



JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-1964

REPRESENTATIVE JEROME ZERINGUE
CHAIRMAN

SENATOR BODI WHITE
VICE-CHAIRMAN

AGENDA

Friday, February 17, 2023
9:30 a.m.
House Chamber

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. Review and approval of Deputy Sheriffs' Back Supplemental Pay in accordance with the provisions of R.S. 40:1667.8
5. Review of an amendment to the software license and maintenance agreement between Louisiana Community and Technical College System (LCTCS) and Instructure, Inc. pursuant to R.S. 39:198(M)
6. Presentation of the Governor's Executive Budget for Fiscal Year 2023-2024 in accordance with the provisions of R.S. 39:37(A)
7. Presentation of the calculation for the expenditure limit for Fiscal Year 2023-2024 in accordance with the provisions of R.S. 39:33.1(A)

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

V. ADJOURNMENT

Any person who does not feel comfortable giving testimony in person may submit a prepared statement in lieu of appearing before the committee:

A. Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

B. Any person who files a prepared statement which contains data or statistical information shall include in such prepared statement sufficient information to identify the source of the data or statistical information. For the purposes of this Paragraph, the term "source" shall mean a publication, website, person, or other source from which the data or statistical information contained in the prepared statement was obtained by the person or persons who prepared the statement.

NOTE: Statements emailed to metoyers@legis.la.gov and received prior to noon on Thursday, February 16, 2023, will be distributed to the committee members prior to the meeting.

JEROME "ZEE" ZERINGUE, CHAIRMAN

PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.

Agenda Item #1

Fiscal Status Statement & Five-Year Base-Line Budget

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
GENERAL FUND FISCAL STATUS STATEMENT
FISCAL YEAR 2022-2023
(\$ in millions)

February 17, 2023

	<u>JANUARY 2023</u>	<u>FEBRUARY 2023</u>	<u>FEBRUARY 2023 Over/(Under) JANUARY 2023</u>
<u>GENERAL FUND REVENUE</u>			
Revenue Estimating Conference - December 15, 2022	\$11,964.700	\$11,964.700	\$0.000
FY 21-22 Revenue Carried Forward into FY 22-23	\$404.875	\$404.875	\$0.000
Total Available General Fund Revenue	\$12,369.575	\$12,369.575	\$0.000
<u>APPROPRIATIONS AND REQUIREMENTS</u>			
Non-Appropriated Constitutional Requirements			
Debt Service	\$435.582	\$435.582	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
Total Non-Appropriated Constitutional Requirements	\$526.905	\$526.905	\$0.000
Appropriations			
General (Act 199 of 2022 RS)	\$10,433.271	\$10,433.271	\$0.000
Ancillary (Act 169 of 2022 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 168 of 2022 RS)	\$174.578	\$174.578	\$0.000
Legislative (Act 198 of 2022 RS)	\$85.778	\$85.778	\$0.000
Capital Outlay (Act 117 of 2022 RS)	\$50.000	\$50.000	\$0.000
Total Appropriations	\$10,743.626	\$10,743.626	\$0.000
Other Requirements			
Funds Bill (Act 167 of 2022 RS)	\$170.500	\$170.500	\$0.000
Total Other Requirements	\$170.500	\$170.500	\$0.000
Total Appropriations and Requirements	\$11,441.031	\$11,441.031	\$0.000
General Fund Revenue Less Appropriations and Requirements	\$928.544	\$928.544	\$0.000

II. FY 2021-2022 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."

FY22 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

FY21 Surplus/(Deficit) 699.220

FY22 General Fund - Direct Revenues:

Actual General Fund Revenues	12,898.930
General Fund - Direct Carryforwards to FY22	183.621
Other Transfers	30.316

Total FY22 General Fund - Direct Revenues 13,112.867

FY22 General Fund - Direct Appropriations & Requirements:

Draws of General Fund - Direct Appropriations	(9,032.262)
General Obligation Debt Service	(432.530)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds for 20-XXX	(75.998)
Transfers to Coastal Protection and Restoration Fund (Z12) - R.S. 49:214.5.4	(12.000)
Transfers per Legislative Acts - Act 448 of 21RS - Hurricane and Storm Risk Reduction System Repayment Fund	(400.000)
Transfers per Legislative Acts - Act 505 of 22RS - Megaprojects Leverage Fund & Construction Subfund of the TTF	(600.000)
Transfers per Legislative Acts - Act 114 of 22RS - Funds Bill - Various Funds	(602.350)
Use of FY21 Surplus	(696.411)
Transfer to Revenue Stabilization Fund (Z25)	(788.478)

Total FY22 General Fund - Direct Appropriations & Requirements (12,730.029)

General Fund Direct Cash Balance 1,082.058

Obligations Against the General Fund Direct Cash Balance:

General Fund - Direct Carryforwards to FY23	(404.875)
Unappropriated Use of FY21 Surplus	(2.809)
FY 22 adjustment completed in FY 23 - Remote Sellers - June 2022 taxes collected in July and distributed to LDR in August	17.628
FY22 adjustments completed in FY 23 - transfer to the Coastal Protection and Restoration Fund (Z12)	(0.725)
FY22 adjustments completed in FY 23 - corrections to various fund reversion amounts	9.415
FY22 LDR audit adjustments completed in FY 23 - sales tax and individual income tax revenues	25.827
FY22 LDR audit adjustments completed in FY 23 - corporate income tax and corporate franchise tax revenues	13.674
FY22 additional transfer to the Revenue Stabilization Fund (Z25) due to audit adjustment to corporate taxes	(13.674)

Total Adjustments (355.538)

Net General Fund Direct Surplus/(Deficit) 726.521

Certification in accordance with R.S. 39:75A(3)(a) \$726,520,516

Notes:

Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Revenue Stabilization Fund (Z25) is \$802.2m.
Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Coastal Protection and Restoration Fund (Z12) is \$12.7m.

III. Current Year Items Requiring Action

IV. Horizon Issues Not Contained in 5-Year Plan

FIVE YEAR BASE LINE PROJECTION STATE GENERAL FUND SUMMARY CONTINUATION

	Official Current Fiscal Year 2022-23	Ensuing Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025	Projected Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027
REVENUES:					
Taxes, Licenses & Fees	\$15,208,500,000	\$14,461,100,000	\$14,545,400,000	\$14,108,600,000	\$14,368,100,000
Less Dedications	(\$3,243,800,000)	(\$3,019,000,000)	(\$3,105,600,000)	(\$3,116,700,000)	(\$3,139,000,000)
TOTAL REC REVENUES	\$11,964,700,000	\$11,442,100,000	\$11,439,800,000	\$10,991,900,000	\$11,229,100,000
ANNUAL REC GROWTH RATE		-4.37%	-0.02%	-3.92%	2.16%
Other Revenues:					
Carry Forward Balances	\$404,874,737	\$0	\$0	\$0	\$0
<i>Total Other Revenue</i>	<i>\$404,874,737</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
TOTAL REVENUES	\$12,369,574,737	\$11,442,100,000	\$11,439,800,000	\$10,991,900,000	\$11,229,100,000
EXPENDITURES:					
General Appropriation Bill (Act 199 of 2022 RS)	\$10,028,395,894	\$10,820,888,699	\$10,787,028,766	\$11,066,220,917	\$11,304,180,950
Ancillary Appropriation Bill (Act 169 of 2022 RS)	\$0	\$0	\$5,731,199	\$11,662,990	\$17,802,394
Non-Appropriated Requirements	\$526,904,967	\$532,442,769	\$550,628,208	\$552,866,588	\$541,140,916
Judicial Appropriation Bill (Act 168 of 2022 RS)	\$174,577,666	\$176,567,800	\$176,567,800	\$176,567,800	\$176,567,800
Legislative Appropriation Bill (Act 198 of 2022 RS)	\$85,777,844	\$85,777,844	\$85,777,844	\$85,777,844	\$85,777,844
Special Acts	\$0	\$0	\$11,853,171	\$11,853,171	\$11,853,171
Capital Outlay Bill (Act 117 of 2022 RS)	\$50,000,000	\$0	\$0	\$0	\$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	\$10,865,656,371	\$11,615,677,112	\$11,617,586,988	\$11,904,949,310	\$12,137,323,075
ANNUAL ADJUSTED GROWTH RATE		6.90%	0.02%	2.47%	1.95%
Other Expenditures:					
Carryforward BA-7s Expenditures	\$404,874,737	\$0	\$0	\$0	\$0
Funds Bills (Act 167 of 2022 RS)	\$170,500,000	\$0	\$0	\$0	\$0
Total Other Expenditures	\$575,374,737	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$11,441,031,108	\$11,615,677,112	\$11,617,586,988	\$11,904,949,310	\$12,137,323,075
PROJECTED BALANCE	\$928,543,629	(\$173,577,112)	(\$177,786,988)	(\$913,049,310)	(\$908,223,075)
Oil Prices included in the REC forecast.	\$89.97	\$79.43	\$72.88	\$71.42	\$70.64

Agenda Item #2

BA-7 Agenda



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 Jerome "Zee" Zeringue
Joint Legislative Committee on the Budget
The Honorable Members of the Joint Legislative Committee on the Budget

From: Alan Boxberger, Interim Legislative Fiscal Officer *AAB*
Evan Brasseaux, Interim Deputy Fiscal Officer *EAB*

Date: February 10, 2023

Subject: Joint Legislative Committee on the Budget
Meeting February 17, 2023

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the February 17th meeting of the Joint Legislative Committee on the Budget.

