%
		OTHER COMPENSATION	450	Regular	2,325	6,300	3,975	36.90%
		TRAVEL & TRAINING	137	Regular	1,445	9,000	7,555	16.06%
		OPERATING SERVICES	289	Regular	8,398	12,900	4,502	65.10%
		SUPPLIES	329	Regular	1,875	7,000	5,125	26.78%
		PROFESSIONAL SERVICES	8,325	Regular	82,810	149,075	66,265	55.55%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,922	Regular	82,925	156,809	73,884	52.88%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
563		Sum:	\$41,830		\$404,441	\$678,548	\$274,107	59.60%
565	BOARD OF TAX APPEALS	SALARIES	49,686	Regular	440,877	623,257	182,380	70.74%
		RELATED BENEFITS	25,426	Regular	239,433	396,910	157,477	60.32%
		OTHER COMPENSATION	11,176	Regular	100,136	174,514	74,378	57.38%
		TRAVEL & TRAINING	875	Regular	12,623	41,864	29,241	30.15%
		OPERATING SERVICES	1,113	Regular	10,929	50,971	40,042	21.44%
		SUPPLIES	329	Regular	2,734	16,877	14,143	16.20%
		PROFESSIONAL SERVICES	4,500	Regular	32,141	75,000	42,859	42.85%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	14,259	Regular	126,801	193,811	67,010	65.42%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
565		Sum:	\$107,364		\$965,674	\$1,573,204	\$607,530	61.38%
600	LSU BOARD OF SUPERVISORS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	1,003,213,816	1,003,213,816	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
600		Sum:	\$0		\$0	\$1,003,213,816	\$1,003,213,816	0.00%
610	LA HEALTH CARE SERVICES D	SALARIES	0		0	15,190,122	15,190,122	0.00%
		RELATED BENEFITS	0		0	24,893,663	24,893,663	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	12,291	12,291	0.00%
		OPERATING SERVICES	0		0	4,481,685	4,481,685	0.00%
		SUPPLIES	0		0	4,457,651	4,457,651	0.00%
		PROFESSIONAL SERVICES	0		0	1,833,086	1,833,086	0.00%
		OTHER CHARGES	0		0	11,439,740	11,439,740	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	791,087	791,087	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	380,459	380,459	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
610		Sum:	\$0		\$0	\$63,479,784	\$63,479,784	0.00%
615	SOUTHERN UNIV-BD OF SUPER	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	155,459,017	155,459,017	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
615		Sum:	\$0		\$0	\$155,459,017	\$155,459,017	0.00%
620	BD OF SUPRS-UNIV OF LA SYS	SALARIES	114,372	Regular	1,549,814	2,011,000	461,186	77.07%
		RELATED BENEFITS	46,078	Regular	549,871	785,100	235,229	70.04%
		OTHER COMPENSATION	132	Regular	1,596	500	(1,096)	319.20%
		TRAVEL & TRAINING	0		8,336	55,000	46,664	15.16%
		OPERATING SERVICES	17,870	Regular	110,860	228,000	117,140	48.62%
		SUPPLIES	(11,431)		3,163	15,500	12,337	20.41%
		PROFESSIONAL SERVICES	2,324	Regular	22,816	88,407	65,591	25.81%
		OTHER CHARGES	0		0	854,655,069	854,655,069	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	12,292	Regular	325,679	607,460	281,781	53.61%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	4,828	Regular	10,532	25,000	14,468	42.13%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
620		Sum:	\$186,464		\$2,582,669	\$858,471,036	\$855,888,367	0.30%
649	BD OF SUPRS-COMM & TECH	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	292,564,677	292,564,677	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
649		Sum:	\$0		\$0	\$292,564,677	\$292,564,677	0.00%
653	LA SCH FOR DEAF & VISUALL	SALARIES	915,356	Regular	7,678,285	13,174,207	5,495,922	58.28%
		RELATED BENEFITS	545,753	Regular	3,974,919	7,543,601	3,568,682	52.69%
		OTHER COMPENSATION	24,326	Regular	293,483	462,631	169,148	63.44%
		TRAVEL & TRAINING	7,510	Regular	32,277	165,592	133,315	19.49%
		OPERATING SERVICES	131,806	Regular	1,096,851	1,756,619	659,768	62.44%
		SUPPLIES	24,436	Regular	592,790	945,113	352,323	62.72%
		PROFESSIONAL SERVICES	7,000	Regular	36,501	366,371	329,870	9.96%
		OTHER CHARGES	56,041	Regular	713,792	1,347,369	633,577	52.98%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,032	Regular	783,246	939,111	155,865	83.40%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	2,500	2,500	0.00%
		UNALLOTTED	0		0	0	0	0.00%
653		Sum:	\$1,713,258		\$15,202,144	\$26,703,114	\$11,500,970	56.93%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
657	JDL LA SCH MATH SCIENCE &	SALARIES	364,342	Regular	2,961,612	4,970,694	2,009,082	59.58%
		RELATED BENEFITS	146,430	Regular	1,349,015	2,235,610	886,595	60.34%