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

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

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

DEPARTMENT: Executive

AGENDA NO.: 1

AGENCY: Division of Administration

ANALYST: Monique Appeaning

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Executive Administration	\$0	0
Interagency Transfers:	\$0	Community Dev Block Grant	\$1,500,000	0
Self-Generated Revenue:	\$0	Auxiliary Account	\$0	0
Statutory Dedications:	\$1,500,000			
Federal Funds:	\$0			
Total	\$1,500,000	Total	\$1,500,000	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 is to increase Statutory Dedications out of the Political Subdivision Federal Grant Assistance Fund (PSFGAF) for the Division of Administration (DOA) by \$1.5 M. Act 497 of the 2022 Regular Session of the Legislature created the PSFGAF and provided that the fund shall be used for the administration of a program to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Acts (IIJA) (P.L. 117-58). Also, Act 497 stipulates that the program's guidelines shall be subject to approval by the Joint Legislative Committee on the Budget, which has not occurred as of this time.

Contract Between the DOA and LITACorp

Information provided by the DOA reveals that the funds mentioned above (\$1.5 M) are for a contract between the DOA and the Louisiana Infrastructure Technical Assistance Corporation (LITACorp) to administer the program. LITACorp is a new nonprofit organization resulting from a partnership between the Louisiana Municipal Association (LMA) and the Police Jury Association of Louisiana (PJAL). Act 497 provides \$25 M for the fund, of which \$20 M is allocated for match purposes. The remaining \$5M is designated for the annual administrative operations of LITACorp and technical/professional assistance.

LITACorp – Matching Fund Program

LITACorp established a program known as a Matching Funds Program to assist Louisiana communities with meeting the local cost-share requirements established by most, if not all, federal grant programs through the IIJA and other annual grant programs. Communities are directed to complete and submit an application through LITACorp's application portal if they want to participate in the program. LITACorp developed scoring criteria for municipalities and parishes to utilize to prioritize communities with the greatest needs and to deploy technical assistance providers to those communities first before serving more prosperous communities that applied for assistance.

LITACorp Actions Prior to BA-7

Note: Based on discussions with DOA officials, LITACorp moved forward with specific actions because LMA and PJAL funded the expenditures from their respective budgets. A portion of this BA-7 will be used to reimburse those entities.

LITACorp has completed the following actions:

- Hired the Executive Director (October 2022)
- Established the Governing Board - 12 individuals representing local government (6 LMA and 6 PJAL) – to serve on the inaugural board for a one-year term. The cities/parishes represented are Baton Rouge (2), Bossier Parish, Calcasieu Parish, Cheneyville, Gross Tete, Iberia Parish, Jefferson Davis Parish, Leesville, Rayville, Vernon Parish, and Ville Platte.
- Approved Operating Budget (October 2022)

Salaries - \$350,000 (Three positions – Executive Director (\$170,000), Program Manager (up to \$100,000), and Executive Assistant (up to \$80,000))

Fringe Benefits - \$51,600

- \$24,000 (Healthcare allowance for Program Manager and Executive Assistant)
- \$24,000 (Vehicle allowance for Executive Director and Program Manager, \$1,000 monthly allowance per FTE)
- \$3,600 (Cell phone allowance for three (3) FTEs, \$100 per month for cell phone)

Travel/Meetings/Conferences - \$30,000 (Per Diem, mileage, airfare, lodging, rental vehicles, fuel, etc.)

LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

Lease = \$24,000 (Office Space and IT Services in the PJAL Building)
Supplies and Equipment - \$10,000 (Laptops, external monitors, accessories, printing, ink, notepads, pens, etc.)
Logo/PR Materials - \$30,000 (Branding materials and copies)
Accounting Services - \$24,000 (Contracted payroll and audit related services)
Contractual Services - \$970,400 (Strategic planning, grant writing, and related services)
NonProfit Liability Insurance - \$10,000 (Liability Insurance for board and employees)

LITACorp's Other Activities Underway or Planned

Hire Staff – The Executive Director intends to hire two full-time employees, a Program Manager and an Administrative Manager/Executive Assistant, to assist with organizational operations

Establish a Technical Assistance Program – To solicit Letters of Interest (LOIs) from rural and distressed communities that need specific technical assistance services with project development, funding identification, grant preparation, and matching funds applications.

Solicit Professional Services from Subject Matter Experts and Practitioners - To serve as lead technical assistance provider(s) for LITACorp's Technical Assistance Program. The primary deliverables for the selected consultant(s) include, but are not limited to, the following:

- Identify priority projects in pre-determined communities;
- Curate funding resources roadmaps for each priority project, including eligibility, timeline, application components, match requirements, etc.;
- Develop and write grant applications, including all required documentation (ex. Project narrative, budget/budget narratives, resolutions, letters of support, preliminary engineering reports, etc.);
- Assist with grant administration on behalf of pre-determined communities, including quarterly reporting; and
- All other duties as assigned by LITACorp.

Procure Grants Management System – LITACorp is evaluating various grants management systems to collect contact information, LOIs, and matching funds applications from eligible entities throughout the state. Once procured, most of the grants management systems under consideration will require a 45- to 60-day period for setup, testing, and debugging before going live to the public.

Conduct Outreach Activities – To build statewide awareness about the technical assistance services and matching funds program being offered to rural and distressed communities.

Facilitate Government Relations Services – LITACorp's Senior Advisor is based in Washington, DC, and will offer government relations services for participating communities who need specific assistance.

Timeline – LITACorp has an implementation timeline that includes the evaluation of applications for matching funds with a rolling date range of 3/31/23 and the selection of communities for matching funds with a rolling date range of 4/10/23.

II. IMPACT ON FUTURE FISCAL YEARS

A funding need is anticipated for administrative expenses in the out-years. The Legislative Fiscal Office (LFO) assumes the remaining \$3.5 M will be used for future fiscal years. The LFO assumes subsequent legislative action will be requested to appropriate the \$20 M match component.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

The LFO recommends approval but notes the requirement of Act 497 that stipulates that the program's guidelines shall be subject to approval by the Joint Legislative Committee on the Budget has not yet occurred.

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

DEPARTMENT: Culture, Recreation & Tourism

AGENDA NO.: 2

AGENCY: Cultural Development

ANALYST: Chris Henry

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Cultural Development	\$250,000	0
Interagency Transfers:	\$0	Arts	\$425,000	0
Self-Generated Revenue:	\$0	Administrative	\$0	0
Statutory Dedications:	\$0			
Federal Funds:	\$675,000			
Total	\$675,000	Total	\$675,000	0

I. SUMMARY/COMMENTS

The purpose of this BA-7 is to increase Federal Funds budget authority by \$675,000 in the Office of Cultural Development to incorporate \$250,000 in grant funding for the Cultural Development Program from the U.S. Department of the Interior and \$425,000 for the Arts Program from the National Endowment for the Arts. As of February 8, 2023, the agency had \$556,567 or 20% of its federal authority remaining for FY 23.

Cultural Development Program - \$250,000

The Cultural Development Program was awarded a multi-year Heritage Partnership grant by the U.S. Department of the Interior (DOI) in December 2018 to support the preservation of the culture, cultural landscape, and heritage of the Atchafalaya National Heritage Area. Initially, the grant was funded at \$849,770 and subsequently grew from annual supplements to \$1.9 M by July 2021. In August 2022 the amount increased again by \$500,000 bringing the new total to \$2.4 M. According to the agency, \$1.1 M has been spent from the grant since its receipt. The grant requires 1:1 matching state funds fulfilled from in-kind expenditures made by the agency through its existing budget. For FY 23, the agency has requested adding \$250,000 from the August 2022 supplement, of that amount \$33,461 will be allocated to support the agency's operational expenses and the remainder for the following agreements with 24 qualifying subgrantees chosen via a competitive selection process:

Amount	Entity
\$20,000	Friends of Bayou Lafourche (Napoleonville Multi-Trail Connection)
\$15,000	TRAIL (Atakapas Ishak Trail)
\$15,000	LSU Ag Center (Improving Management of Giant Salvinia)
\$15,000	Louisiana Alligator Snapping Turtle Foundation
\$15,000	Immersive Educational Trips
\$15,000	Bouligny Plaza Visitor Information Center
\$12,500	Baton Rouge Wayfinding & Gateway Signage
\$10,000	Pierre Part Belle River Museum
\$10,000	Louisiane Acadie (le Grand Reveill)
\$10,000	Enhancement of Chauvin Sculpture Garden
\$10,000	Acadiana Center for the Arts (Supporting Atchafalaya Creators)
\$ 9,000	University of Louisiana Lafayette Foundation (KRV5 Project)
\$ 9,000	Tunica Biloxi Tribe (Intertribal Basketry Summit)
\$ 7,500	University of Louisiana Lafayette (Center for LA Studies Strategic Plan)
\$ 7,500	Louisiana Folk Roots (Balfa Camp)
\$ 7,500	City of Opelousas (Free People of Color, St. Landry)
\$ 7,304	Bike Trails Connect - City of Morgan City
\$ 4,000	Cajun Coast Welcome Center Interpretive Panels
\$ 3,500	True Friends Society (Maison Creole de Freetown virtual tour)
\$ 3,500	City of Morgan City (Virtual Walking Tour)
\$ 3,200	Avoyelles Commission on Tourism (Bike Stations)
\$ 3,035	Opelousas Le Vieux Village Interpretive Signage
\$ 2,500	New Acadia Project
\$ 1,500	Arts Council of Pointe Coupee (Treasures of Pointe Coupee)
\$216,539	Total

February 17, 2023

LEGISLATIVE FISCAL OFFICE ANALYSIS OF BA-7 REQUEST

Arts Program - \$425,000

The Arts Program was awarded a two-year \$795,700 National Endowment for the Arts (NEA) Promotion of the Arts Partnership Grant in July 2020. In August 2021, the grant increased by \$809,800 resulting from the American Rescue Plan Act of 2021 bringing the new total to \$1,605,500. No state matching funds are required for this grant. The grant's purpose is to support and promote the arts in the wake of the COVID-19 pandemic. In April 2022, the agency was granted an extension to continue expending the remainder of the funds until June 30, 2023. If approved, this BA-7 will add to existing budget authority allowing the Arts Program to expend the remaining grant funds. According to the agency, \$1.2 M has been spent from the grant since its receipt. The agency plans to expend the remaining funds through payments of \$7,500 to 22 arts organizations totaling \$165,000 and to bolster partnerships with the 9 Regional Arts Councils totaling \$274,800 as detailed below:

Amount	Arts Organization
\$7,500	Arts and Humanities Council for Avoyelles (Marksville)
\$7,500	Arts Council of Pointe Coupee (New Roads)
\$7,500	ArtSpot Productions (New Orleans)
\$7,500	Centre for the Arts (New Roads)
\$7,500	City Park Players (Alexandria)
\$7,500	Cuba NOLA Arts Collective (New Orleans)
\$7,500	Hammond Regional Arts Council (Hammond)
\$7,500	Iberia Performing Arts League (New Iberia)
\$7,500	Inter City Row Modern Dance Company (Shreveport)
\$7,500	Lake Charles Little Theatre (Lake Charles)
\$7,500	Le Petit Theatre de Terrebonne (Houma)
\$7,500	Make Music NOLA (New Orleans)
\$7,500	Melange Dance Company (New Orleans)
\$7,500	Monroe Symphony Orchestra (Monroe)
\$7,500	Moscow Nights, Inc. (Avondale)
\$7,500	New Orleans Arts and Cultural Host Committee (New Orleans)
\$7,500	North Central Louisiana Arts Council (Ruston)
\$7,500	NUNU Arts and Culture Collective (Arnaudville)
\$7,500	The Centennial Cultural Center, Inc (Olla)
\$7,500	The Ella Project (New Orleans)
\$7,500	Theatre of the Performing Arts of Shreveport (Shreveport)
\$7,500	<u>Twin City Art Foundation (Monroe)</u>
\$165,000	Total

Amount	Regional Arts Council
\$69,800	Arts & Humanities Council of Southwest Louisiana
\$50,000	Bayou Regional Arts Council
\$25,000	Arts Council of Greater Baton Rouge
\$25,000	Arts Council of New Orleans
\$25,000	St. Tammany Foundation
\$20,000	Acadiana Center for the Arts
\$20,000	Arts Council of Central Louisiana
\$20,000	Shreveport Regional Arts Council (<i>Paid in January</i>)
<u>\$20,000</u>	<u>Northeast Louisiana Arts Council</u>
\$274,800	Total

II. IMPACT ON FUTURE FISCAL YEARS

Federal funding in the Cultural Development Program from the U.S. DOI Heritage Partnership grant expires in October 2024. If the department expends all \$250,000 included in this request during FY 23, the remaining balance of \$250,000 from the supplemented funds would be available for use in future fiscal years. The Legislative Fiscal Office anticipates the Governor's FY 24 Executive Budget recommendation will incorporate the remaining balance for expenditure before its expiration.

III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION

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

JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
BA-7 AGENDA
February, 2023


A. Fiscal Status Statement

B. 5-Year Base Line Projection

C. Regular BA-7s

- | | | |
|---|------|--|
| 1 | EXEC | Executive Department
(01-107) Division of Administration |
| 2 | CRT | Department of Culture, Recreation and Tourism
(06-265) Office of Cultural Development |

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

DEPARTMENT: EXECUTIVE			FOR OPB USE ONLY			
AGENCY: Division of Administration			OPB LOG NUMBER 144R		AGENDA NUMBER 1	
SCHEDULE NUMBER: 01-107			Approval and Authority:			
SUBMISSION DATE: January 26, 2023						
AGENCY BA-7 NUMBER: R4						
HEAD OF BUDGET UNIT: Jay Dardenne						
TITLE: Commissioner of Administration						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING		CURRENT FY 2022-2023	ADJUSTMENT (+) or (-)		REVISED FY 2022-2023	
GENERAL FUND BY:						
DIRECT		\$61,531,957	\$0		\$61,531,957	
INTERAGENCY TRANSFERS		\$72,079,062	\$0		\$72,079,062	
FEES & SELF-GENERATED		\$43,476,459	\$0		\$43,476,459	
Regular Fees & Self-generated		\$43,476,459	\$0		\$43,476,459	
Subtotal of Fund Accounts from Page 2		\$0	\$0		\$0	
STATUTORY DEDICATIONS		\$111,630,000	\$1,500,000		\$113,130,000	
Energy Performance Contract Fund (V26)		\$30,000	\$0		\$30,000	
State Emergency Response Fund (V29)		\$100,000	\$0		\$100,000	
Subtotal of Dedications from Page 2		\$111,500,000	\$1,500,000		\$113,000,000	
FEDERAL		\$626,164,816	\$0		\$626,164,816	
TOTAL		\$914,882,294	\$1,500,000		\$916,382,294	
AUTHORIZED POSITIONS		509	0		509	
AUTHORIZED OTHER CHARGES		42	0		42	
NON-TO FTE POSITIONS		5	0		5	
TOTAL POSITIONS		556	0		556	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Executive Administration	\$238,331,414	415	\$1,500,000	0	\$239,831,414	415
CDBG	\$640,190,136	129	\$0	0	\$640,190,136	129
Auxiliary	\$36,360,744	12	\$0	0	\$36,360,744	12
	\$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
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$914,882,294	556	\$1,500,000	0	\$916,382,294	556

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

DEPARTMENT: EXECUTIVE	FOR OPB USE ONLY	
AGENCY: Division of Administration	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 01-107		
SUBMISSION DATE: January 26, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: R4		

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 2022-2023	ADJUSTMENT (+) or (-)	REVISED FY 2022-2023
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
Granting Unserved Municipalities Broadband Opportunities Fund (V45)	\$90,000,000	\$0	\$90,000,000
Engineering Fees Subfund within the Water Sector Fund (V56)	\$5,000,000	\$0	\$5,000,000
Louisiana Tourism Revival Fund (V57)	\$15,000,000	\$0	\$15,000,000
Blue Tarp Fund (V51)	\$1,500,000	\$0	\$1,500,000
Political Subdivision Federal Grant Assistance Fund (V60)	\$0	\$1,500,000	\$1,500,000
[Select Statutory Dedication]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$111,500,000	\$1,500,000	\$113,000,000

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
PROGRAM NAME:						
	\$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
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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 is Statutory Dedications - Political Subdivision Federal Grant Assistance Fund (\$1,500,000), established by Act No. 497 of the 2022 Regular Session.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$1,500,000	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,500,000	\$0	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:

This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

Per Act No. 497 of the 2022 Regular Session, the Political Subdivision Federal Grant Assistance Fund shall be used for the administration of a program to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Acts (P.L. 117-58), effective June 16, 2022.

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.

This BA-7 will allow for compliance with state law and for the expenditure of funds to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Acts (P.L. 117-58).

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 2022-2023	ADJUSTMENT (+) OR (-)	REVISED FY 2022-2023

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?)*

There is no direct impact on performance indicators.

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

There are no performance indicators associated with this funding.

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

If this BA-7 is not approved, the Division of Administration would not be able to comply with state law and the ability to utilize funding will be hindered.