		OTHER COMPENSATION	8,894	Regular	24,979	89,000	64,021	28.07%
		TRAVEL & TRAINING	0		569	7,600	7,031	7.49%
		OPERATING SERVICES	34,056	Regular	241,982	380,956	138,974	63.52%
		SUPPLIES	37,385	Regular	107,649	571,800	464,151	18.83%
		PROFESSIONAL SERVICES	2,060	Regular	38,476	39,090	614	98.43%
		OTHER CHARGES	21,264	Regular	122,475	787,505	665,030	15.55%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	78,000	Regular	352,477	441,873	89,396	79.77%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
657		Sum:	\$692,432		\$5,199,233	\$9,524,128	\$4,324,895	54.59%
658	THRIVE ACADEMY	SALARIES	180,931	Regular	1,589,039	2,337,716	748,677	67.97%
		RELATED BENEFITS	79,735	Regular	637,882	957,657	319,775	66.61%
		OTHER COMPENSATION	76,441	Regular	486,205	982,676	496,471	49.48%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	183,013	Regular	1,604,726	2,139,815	535,089	74.99%
		SUPPLIES	41,298	Regular	203,383	371,297	167,914	54.78%
		PROFESSIONAL SERVICES	2,993	Regular	35,047	130,555	95,508	26.84%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		105,855	136,861	31,006	77.34%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
658		Sum:	\$564,412		\$4,662,137	\$7,056,577	\$2,394,440	66.07%
662	LA EDUCATIONAL TV AUTHOR	SALARIES	289,229	Regular	2,570,135	4,191,849	1,621,714	61.31%
		RELATED BENEFITS	185,310	Regular	1,482,577	2,504,412	1,021,835	59.20%
		OTHER COMPENSATION	7,184	Regular	12,550	8,888	(3,662)	141.20%
		TRAVEL & TRAINING	0		845	1,207	362	70.03%
		OPERATING SERVICES	142,691	Regular	1,111,187	1,635,202	524,015	67.95%
		SUPPLIES	4,952	Regular	35,162	65,517	30,355	53.67%
		PROFESSIONAL SERVICES	0		20,380	43,375	22,995	46.99%
		OTHER CHARGES	0		504,995	616,703	111,708	81.89%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,212	Regular	259,314	367,464	108,150	70.57%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
662		Sum:	\$630,578		\$5,997,144	\$9,434,617	\$3,437,473	63.57%
666	BR ELEMENTARY & SECONDA	SALARIES	61,637	Regular	547,249	840,782	293,533	65.09%
		RELATED BENEFITS	27,312	Regular	234,395	414,784	180,389	56.51%
		OTHER COMPENSATION	1,679	Regular	23,254	71,310	48,056	32.61%
		TRAVEL & TRAINING	3,342	Regular	13,330	56,307	42,977	23.67%
		OPERATING SERVICES	2,124	Regular	30,076	48,140	18,064	62.48%
		SUPPLIES	629	Regular	5,996	9,500	3,504	63.11%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,110,354	Regular	3,389,837	11,563,802	8,173,965	29.31%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	2,024,632	Regular	3,155,381	11,812,701	8,657,320	26.71%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
666		Sum:	\$3,231,711		\$7,399,519	\$24,817,326	\$17,417,807	29.82%
671	BOARD OF REGENTS	SALARIES	1,165,645	Regular	10,158,809	16,959,697	6,800,888	59.90%
		RELATED BENEFITS	479,499	Regular	4,564,408	7,909,026	3,344,619	57.71%
		OTHER COMPENSATION	21,758	Regular	209,485	282,017	72,532	74.28%
		TRAVEL & TRAINING	819	Regular	24,316	394,009	369,693	6.17%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	705,743	Regular	5,848,641	9,023,114	3,174,473	64.82%
		SUPPLIES	4,217	Regular	59,830	276,387	216,557	21.65%
		PROFESSIONAL SERVICES	169,334	Regular	1,769,715	5,143,570	3,373,855	34.41%
		OTHER CHARGES	102,032,500	Regular	314,566,287	441,739,348	127,173,061	71.21%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	259,629	Regular	2,238,196	3,445,296	1,207,100	64.96%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	24,850	Regular	73,212	139,774	66,562	52.38%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
671		Sum:	\$104,863,994		\$339,512,898	\$485,312,238	\$145,799,340	69.96%
673	N.O. CENTER FOR CREATIVE A	SALARIES	345,680	Regular	3,091,753	4,543,496	1,451,743	68.05%
		RELATED BENEFITS	168,186	Regular	1,293,213	1,879,784	586,571	68.80%
		OTHER COMPENSATION	5,226	Regular	45,127	38,000	(7,127)	118.75%
		TRAVEL & TRAINING	0		5,174	8,547	3,373	60.54%
		OPERATING SERVICES	63,902	Regular	627,601	1,068,991	441,390	58.71%
		SUPPLIES	21,981	Regular	77,904	139,127	61,223	55.99%
		PROFESSIONAL SERVICES	1,039	Regular	63,345	108,965	45,620	58.13%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		410,957	642,770	231,813	63.94%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		2,904	66,069	63,165	4.40%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