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: Executive Administration

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:							
Direct	\$60,876,155	\$0	\$60,876,155	\$0	\$0	\$0	\$0
Interagency Transfers	\$29,217,636	\$0	\$29,217,636	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$19,722,880	\$0	\$19,722,880	\$0	\$0	\$0	\$0
Statutory Dedications **	\$105,130,000	\$1,500,000	\$106,630,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$23,384,743	\$0	\$23,384,743	\$0	\$0	\$0	\$0
TOTAL MOF	\$238,331,414	\$1,500,000	\$239,831,414	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$29,047,309	\$0	\$29,047,309	\$0	\$0	\$0	\$0
Other Compensation	\$771,795	\$0	\$771,795	\$0	\$0	\$0	\$0
Related Benefits	\$18,927,859	\$0	\$18,927,859	\$0	\$0	\$0	\$0
Travel	\$79,661	\$0	\$79,661	\$0	\$0	\$0	\$0
Operating Services	\$16,069,684	\$0	\$16,069,684	\$0	\$0	\$0	\$0
Supplies	\$1,023,384	\$0	\$1,023,384	\$0	\$0	\$0	\$0
Professional Services	\$1,378,561	\$0	\$1,378,561	\$0	\$0	\$0	\$0
Other Charges	\$130,515,820	\$1,500,000	\$132,015,820	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$40,287,578	\$0	\$40,287,578	\$0	\$0	\$0	\$0
Acquisitions	\$229,763	\$0	\$229,763	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$238,331,414	\$1,500,000	\$239,831,414	\$0	\$0	\$0	\$0
POSITIONS							
Classified	393	0	393	0	0	0	0
Unclassified	14	0	14	0	0	0	0
TOTAL T.O. POSITIONS	407	0	407	0	0	0	0
Other Charges Positions	5	0	5	0	0	0	0
Non-TO FTE Positions	3	0	3	0	0	0	0
TOTAL POSITIONS	415	0	415	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$19,722,880	\$0	\$19,722,880	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Energy Performance Contract Fund (V26)	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$0
State Emergency Response Fund (V29)	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
Granting Unserved Municipalities Broadband Opportunities Fund (V45)	\$90,000,000	\$0	\$90,000,000	\$0	\$0	\$0	\$0
Louisiana Tourism Revival Fund (V57)	\$15,000,000	\$0	\$15,000,000	\$0	\$0	\$0	\$0
Political Subdivision Federal Grant Assistance Fund (V60)	\$0	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$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: Executive Administration

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
EXPENDITURES:						
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	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	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
TOTAL POSITIONS	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 2 NAME: Community Development Block Grant (CDBG)

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:							
Direct	\$655,802	\$0	\$655,802	\$0	\$0	\$0	\$0
Interagency Transfers	\$11,009,110	\$0	\$11,009,110	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$19,245,151	\$0	\$19,245,151	\$0	\$0	\$0	\$0
Statutory Dedications **	\$6,500,000	\$0	\$6,500,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$602,780,073	\$0	\$602,780,073	\$0	\$0	\$0	\$0
TOTAL MOF	\$640,190,136	\$0	\$640,190,136	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$6,869,772	\$0	\$6,869,772	\$0	\$0	\$0	\$0
Other Compensation	\$391,216	\$0	\$391,216	\$0	\$0	\$0	\$0
Related Benefits	\$3,599,821	\$0	\$3,599,821	\$0	\$0	\$0	\$0
Travel	\$59,695	\$0	\$59,695	\$0	\$0	\$0	\$0
Operating Services	\$490,906	\$0	\$490,906	\$0	\$0	\$0	\$0
Supplies	\$35,830	\$0	\$35,830	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$625,296,893	\$0	\$625,296,893	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,446,003	\$0	\$3,446,003	\$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
TOTAL EXPENDITURES	\$640,190,136	\$0	\$640,190,136	\$0	\$0	\$0	\$0
POSITIONS							
Classified	18	0	18	0	0	0	0
Unclassified	72	0	72	0	0	0	0
TOTAL T.O. POSITIONS	90	0	90	0	0	0	0
Other Charges Positions	37	0	37	0	0	0	0
Non-TO FTE Positions	2	0	2	0	0	0	0
TOTAL POSITIONS	129	0	129	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$19,245,151	\$0	\$19,245,151	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
Engineering Fees Subfund within the Water Sector Fund (V56)	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Blue Tarp Fund (V51)	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$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 2 NAME: Community Development Block Grant (CDBG)

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURES:						
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	\$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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	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
TOTAL POSITIONS	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 3 NAME: Auxiliary Account

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$31,852,316	\$0	\$31,852,316	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$4,508,428	\$0	\$4,508,428	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MOF	\$36,360,744	\$0	\$36,360,744	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$36,360,744	\$0	\$36,360,744	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$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
TOTAL EXPENDITURES	\$36,360,744	\$0	\$36,360,744	\$0	\$0	\$0	\$0
POSITIONS							
Classified	12	0	12	0	0	0	0
Unclassified	0	0	0	0	0	0	0
TOTAL T.O. POSITIONS	12	0	12	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	12	0	12	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$4,508,428	\$0	\$4,508,428	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$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 3 NAME: Auxiliary Account

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURES:						
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	\$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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	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
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

The purpose of this BA-7 is to increase Statutory Dedications budget authority in the Executive Administrative Program to allow for the expenditure of \$1,500,000 to assist political subdivisions with competitive federal grant opportunities made pursuant to the Infrastructure Investment and Jobs Acts (P.L. 117-58).

REVENUES

\$1,500,000 Statutory Dedications - Political Subdivision Federal Grant Assistance Fund

\$1,500,000

EXPENDITURES

\$1,500,000 Other Charges

\$1,500,000

OTHER

Budget Contact Name: Kerri Traxler

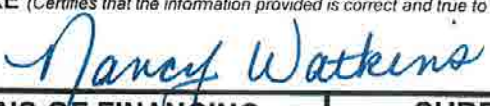
Title: Director of Budget Services, Office of Finance and Support

Email: Kerri.Traxler@la.gov

Phone Number: 225-342-5943

BA-7 SUPPORT INFORMATION

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

DEPARTMENT: Culture, Recreation & Tourism			FOR OPB USE ONLY			
AGENCY: Office of Cultural Development			OPB LOG NUMBER		AGENDA NUMBER	
SCHEDULE NUMBER: 06-265					2	
SUBMISSION DATE: January 23, 2023			Approval and Authority:			
AGENCY BA-7 NUMBER: DCRT-265-23-02						
HEAD OF BUDGET UNIT: Nancy Watkins						
TITLE: Undersecretary						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge): 						
MEANS OF FINANCING		CURRENT FY 2022-2023	ADJUSTMENT (+) or (-)		REVISED FY 2022-2023	
GENERAL FUND BY:						
DIRECT		\$2,450,470	\$0		\$2,450,470	
INTERAGENCY TRANSFERS		\$2,519,280	\$0		\$2,519,280	
FEES & SELF-GENERATED		\$802,230	\$0		\$802,230	
Regular Fees & Self-generated		\$802,230	\$0		\$802,230	
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		\$2,787,116	\$675,000		\$3,462,116	
TOTAL		\$8,559,096	\$675,000		\$9,234,096	
AUTHORIZED POSITIONS		32	0		32	
AUTHORIZED OTHER CHARGES		7	0		7	
NON-TO FTE POSITIONS		0	0		0	
TOTAL POSITIONS		39	0		39	
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
PROGRAM NAME:						
Cultural Development	\$4,590,467	27	\$250,000	0	\$4,840,467	27
Arts	\$3,026,728	7	\$425,000	0	\$3,451,728	7
Administration	\$941,901	5	\$0	0	\$941,901	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
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
TOTAL	\$8,559,096	39	\$675,000	0	\$9,234,096	39

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

DEPARTMENT: Culture, Recreation & Tourism	FOR OPB USE ONLY	
AGENCY: Office of Cultural Development	OPB LOG NUMBER	AGENDA NUMBER
SCHEDULE NUMBER: 06-265		
SUBMISSION DATE: January 23, 2023	ADDENDUM TO PAGE 1	
AGENCY BA-7 NUMBER: DCRT-265-23-02		

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 2022-2023	ADJUSTMENT (+) or (-)	REVISED FY 2022-2023
GENERAL FUND BY:			
FEES & SELF-GENERATED			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
SUBTOTAL (to Page 1)	\$0	\$0	\$0
STATUTORY DEDICATIONS			
[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
SUBTOTAL (to Page 1)	\$0	\$0	\$0

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
PROGRAM NAME:						
	\$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
SUBTOTAL (to Page 1)	\$0	0	\$0	0	\$0	0

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?

Program 1: Federal Award #P19AC00024-05 was amended to change the period of performance and add federal fiscal year 2022 funds from the Department of the Interior. These funds are to be spent to help preserve the culture, cultural landscape, and heritage of Louisiana's National Heritage area (Atchafalaya National Heritage Area)

Program 2: Federal Award #1863378-61-20 was amended with funds from the American Rescue Plan Act of 2021. The grant amount was increased by "\$809,800" to \$1,605,500." These funds are for administrative costs and related subgranting to the nonprofit arts sector in order to preserve jobs and maintain operations to fuel the recovery of the nation's art sector from the Covid-19 pandemic. A copy of the grant award amendment is attached.

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

MEANS OF FINANCING OR EXPENDITURE	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$0	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$675,000	\$250,000	\$0	\$0	\$0
TOTAL	\$675,000	\$250,000	\$0	\$0	\$0

3. If this action requires additional personnel, provide a detailed explanation below:
 No additional personnel is needed.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

Program 1: This request cannot be postponed until next fiscal year because funds are needed this fiscal year to allow the Office of Cultural Development/Atchafalaya National Heritage Area budget authority to expend newly added funds granted by the federal government. The additional federal funds provided from the US Department of the Interior will be used for operation and to support time sensitive grant activities.

Program 2: This request cannot be postponed until next fiscal year because funds are needed this fiscal year to allow the Office of Cultural Development/Division of the Arts budget authority to expend remaining funds granted by the federal government. The additional federal funds provided from the American Rescue Plan Act of 2021 will be used to fund American Rescue Plan Act of 2021 Arts grants for Coronavirus aid and relief.

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, as of yet no payments have been made toward this BA-7 request.

**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.

Without approval of this BA-7, the Office of Cultural Development will not be able to utilize funds that were granted from the Federal American Rescue Plan Act of 2021 to fund COVID-19 aid and relief or utilize the funds awarded to the Department of the Interiors for Atchafalaya Heritage Initiatives.