673		Sum:	\$606,013		\$5,617,977	\$8,495,749	\$2,877,772	66.13%
678	DOE STATE ACTIVITIES	SALARIES	2,425,450	Regular	20,504,035	30,965,110	10,461,075	66.22%
		RELATED BENEFITS	1,422,720	Regular	12,272,673	18,173,660	5,900,987	67.53%
		OTHER COMPENSATION	238,111	Regular	2,577,348	5,248,133	2,670,785	49.11%
		TRAVEL & TRAINING	41,765	Regular	208,237	3,077,624	2,869,387	6.77%
		OPERATING SERVICES	49,268	Regular	1,852,776	7,269,663	5,416,887	25.49%
		SUPPLIES	3,320	Regular	218,661	1,442,719	1,224,058	15.16%
		PROFESSIONAL SERVICES	3,622,168	Regular	16,568,789	49,476,473	32,907,684	33.49%
		OTHER CHARGES	425,863	Regular	2,542,889	22,501,410	19,958,521	11.30%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	6,975,797	Regular	29,260,536	40,983,458	11,722,922	71.40%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
678		Sum:	\$15,204,462		\$86,005,944	\$179,138,250	\$93,132,306	48.01%
681	SUBGRANTEE ASSISTANCE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	159,137,242	Regular	846,603,269	1,701,221,113	854,617,844	49.76%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	1,446,354	Regular	4,551,260	12,225,688	7,674,428	37.23%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
681		Sum:	\$160,583,596		\$851,154,528	\$1,713,446,801	\$862,292,273	49.67%
682	RECOVERY SCHOOL DISTRICT	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	46,250	Regular	399,068	456,475	57,407	87.42%
		OTHER COMPENSATION	73,183	Regular	650,339	977,140	326,801	66.56%
		TRAVEL & TRAINING	0		169	55,534	55,365	0.30%
		OPERATING SERVICES	47	Regular	8,368	784,794	776,426	1.07%
		SUPPLIES	0		1,465	7,200	5,735	20.35%
		PROFESSIONAL SERVICES	643,639	Regular	4,946,243	34,711,532	29,765,289	14.25%
		OTHER CHARGES	1,214,244	Regular	9,290,424	15,591,599	6,301,175	59.59%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		522,383	647,917	125,534	80.62%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		MAJOR REPAIRS	2,860,199	Regular	17,986,089	100,976,327	82,990,238	17.81%
		CAPITAL OUTLAY	0		0	5,400,000	5,400,000	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
682		Sum:	\$4,837,561		\$33,804,549	\$159,608,518	\$125,803,969	21.18%
695	MINIMUM FOUNDATION PROG	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	310,566,098	Regular	2,565,029,364	3,895,695,015	1,330,665,651	65.84%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
695		Sum:	\$310,566,098		\$2,565,029,364	\$3,895,695,015	\$1,330,665,651	65.84%
697	NON-PUBLIC EDUCATIONAL A	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	17,713	Regular	9,352,148	20,694,779	11,342,631	45.19%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
697		Sum:	\$17,713		\$9,352,148	\$20,694,779	\$11,342,631	45.19%
699	SPECIAL SCHOOL DISTRICTS	SALARIES	291,978	Regular	2,676,974	4,921,682	2,244,708	54.39%
		RELATED BENEFITS	253,548	Regular	2,124,612	3,696,699	1,572,087	57.47%
		OTHER COMPENSATION	19,857	Regular	171,377	45,158	(126,219)	379.51%
		TRAVEL & TRAINING	2,408	Regular	14,855	118,019	103,164	12.59%
		OPERATING SERVICES	3,192	Regular	7,540	64,352	56,812	11.72%
		SUPPLIES	1,869	Regular	15,179	49,637	34,458	30.58%
		PROFESSIONAL SERVICES	1,988	Regular	9,188	208,430	199,243	4.41%
		OTHER CHARGES	0		0	2,743	2,743	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	673	Regular	170,344	651,560	481,216	26.14%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
699		Sum:	\$575,512		\$5,190,070	\$9,758,280	\$4,568,210	53.19%
856	OFF OF ENVIRONMENTAL QU	SALARIES	3,425,837	Regular	31,174,718	45,845,167	14,670,449	68.00%
		RELATED BENEFITS	1,692,893	Regular	16,972,359	26,204,370	9,232,011	64.77%
		OTHER COMPENSATION	19,739	Regular	266,542	211,043	(55,499)	126.30%
		TRAVEL & TRAINING	4,578	Regular	35,961	376,443	340,482	9.55%
		OPERATING SERVICES	139,079	Regular	1,177,215	2,628,472	1,451,257	44.79%
		SUPPLIES	59,211	Regular	371,635	927,354	555,719	40.07%
		PROFESSIONAL SERVICES	334,444	Regular	2,346,598	5,984,254	3,637,656	39.21%
		OTHER CHARGES	2,801,766	Regular	20,647,965	44,110,662	23,462,697	46.81%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	899,275	Regular	9,366,751	18,127,301	8,760,550	51.67%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		172,756	1,307,351	1,134,595	13.21%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
856		Sum:	\$9,376,824		\$82,532,500	\$145,722,417	\$63,189,917	56.64%