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 2022-2023	ADJUSTMENT (+) OR (-)	REVISED FY 2022-2023

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).
There are no performance impacts.

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?)

This BA7 will not have an effect on some other program or agency.

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

There are no performance indicators established for this one-time funding.

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

There are no performance impacts to this agency.

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: Cultural Development

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:							
Direct	\$1,484,747	\$0	\$1,484,747	\$0	\$0	\$0	\$0
Interagency Transfers	\$403,621	\$0	\$403,621	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$801,730	\$0	\$801,730	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$1,900,369	\$250,000	\$2,150,369	\$250,000	\$0	\$0	\$0
TOTAL MOF	\$4,590,467	\$250,000	\$4,840,467	\$250,000	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$1,374,300	\$0	\$1,374,300	\$0	\$0	\$0	\$0
Other Compensation	\$15,493	\$0	\$15,493	\$0	\$0	\$0	\$0
Related Benefits	\$759,020	\$0	\$759,020	\$0	\$0	\$0	\$0
Travel	\$33,585	\$0	\$33,585	\$0	\$0	\$0	\$0
Operating Services	\$86,803	\$0	\$86,803	\$0	\$0	\$0	\$0
Supplies	\$21,320	\$0	\$21,320	\$0	\$0	\$0	\$0
Professional Services	\$4,178	\$0	\$4,178	\$0	\$0	\$0	\$0
Other Charges	\$2,223,619	\$250,000	\$2,473,619	\$250,000	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$54,459	\$0	\$54,459	\$0	\$0	\$0	\$0
Acquisitions	\$17,690	\$0	\$17,690	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$4,590,467	\$250,000	\$4,840,467	\$250,000	\$0	\$0	\$0
POSITIONS							
Classified	19	0	19	0	0	0	0
Unclassified	2	0	2	0	0	0	0
TOTAL T.O. POSITIONS	21	0	21	0	0	0	0
Other Charges Positions	6	0	6	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	27	0	27	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$801,730	\$0	\$801,730	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$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: Cultural Development

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$250,000	\$250,000
EXPENDITURES:						
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	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$250,000	\$250,000
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$250,000	\$250,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	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
TOTAL POSITIONS	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 2 NAME: Arts Program

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
GENERAL FUND BY:							
Direct	\$119,242	\$0	\$119,242	\$0	\$0	\$0	\$0
Interagency Transfers	\$2,020,239	\$0	\$2,020,239	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$886,747	\$425,000	\$1,311,747	\$0	\$0	\$0	\$0
TOTAL MOF	\$3,026,728	\$425,000	\$3,451,728	\$0	\$0	\$0	\$0
EXPENDITURES:							
Salaries	\$512,847	\$0	\$512,847	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$293,253	\$0	\$293,253	\$0	\$0	\$0	\$0
Travel	\$10,554	\$0	\$10,554	\$0	\$0	\$0	\$0
Operating Services	\$58,346	\$0	\$58,346	\$0	\$0	\$0	\$0
Supplies	\$5,014	\$0	\$5,014	\$0	\$0	\$0	\$0
Professional Services	\$500	\$0	\$500	\$0	\$0	\$0	\$0
Other Charges	\$1,916,243	\$425,000	\$2,341,243	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$229,971	\$0	\$229,971	\$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
TOTAL EXPENDITURES	\$3,026,728	\$425,000	\$3,451,728	\$0	\$0	\$0	\$0
POSITIONS							
Classified	6	0	6	0	0	0	0
Unclassified	1	0	1	0	0	0	0
TOTAL T.O. POSITIONS	7	0	7	0	0	0	0
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
TOTAL POSITIONS	7	0	7	0	0	0	0
*Dedicated Fund Accounts:							
Reg. Fees & Self-generated	\$500	\$0	\$500	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
**Statutory Dedications:							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$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 2 NAME: Arts Program

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$425,000	\$425,000
EXPENDITURES:						
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	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$425,000	\$425,000
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
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$425,000	\$425,000
OVER / (UNDER)	\$0	\$0	\$0	\$0	\$0	\$0
POSITIONS						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
TOTAL T.O. POSITIONS	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
TOTAL POSITIONS	0	0	0	0	0	0

BA-7 QUESTIONNAIRE

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

GENERAL PURPOSE

The purpose of this BA-7 is to request increased funding in federal revenues to be used to fund remaining American Rescue Plan Act of 2021 Arts Grants and new funds allocated by the department of the interior for the Atchafalaya National Heritage Area.

REVENUES

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

1. If Federal Funds

Program 1: \$ 250,000 - Requires an in-kind match to be made by the grantee, and there are no MOE provisions.

Program 2: \$ 425,000 – No match requirement for these funds, and no MOE provision

Attached is the Grant Amendment for Federal Award #186011-61-19 from the National Endowment of the Arts

EXPENDITURES

LaGov:

Fund: 2650000600

Cost Center: 2651079100

G/L Account: 5620018

Amount: \$250,000

Means of Finance: Federal \$250,000

LaGov:

Fund: 2650000600

Cost Center: 2652077700

G/L Account: 5610003

Amount: \$425,000

Means of Finance: Federal \$425,000

OTHER

Billy Nungesser, Lt. Governor
Nancy Watkins, Undersecretary
Kristin Sanders

bnungesser@crt.la.gov
nwatkins@crt.la.gov
ksanders@crt.la.gov

(225) 342-7009
(225) 342-8201
(225) 342-8200

QUESTIONNAIRE ANALYSIS

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Funding Amendment
FEDERAL AWARD INFORMATION

Date of Action: 8/4/2021

Award Date: 6/24/2020

Federal Award ID Number (FAIN)	1863378-61-20
Award Recipient	Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism
Award Recipient Unique Entity Identifier	941723231
Period of Performance	7/1/2020 - 6/30/2022
Budget Period	7/1/2020 - 6/30/2022
Assistance Listing Number/Title	45.025 Promotion of the Arts Partnership Agreements
Does the award support Research & Development?	No
Award Description	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan, as well as administration costs and related subgranting to the nonprofit arts sector in order to preserve jobs and maintain operations to fuel the recovery of the nation's arts sector from the devastating economic and health effects of the COVID-19 pandemic.
Grant Program and Office	Partnerships (State & Regional), State & Regional

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$809,800.00
Total Amount of Federal Funds Obligated	\$1,605,500.00
Total Amount of the Federal Award	\$1,605,500.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Ms. Kristin Sanders (User Name - KSanders) ksanders@crt.la.gov
Grant Administrator	Mr. Gabriel Gilbeaux (User Name - GGilbeaux) ggilbeaux@crt.la.gov
Project Director	Carrie Broussard (User Name - CBroussard) cbroussard@crt.la.gov

REMARKS

Amendment # 1

Your Partnership Agreement has been amended with funds from the American Rescue Plan Act, or ARP.

Amount: The grant amount has been increased by "\$809,800.00" to "\$1,605,500"

Cost Share: These additional funds are provided on a non-matching basis. No cost share is required.

- Total Amount of Federal Award: \$1,605,500.00
- Total Approved Cost Share as Required by 20 USC 954(e): \$795,700.00
- Total Amount of Federal Project including Approved Cost Share: \$2,401,200.00

The additional "\$809,800.00" is to support "...administration costs and related subgranting to the nonprofit arts sector in order to preserve jobs and maintain operations to fuel the recovery of the nation's arts sector from the devastating economic and health effects of the COVID-19 pandemic."

Budget: ARP funding amendment budget submitted July 30, 2021 is approved.

Time: The period of performance has been extended to June 30, 2022.

Carefully review the Additional Guidance regarding ARP Act funds in the Documents Tab in REACH.

PAYMENTS:

To request your ARP Act funds, you must submit (via REACH) a separate Payment Request from your regular Partnership Agreement funds. See the Additional Guidance on the Documents Tab. Do not combine requests. Indicate in the Progress Report field that the request is for ARP Act funds only.

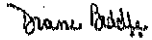
OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

In addition, it is a term of this award that the first time you request ARP funds to be used for a subaward program, you must provide a short summary providing information about that subaward program. See the *Additional Guidance* document for detailed information on this requirement.

All other provisions of the award remain in effect, including the requirements of 2 CFR 200, the National Endowment for the Arts Legislation, and all other terms and conditions of the award.

AWARDING OFFICIAL



Diane Biddle
Lead Grants Management Specialist

AWARD REPORTING REQUIREMENTS

National Endowment for the Arts

Award Number: 1863378-61-20

Award Recipient: Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism

The following is a listing of the due dates of the reports required for this award. A copy of this listing should be forwarded to those individuals responsible for the submission of the required reports.

Report	Special Instructions	Due Date	Period to be Covered
Folk Arts Partnership Narrative	No special instructions	10/28/2023	7/1/2020 - 6/30/2023
Federal Financial Report	No special instructions	10/28/2023	7/1/2020 - 6/30/2023
Partnership Agreements Final Descriptive Report for SAA - RAO	No special instructions	10/28/2023	7/1/2020 - 6/30/2023

All reports must be submitted using **eGMS Reach**, the online award management system located at <https://grants.arts.gov/eGMS-Reach>.

When accessing Reach for the first time, click the "Sign In Help" link and follow instructions to activate your account and create a password.

Document date: 4/19/2022

Change Request

Award #	1863378-61-20
Institution (Primary)	Division of the Arts, Louisiana Department of Culture, Recreation, & Tourism UEI: Baton Rouge, LA
Primary Point of Contact	Ms. Kristin Sanders
Project Title	To support arts programs, services, and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan, as well as administration costs and related subgranting to the nonprofit arts sector in order to preserve jobs and maintain operations to fuel the recovery of the nation's arts sector from the devastating economic and health effects of the COVID-19 pandemic.
Award Period	7/1/2020 - 6/30/2023
Type of Change:	B. We need to Request Changes to this Award
Submission Date:	4/14/2022 by sjohannsen
Submission Comments: Our first ARP draw is waiting to be approved in REACH in the amount of \$290,000 out of our total allotment of \$809,800. I am concerned that we will not be able to process the full funding amount quickly enough to meet the June 30, 2022 deadline. We would like to request a year extension to June 30, 2023 in order to pay out our balance and close out our FY20 grant. If we are able to move forward more quickly, we will draw down funds as fast as possible and close out prior to June 2023. We greatly appreciate your assistance and attention to this matter. Susannah Johannsen Executive Director Louisiana Division of the Arts	
Attached Documentation:	

Attached please find a clean copy and a redlined copy of the grant agreement for the Regional Arts Council. These grant Agreements are for the ARP funds allocated to us from the NEA. Please let me know if you have any questions. Below is a breakdown of the amounts each RAC is to receive.

1. Arts Council of Greater Baton Rouge= \$25,000
2. Arts Council of New Orleans= \$25,000
3. St. Tammany Foundation (I'm waiting on the official name)= \$25,000
4. Bayou Regional Arts Council = \$50,000
5. Acadiana Center for the Arts = \$20,000
6. Arts and Humanities Council of Southwest Louisiana= \$69,800
7. Arts Council of Central Louisiana= \$20,000
8. Shreveport Regional Arts Council= \$20,000
9. Northeast Louisiana Arts Council= \$20,000

Total: \$274,800.00

Thanks,

Susannah Johannsen

Executive Director, Division of the Arts

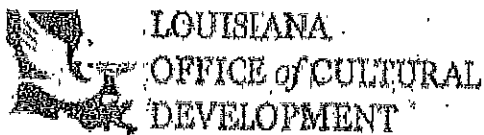
225.342.8180 Main - 225.342.8174 Direct

Mail: PO BOX 442471 Baton Rouge, LA 70804

Visit: 1051 N. Third St, Room 405, Baton Rouge, LA 70802

johannsen@crt.la.gov

www.louisianaarts.org



ARTS • ARCHAEOLOGY • HISTORIC PRESERVATION • ETHNOLOGY

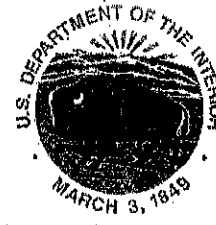
Tier	Project Number	Organization Name	ARP Amount
Entry	20-85-GOS_2020	Arts and Humanities Council for Avoyelles	\$7,500
Entry	20-18-GOS_2020	Arts Council of Pointe Coupee	\$7,500
Entry	20-39-GOS_2020	ArtSpot Productions.	\$7,500
Entry	20-83-GOS_2020	Centre for the Arts	\$7,500
Entry	20-22-GOS_2020	City Park Players	\$7,500
Entry	20-59-GOS_2020	Cuba NOLA Arts Collective	\$7,500
Entry	20-5-GOS_2020	Hammond Regional Arts Council	\$7,500
Entry	20-7-GOS_2020	Iberia Performing Arts League	\$7,500
Entry	20-17-GOS_2020	Inter City Row Modern Dance Company	\$7,500
Entry	20-36-GOS_2020	Lake Charles Little Theatre	\$7,500
Entry	20-65-GOS_2020	Le Petit Theatre de Terrebonne	\$7,500
Entry	20-34-GOS_2020	Make Music NOLA	\$7,500
Entry	20-51-GOS_2020	Melange Dance Company	\$7,500
Entry	20-88-GOS_2020	Monroe Symphony Orchestra	\$7,500
Entry	20-13-GOS_2020	Moscow Nights	\$7,500
Entry	20-31-GOS_2020	New Orleans Arts and Cultural Host Committee	\$7,500
Entry	20-44-GOS_2020	North Central Louisiana Arts Council	\$7,500
Entry	20-68-GOS_2020	NUNU Arts and Culture Collective	\$7,500
Entry	20-82-GOS_2020	The Centennial Cultural Center	\$7,500
Entry	20-25-GOS_2020	The Ella Project	\$7,500
Entry	20-40-GOS_2020	Theatre of the Performing Arts of Shreveport	\$7,500
Entry	20-43-GOS_2020	Twin City Art Foundation	\$7,500

\$165,000

1. DATE ISSUED MM/DD/YYYY
08/18/2022

1a. SUPERSEDES AWARD NOTICE dated 07/19/2022
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
SEE REMARKS

2. CFDA NO. 15.839 - Heritage Partnership	
3. ASSISTANCE TYPE Cooperative Agreement	
4. GRANT NO. P19AC00024-05 Originating MCA #	5. TYPE OF AWARD Other
4a. FAIN P19AC00024	5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD From MM/DD/YYYY 12/06/2018 Through MM/DD/YYYY 10/12/2024	7. BUDGET PERIOD From MM/DD/YYYY 12/06/2018 Through MM/DD/YYYY 10/12/2024

8. TITLE OF PROJECT (OR PROGRAM)
OPERATIONAL SUPPORT OF THE ATCHAFALAYA NATIONAL HERITAGE AREA

9a. GRANTEE NAME AND ADDRESS

Louisiana, State Of
1051 N 3rd St Fl 3
BATON ROUGE, LA, 70802-5239

9b. GRANTEE PROJECT DIRECTOR

Mr. Justin Lemoine
1051 N 3rd St
Baton Rouge, LA, 70802-5239
Phone: 225 342-8037

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Justin Lemoine
1051 N 3rd St
Baton Rouge, LA, 70802-5239
Phone: 225 342-8037

10b. FEDERAL PROJECT OFFICER

Ms. Elise Kunz
100 Alabama St SW, 1924 Building 6th Floor
Atlanta, GA, 30303-1000
Phone: 4046075821

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$ 664,470.00
b. Fringe Benefits	\$ 317,860.00
c. Total Personnel Costs	\$ 982,130.00
d. Equipment	\$ 10,000.00
e. Supplies	\$ 73,000.00
f. Travel	\$ 13,000.00
g. Construction	\$ 0.00
h. Other	\$ 3,240,000.44
i. Contractual	\$ 989,468.00
j. TOTAL DIRECT COSTS	\$ 5,307,596.44
k. INDIRECT COSTS	\$ 0.00
l. TOTAL APPROVED BUDGET	\$ 5,307,596.44

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	\$ 2,418,255.22
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 1,818,255.22
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 500,000.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 2,418,255.22

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.	\$	d.	\$
b.	\$	e.	\$
c.	\$	f.	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)



16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

Yes

No

Modification/Amendment 5, Cooperative Agreement Number P19AC00024. See attachment.

GRANTS MANAGEMENT OFFICIAL:

Gentry Sharpe, Grants Management Specialist
100 Alabama St SW
Atlanta, GA, 30303
Phone: 4046075748

17. VENDOR CODE			0071309435		18a. UEI M8M7LT312FX3		18b. DUNS 804853314		19. CONG. DIST.		06	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION						
52	0051023876-00010	\$500,000.00	12/09/2018	10/12/2024	1042	Modify for FY22 Operations						

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 08/18/2022
GRANT NO. P19AC00024-05	

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
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NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3

DATE ISSUED
08/18/2022

GRANT NO. P19AC00024-05

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/06/2018	09/30/2019	Annual	12/29/2019
10/01/2019	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	10/12/2024	Final	02/09/2025

Performance Progress Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/06/2018	09/30/2019	Annual	12/29/2019
10/01/2019	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	10/12/2024	Final	02/09/2025