Agcy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
901	SALES TAX DEDICATIONS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	259,341	Regular	24,107,994	53,824,235	29,716,241	44.79%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
901		Sum:	\$259,341		\$24,107,994	\$53,824,235	\$29,716,241	44.79%
903	PARISH TRANSPORTATION	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	3,215,148	Regular	22,728,154	46,400,000	23,671,846	48.98%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
903		Sum:	\$3,215,148		\$22,728,154	\$46,400,000	\$23,671,846	48.98%
905	INTERIM EMERGENCY BOARD	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	1,500	1,500	0.00%
		OTHER COMPENSATION	0		0	2,000	2,000	0.00%
		TRAVEL & TRAINING	0		0	1,000	1,000	0.00%
		OPERATING SERVICES	0		0	1,600	1,600	0.00%
		SUPPLIES	0		0	400	400	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	29,211	29,211	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	1,097	1,097	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
905		Sum:	\$0		\$0	\$36,808	\$36,808	0.00%
906	DISTRICT ATTORNEYS & ASSIS	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,547,752	Regular	22,204,746	33,336,421	11,131,675	66.61%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		661,915	747,360	85,445	88.57%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
906		Sum:	\$2,547,752		\$22,866,661	\$34,083,781	\$11,217,120	67.09%
923	CORRECTIONS DEBT SERVICE	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		1,948,162	5,114,767	3,166,605	38.09%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
923		Sum:	\$0		\$1,948,162	\$5,114,767	\$3,166,605	38.09%
924	VIDEO DRAW POKER-LOC GO	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		16,400,490	43,579,236	27,178,746	37.63%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
924		Sum:	\$0		\$16,400,490	\$43,579,236	\$27,178,746	37.63%
925	UNCLAIMED PROP LEV FD DEB	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	4,000	Regular	14,895,782	15,000,000	104,218	99.31%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
925		Sum:	\$4,000		\$14,895,782	\$15,000,000	\$104,218	99.31%
928	SUPPLEMENTAL DEPUTY SHE	OTHER CHARGES	3,997,193	Regular	33,201,674	53,716,000	20,514,326	61.81%
928		Sum:	\$3,997,193		\$33,201,674	\$53,716,000	\$20,514,326	61.81%
930	HIGHER ED-DEBT SVC & MAIN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	45,349,361	45,349,361	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
930		Sum:	\$0		\$0	\$45,349,361	\$45,349,361	0.00%
931	ECON DEV-DEBT SVC & COMM	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,160,421	Regular	17,867,146	104,297,582	86,430,436	17.13%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
931		Sum:	\$1,160,421		\$17,867,146	\$104,297,582	\$86,430,436	17.13%
932	TWO PERCENT FIRE INSURAN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	18,340,000	18,340,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
932		Sum:	\$0		\$0	\$18,340,000	\$18,340,000	0.00%
933	GOVER CONF & INTERSTATE C	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		416,697	458,028	41,331	90.98%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	0	0	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
933		Sum:	\$0		\$416,697	\$458,028	\$41,331	90.98%
939	PREPAID WIRELESS TELE 911	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	1,991	Regular	5,890,988	14,125,000	8,234,012	41.71%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
939		Sum:	\$1,991		\$5,890,988	\$14,125,000	\$8,234,012	41.71%
940	PH & MUN-EMERGENCY MEDI	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	0		0	150,000	150,000	0.00%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%

Agy	Agency Name	Expenditure Category	08 Accounting Period February	Expenditure Descriptions	Expended To Date	Total Budgeted	Remaining Budget	Percentage Expended
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
940		Sum:	\$0		\$0	\$150,000	\$150,000	0.00%
941	AGRICULTURE & FORESTRY F	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	(60)		679	0	(679)	0.00%
		OTHER COMPENSATION	(780)		8,880	0	(8,880)	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	2,114,558	Regular	11,698,333	35,053,148	23,354,815	33.37%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
941		Sum:	\$2,113,718		\$11,707,892	\$35,053,148	\$23,345,256	33.40%
945	MISCELLANEOUS STATE AID	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	3,165,311	Regular	312,344,378	364,794,359	52,449,981	85.62%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
945		Sum:	\$3,165,311		\$312,344,378	\$364,794,359	\$52,449,981	85.62%
966	SUP PYMTS TO LAW ENFORM	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	5,857,736	Regular	47,279,697	70,536,083	23,256,386	67.03%
		DEBT SERVICES	0		0	0	0	0.00%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
966		Sum:	\$5,857,736		\$47,279,697	\$70,536,083	\$23,256,386	67.03%
977	DOA DEBT SERVICE AND MAIN	SALARIES	0		0	0	0	0.00%
		RELATED BENEFITS	0		0	0	0	0.00%
		OTHER COMPENSATION	0		0	0	0	0.00%
		TRAVEL & TRAINING	0		0	0	0	0.00%
		OPERATING SERVICES	0		0	0	0	0.00%
		SUPPLIES	0		0	0	0	0.00%
		PROFESSIONAL SERVICES	0		0	0	0	0.00%
		OTHER CHARGES	850,621	Regular	17,809,877	23,879,042	6,069,165	74.58%
		DEBT SERVICES	2,447,602	Regular	51,689,319	97,295,449	45,606,130	53.13%
		IAT	0		0	0	0	0.00%
		MAJOR REPAIRS	0		0	0	0	0.00%
		CAPITAL OUTLAY	0		0	0	0	0.00%
		AUXILIARY PROGRAM	0		0	0	0	0.00%
		UNALLOTTED	0		0	0	0	0.00%
977		Sum:	\$3,298,223		\$69,499,196	\$121,174,491	\$51,675,295	57.35%
		Sum:	\$2,392,305,649		\$18,764,345,752	\$35,356,319,660	\$16,591,973,908	53.07%