ANHA GRANTS/CONTRACTS: Updated 01/10/2023

Contractor	Amount	Status	Project date/timeframe	NPS Part II
GRANTS IN PROGRESS				
New Acadia Project	\$2,500.00	Agreement in progress	June 2021 - Dec. 2022	3. Collections
Opelousas Le Vieux Village Interpretive Signage	\$3,035.00	Agreement in progress	Sept. 2021 - Dec. 2022	6. Education and Interpretation
Cajun Coast Welcome Center Interpretive Panels	\$4,000.00	Agreement in progress	Oct. 2021 - Dec. 2022	6. Education and Interpretation
Bike Trails Connect - City of Morgan City	\$7,304.00	Agreement in progress	Aug. 2021 - Dec. 2022	5. Recreation Development
Immersive Educational Trips	\$15,000.00	Agreement in progress	Aug. 2021 - Dec. 2022	6. Education and Interpretation
Enhancement of Chauvin Sculpture Garden	\$10,000.00	Agreement in progress	Aug. 2021 - Dec. 2022	5. Recreation Development
Baton Rouge Wayfinding & Gateway Signage	\$12,500.00	Agreement in progress	July - Dec. 2021	6. Education and Interpretation
Bouligny Plaza Visitor Information Center	\$15,000.00	Complete	Aug. 2021 - Jun. 2022	6. Education and Interpretation
Friends of Bayou Lafourche (Napoleonville Multi-Trail Connection)	\$20,000.00	Agreement in progress	Aug. 2022 - Dec. 2023	5. Recreation Development
Arts Council of Pointe Coupee (Treasures of Pointe Coupee)	\$1,500.00	Agreement in progress	Jan. 2023 - Jun. 2023	6. Education and Interpretation
Louisiana Alligator Snapping Turtle Foundation	\$15,000.00	Agreement in progress	Jun. 2022 - Jun. 2023	4. Environmental Conservation
Pierre Part Belle River Museum	\$10,000.00	Agreement in progress	May 2022 - Jul. 2023	5. Recreation Development
LSU Ag Center (Improving Management of Giant Salvinia)	\$15,000.00	Agreement in progress	Aug. 2022 - Dec. 2023	6. Education and Interpretation
Avoyelles Commission on Tourism (Bike Stations)	\$3,200.00	Agreement in progress	Sep. 2022 - Mar. 2023	5. Recreation Development
True Friends Society (Maison Creole de Freetown virtual tour)	\$3,500.00	Agreement in progress	Aug. 2022 - Dec. 2023	6. Education and Interpretation
Louisiana Folk Roots (Balfa Camp)	\$7,500.00	Agreement in progress	Nov. 2022 - May 2023	6. Education and Interpretation
Acadiana Center for the Arts (Supporting Atchafalaya Creators)	\$10,000.00	Agreement in progress	Sep. 2022 - May 2023	6. Education and Interpretation
TRAIL (Atakapas Ishak Trail)	\$15,000.00	Agreement in progress	Sep. 2022 - May 2023	5. Recreation Development
City of Morgan City (Virtual Walking Tour)	\$3,500.00	Agreement in progress	Jul. 2022 - Jul. 2023	6. Education and Interpretation
Louisiane Acadie (Le Grand Reveil)	\$10,000.00	Complete, awaiting f.r.	Aug. 2022 - Oct. 2022	7. Outreach and Marketing
ULL (Center for LA Studies Strategic Plan)	\$7,500.00	Agreement in progress	Sep. 2022 - Jul. 2023	Part 1. Financial Assistance & Capacity Building
Tunica Biloxi Tribe (Intertribal Basketry Summit)	\$9,000.00	Need signed agreement	Aug. 2022 - Dec. 2023	6. Education and Interpretation
ULL Foundation (KRVS Project)	\$9,000.00	Agreement in progress	Aug. 2022 - Jul. 2023	7. Outreach and Marketing
City of Opelousas (Free People of Color in St. Landry)	\$7,500.00	Agreement in progress	Aug. 2022 - Dec. 2023	6. Education and Interpretation
Total Amount of Grants/Contracts	\$215,539.00			
Miscellaneous expenses (Staff travel, supplies and operating cost associated with these awards)	\$33,461.00			

\$250,000.00

Agenda Item #3

Facility Planning and Control Agenda

DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

February 2023

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February 2023

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Baton Rouge, Louisiana	
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Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

The Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

**RE: Request for an Act 959 Project
Renovations to Third Floor Building 29
New Iberia Research Station
University of Louisiana – Lafayette
New Iberia, Louisiana**

Dear Chairman Zeringue:

Pursuant to R.S. 39:128 B. (4) The University of Louisiana - Lafayette has requested approval to undertake the planning, design and the renovations to build out the third floor space within Building 29 of the New Iberia Research Station. This project will be funded by a \$2,000,000 grant from the National Institutes of Health and \$568,034 of self-generated revenues provided by New Iberia Research Center. The total estimated cost is \$2,600,000. This request has been approved by the Board of Regents for Higher Education and the University of Louisiana System Board of Supervisors.

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

Sincerely,

Mark A. Moses
Assistant Commissioner

Approved: _____

Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, 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. Summer Metoyer, 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
Mr Scott Hebert, University of Louisiana - Lafayette

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

The Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

**RE: Supplemental Funds Request
Interagency Transfer
Roadway Improvements
LSU Innovation Park
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-601-19-04**

Dear Chairman Zeringue:

Act 20 of the 2019 Regular Session appropriated a total of \$1,800,000 with \$1,100,000 from Federal Funds via Interagency Transfer, \$500,000 from Louisiana Economic Development via Interagency Transfer, and \$200,000 from Fees and Self-Generated Revenues for the subject project.

The project is fully designed; however, it was considerably delayed awaiting approval from the US Economic Development Administration (EDA), thus requiring additional funding in order to accommodate increased construction costs. The total project budget increased by \$450,000 and additional funding to be provided is as follows:

	Original Request	Current Need	
US EDA	\$1,100,000	\$1,100,000	
LED	\$500,000	\$800,000	(increase of \$300,000)
LSU Self-Gen	\$200,000	\$350,000	(increase of \$150,000)
TOTAL	\$1,800,000	\$2,250,000	(increase of \$450,000)

Louisiana State University is requesting permission to supplement the project with additional funds as listed above. Therefore, Facility Planning and Control is requesting an increase of authorization for an Interagency Transfer in the amount of \$300,000 from LED and an increase of authorization for Fees and Self-Generated Revenues in the amount of \$150,000 from LSU.

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
Assistant Commissioner

Approved: _____

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

Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, 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. Summer Metoyer, 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
Mr. James Pugh, FPC
Mr. Roger Husser, LSU
Mr. Paul Favoloro, LSU
Mr. Danny Mahaffey, LSU

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

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

**RE: Supplemental Funds Request
Preventative Maintenance/Major Repairs and Improvements (Statewide)
Department of Culture, Recreation and Tourism
Office of State Parks
Project No. 06-264-11-01; WBS F.06002277, F.06002278, and F.06002279**

Dear Chairman Zeringue:

Act 117 of 2022 appropriated \$1,570,668 to the Office of State Parks/Preventative Maintenance/Major Repairs and Improvements. State Parks Statutory Dedication Funds were used to pay for disaster recovery repairs at various parks statewide. Most of these repairs are reimbursed by FEMA through the Governor's Office of Homeland Security and Emergency Preparedness.

On September 16, 2022, the Joint Legislative Committee on the Budget approved supplemental funding of \$150,000 in Interagency Transfers for the Preventative Maintenance Repairs and Improvement projects referenced above. Hurricane Ida damages at three State Parks (Fontainebleau, Fairview Riverside, and Tickfaw) now require \$3,750,000 in funding for recovery repairs.

Facility Planning and Control is requesting authorization to accept supplemental funding from the Office of Culture, Recreation and Tourism in the amount of \$3,750,000 in Interagency Transfers for the Preventative Maintenance Repairs and Improvement project referenced above. It is anticipated that these funds will be reimbursed by FEMA.

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

Sincerely,

Mark A. Moses
Assistant Commissioner

Approved: _____

Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, OPB
Mr. Samuel Roubique, OPB
Mr. Paul Fernandez, OPB
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Ms. Debra Vivien, Senate Fiscal Division
Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

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

**RE: Supplemental Funds Request
Interagency Transfer
Additional Burial Crypts and Other Improvements
Southeast Louisiana Veterans Cemetery
Slidell, Louisiana
Project No. 01-130-22-01; WBS F.03000033**

Dear Chairman Zeringue:

Act 117 of 2022 allocated \$2,654,233 from Federal funds via interagency transfers for the subject project. Louisiana Department of Veterans Affairs (LDVA) has received a Notice of Intent for a Federal Grant from the U.S. Veterans Administration (USVA) of up to \$3,100,000 for the above project.

This project consists of expansion of the existing Southeast Louisiana Veterans Cemetery to add 2,800 pre-placed crypts, in-ground cremains and other related improvements, including the cost to purchase the crypts. The project is currently in design, and in December, 2022 the USVA advised that additional funds will be available for the purchase of the crypts. The cost of the crypts is estimated at \$2,800,000. In addition, should the USVA agree to fund additional improvements, LDVA would like to be positioned to accept \$2,400,000 in addition to the crypts' cost.


Facility Planning and Control is requesting the Committee approve an increase in supplemental federal funds in the amount of \$5,200,000.

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

Sincerely,


Mark A. Moses
Assistant Commissioner

Approved: _____


Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, OPB
Mr. Samuel Roubique, OPB
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Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

The Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capital Station
Baton Rouge, Louisiana 70804

**RE: Request for Approval of Change Order over \$100,000
Addition to Athletic Training & Meeting Facility Phase II
Nicholls State University
Thibodaux, Louisiana
Project No. 19-621-14-02; WBS F.19002328**

Dear Chairman Zeringue:

Act 20 of 2019 and Act 2 of 2020 appropriated \$10,906,400 of funds for the Renovation and Addition to Athletic Facility, Planning and Construction at Nicholls State University. Subsequently, Act 117 of 2022 appropriated \$1,500,000 from the state general fund for the project's Phase II. Phase I was completed and a contract was awarded with a start date of October 3, 2022 in the amount of \$3,785,800 to TBT Contracting Inc. of Louisiana for Phase II. The bids, inflated by supply chain cost escalation, came in high and the scope of the project was reduced from a full 100 yard covered practice field to 75 yard covered field. After bids were accepted, the NSU Foundation contracted with TBT to construct the remaining 25 yards of field, without cover. Subsequently, the final accounting of Phase I was completed and funds became available due to economies realized in that project.