**KEY:**

\* There is a week delay in initial and continued claim data from Bureau Labor Statistics. This data is released on Fridays.

^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

--- typically payments do not occur on Saturday but the final numbers can change with any adjustments made by the end of the week.

**Weekly Trust Fund Update**

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
9/5/2020	\$40,624,632.25	\$615,697.13	\$160,391,419.26		24,566	256,184
9/12/2020	\$38,743,318.69	\$2,029,191.66	\$123,677,292.23		16,182	250,244
9/19/2020	\$40,475,397.85	\$1,710,263.15	\$84,912,157.53		14,842	238,724
9/26/2020	\$35,835,929.16	(\$981,193.23)	\$48,095,035.14		16,296	214,860
10/3/2020	\$31,275,433.91	\$1,749,863.67	\$18,569,464.90		13,461	195,223
10/10/2020	\$27,451,459.76	(\$1,354,987.81)	\$0.00	(\$10,236,982.67)	13,577	165,320
10/17/2020	\$23,760,103.10	(\$27,087,095.89)	\$0.00	(\$61,084,181.66)	13,039	146,622
10/24/2020	\$20,467,122.14	\$1,183,413.91	\$0.00	(\$80,367,889.89)	9,943	128,378
10/31/2020	\$22,269,521.25	\$1,386,154.81	\$0.00	(\$101,251,256.33)	8,419	115,350
11/7/2020	\$16,266,367.57	\$14,338,700.70	\$5,577,170.53 ^^	(\$108,756,093.73)	10,045	98,935
11/14/2020	\$14,515,589.51	\$4,333,702.53	\$0.00	(\$118,937,980.71)	43,618	91,023
11/21/2020	\$13,281,553.17	(\$2,023,455.75)	\$0.00	(\$133,460,334.29)	10,045	83,338

**KEY:**

\* There is a week delay in initial and continued claim data from Bureau Labor Statistics. This data is released on Fridays.

^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

--- typically payments do not occur on Saturday but the final numbers can change with any adjustments made by the end of the week.

### Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
11/28/2020	\$11,615,879.75	\$85,470,618.48	\$73,854,738.73	(\$133,460,334.29)	11,780	74,863
12/5/2020	\$11,223,499.06	\$772,884.83	\$63,404,124.50	(\$133,460,334.29)	9,114	75,004
12/12/2020	\$9,983,869.95	(\$751,260.32)	\$52,668,994.23	(\$133,460,334.29)	9,289	66,810
12/19/2020	\$8,823,006.24	\$1,705,279.11	\$45,551,267.10	(\$133,460,334.29)	7,926	64,448
12/26/2020	\$7,886,671.18	\$553,623.11	\$38,218,219.03	(\$133,460,334.29)	8,246	60,641
1/2/2021	\$8,485,145.85	\$9,283,522.91	\$39,016,596.09	(\$133,460,334.29)	25,365	64,404
1/9/2021	\$7,790,034.19	\$1,125,556.17	\$32,352,118.07	(\$133,460,334.29)	20,497	85,773
1/16/2021	\$6,359,294.23	\$46,941.92	\$26,039,765.76	(\$133,460,334.29)	16,340	63,888
1/23/2021	\$5,917,679.70	\$1,229,133.73	\$21,351,219.79	(\$133,460,334.29)	12,004	64,916
1/30/2021	\$6,898,259.38	\$517,770.58	\$14,970,730.99	(\$133,460,334.29)	10,376	65,649
2/6/2021	\$6,809,829.02	\$15,604,543.37	\$23,765,445.34	(\$133,460,334.29)	9,010	60,711
2/13/2021	\$7,608,542.68	\$1,044,383.09	\$17,201,285.75	(\$133,460,334.29)	6,458	54,587

**KEY:**

\* There is a week delay in initial and continued claim data from Bureau Labor Statistics. This data is released on Fridays.

^ Other Activity is the net of combined wage claim reimbursements and taxes and interest collected for that week.

^^ Money comes from 3rd quarter tax collections.

--- typically payments do not occur on Saturday but the final numbers can change with any adjustments made by the end of the week.



### Weekly Trust Fund Update

Week ending	Benefits Paid	Other Activity ^	UI Trust Fund Balance	UI Borrowing Account Balance	Initial Claims*	Continued Claims*
2/20/2021	\$6,233,982.22	\$252,961.79	\$11,220,265.32	(\$133,460,334.29)	6,447	52,721
2/27/2021	\$6,301,861.15	\$574,702.04	\$5,493,106.21	(\$133,460,334.29)	6,981	53,212
3/6/2021	\$6,581,466.60	\$801,833.98	\$0.00	(\$133,746,860.70)	7,100	48,016
**3/12/2021	\$6,702,335.24	\$1,109,951.62	\$0.00	(\$139,339,244.32)	TBD	TBD