Facility Planning and Control is requesting approval of Change Order 1 in the amount of \$1,098,232 which would restore the project, adding the metal building cover to complete the original 100 yard configuration. There are sufficient funds in the project to cover the cost of this change.

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

Sincerely,

Mark A. Moses
Assistant Commissioner

Approved: _____

Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, OPB
Mr. Samuel Roubique, OPB
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Ms. Linda Hopkins, House Fiscal Division
Mr. Mark Mahaffey, House Fiscal Division
Mr. Daniel Waguespack, House Fiscal Division
Ms. Summer Metoyer, 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
Mr. Terry Braud, Nicholls State University
Ms. Danielle Breaux, Nicholls State University

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 2, 2023

The Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

**RE: Reporting of Change Orders over \$50,000 and under \$100,000
Facility Planning and Control**

Dear Chairman Zeringue:

In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning and Control has issued change orders that are itemized on the attached list.

Please place this item on the agenda of the next meeting of the Committee.

Sincerely,

Mark A. Moses
Assistant Commissioner

Approved: _____

Jay Dardenne
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC
Ms. Sue Gerald, FPC
Mr. Bobby Boudreaux, FPC
Ms. Ternisa Hutchinson, 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. Summer Metoyer, 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

1) LUMCON Houma Marine Campus

Houma, Louisiana

Project No. 19-674-18-01; WBS F.19002226

Date of Contract: February 18, 2021

Original Contract Amount:	\$10,451,000.00	
Contract amount increased by Change Order 1:	\$ 14,559.00	(07/21/21)
Contract amount increased by Change Order 2:	\$ 33,015.00	(10/21/21)
Contract amount increased by Change Order 3:	\$ 17,354.00	(11/12/21)
Contract amount increased by Change Order 4:	\$ 49,466.00	(12/08/21)
Contract amount increased by Change Order 5:	\$ 17,927.00	(06/30/22)
Contract amount increased by Change Order 6:	\$ 6,704.00	(07/27/22)
Contract amount increased by Change Order 7:	\$.00	(11/14/22 time)
Contract amount increased by Change Order 8:	\$ 66,647.00	(01/10/23)
New Contract Sum:	\$10,656,672.00	

Change Order No. 8 increases the project amount due to two things:

- 1) An unforeseen condition discovered during construction. The moisture content of the concrete roof deck did not meet the new requirements of the roofing manufacturer. An additional layer of vented roofing had to be added under the specified roofing to meet the warranty requirements.
- 2) PVC lines had to be added to bring seawater to the building for use in laboratory work.

Agenda Item #4

Review and approval of
Deputy Sheriff's Back
Supplemental Pay



DEPUTY SHERIFFS' SUPPLEMENTAL PAY BOARD

Members:

Gary Bennett
Louisiana Sheriffs' Association

John M. Schroder Sr.
State Treasurer

Jay Dardenne
Commissioner of Administration

January 23, 2023

Honorable Jerome Zeringue, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44486, Capitol Station
Baton Rouge, LA 70804

Dear Representative Zeringue:

Attached is a spreadsheet detailing requests for back pay for Deputy Sheriffs' Supplemental pay which has been approved by the Deputy Sheriff Supplemental Pay Board as per Act 110 of 1982. Please place this item on the agenda for the next meeting.

Total requested prior year funds: \$72,821.86.

If we may be of further assistance in this matter, please call me or Stacey Guilbeau (225) 342-0698.

Sincerely,

Lindsay Schexnayder, CPA
Chairman
Deputy Sheriffs Supplemental Pay Board

LS/sg

Enclosures

No.	Parish	Deputy Name	Dates Owed	Amount	Reason	Add Info
1	Catahoula	Pat Book	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
2	Catahoula	Dontay Fortune	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
3	Catahoula	Klayton King	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office overlooked for supplemental	added on Nov 2022 reconciliation, received November 10, 2022
4	Catahoula	Wallace Laprairie	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
5	Catahoula	Margie Price	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
6	Catahoula	Trevor Mitchell	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
7	Catahoula	Carl Williamson	11/1/2021-6/30/2022	\$ 4,000.00	Sheriff's office took over Correctional Center and clerk was not informed on supplemental pay	added on Nov 2022 reconciliation, received November 10, 2022
8	East Feliciana	Graham Porter	5/4/2022-6/30/2022	\$ 960.04	Post Certificate turned in late	added on Nov 2022 reconciliation, received November 1, 2022
9	Jefferson	Robert Alleyne	5/31/22-6/30/22	\$ 516.43	prior service from NOPD received 11/1/22	added on December 2022 reconciliation received January 3, 2023
10	Lafourche	Justin Plaisance	12/2/2021-6/30/2022	\$ 3,476.47	returned to work and not added in error	added on September 2022 reconciliaiton received October 13, 2022
11	Lafourche	LaShanta Williams	5/10/2022-6/30/2022	\$ 861.46	became full time and not added in error	added on September 2022 reconciliaiton received October 13, 2022
12	Lafourche	Chasity Thibodaux	6/27/22-6/30/22	\$ 65.72	waiting on prior service form	added on November 2022 reconciliation, received December 13, 2022
13	Natchitoches	Garrett Murchison	11/1/2021-6/30/2022	\$ 4,000.00	rehired and not added in error	added on November 2022 reconciliation, received November 15, 2022
14	Natchitoches	Rachel Robertson	11/1/2021-6/30/2022	\$ 4,000.00	rehired and not added in error	added on November 2022 reconciliation, received November 15, 2022
15	St. John	Devin Billiot	1/15/2022-6/30/2022	\$ 2,779.31	paperwork not received timely	added on January 2023 reconciliation, received January 12, 2023
16	St. John	Megan Campo	1/1/2022-6/30/2022	\$ 3,000.00	paperwork not received timely	added on January 2023 reconciliation, received January 12, 2023
17	St. John	Darlene Cooper	6/1/2022-6/30/2022	\$ 500.00	paperwork not received timely	added on December 2022 reconciliation, received November 29, 2022
18	St. John	Henry Crouch	12/1/2021-6/30/2022	\$ 3,500.00	waiting on prior service form	added on December 2022 reconciliation, received November 29, 2022
19	St. John	Lawrence Forestier	5/13/2022-6/30/2022	\$ 812.17	paperwork not received timely	added on December 2022 reconciliation, received November 29, 2022
20	St. John	Brian Harkins	12/1/2021-6/30/2022	\$ 3,500.00	Post Certificate turned in late	added on December 2022 reconciliation, received November 29, 2022
21	St. John	Vachroan Johnson	5/13/2022-6/30/2022	\$ 812.17	paperwork not received timely	added on December 2022 reconciliation, received November 29, 2022
22	St. John	Seth Jordan	4/21/2022-6/30/2022	\$ 1,174.40	left off report in error	added on December 2022 reconciliation, received November 29, 2022
23	St. John	Brian Kennedy	5/13/2022-6/30/2022	\$ 812.17	left off report in error	added on December 2022 reconciliation, received November 29, 2022
24	St. John	Tiffany Richard	3/17/2022-6/30/2022	\$ 1,746.45	left off report in error	added on December 2022 reconciliation, received November 29, 2022
25	St. John	James Shelton	6/1/2022-6/30/2022	\$ 500.00	paperwork not received timely	added on December 2022 reconciliation, received November 29, 2022
26	St. John	Byron Stelly	1/1/2022-6/30/2022	\$ 3,000.00	paperwork not received timely	added on January 2023 reconciliation, received January 12, 2023
27	St. Tammany	Dustin Byers	5/11/2022-6/30/2022	\$ 845.03	deputy not added timely	added on December 2022 reconciliation, received December 7, 2022
28	St. Tammany	Rhett Restivo	5/4/2022-6/30/2022	\$ 960.04	deputy not added timely	added on December 2022 reconciliation, received December 7, 2022
29	Webster	Kristan Hutchinson	12/1/2021-6/30/2022	\$ 3,500.00	deputy not added timely	added on December 2022 reconciliation, received December 12, 2022
30	West Baton Rouge	Blake Patterson	12/1/2021-6/30/2022	\$ 3,500.00	paperwork not received timely	added on December 2022 reconciliation, received December 21, 2022

Grand Total \$ **72,821.86**

Agenda Item #5

Review of amendment to
the software license &
maintenance agreement
between Louisiana
Community & Technical
College System and
Instructure, Inc.

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

TO: Louisiana Community and Technical College System
Joseph F. Marin
Vice President of Operations

FROM: Felicia M. Sonnier, CPPB
Deputy Director

DATE: January 25, 2023

RE: OSP Approval for JLCB
Amendment Number 1 to the Software License and Maintenance Agreement
between Louisiana Community and Technical College System and Instructure, Inc.
PST Log Number 20 04 012

The above referenced amendment has been reviewed by the Office of State Procurement (OSP). The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget (JLCB), contingent upon the recommended revisions being made to the Amendment Number 1 draft which is attached. Upon approval of the proposed term extension by JLCB, in accordance with La. R.S. 39:198.M., please return the "Agency Memo to OSP After JLCB Approval" with a copy of the approval.

The amendment will not receive final approval by OSP until it has been approved by JLCB.

If you should have any further questions/comments, please do not hesitate to contact me at (225) 342-8029 or at felicia.sonnier@la.gov.

Attachment(s)

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AMENDMENT NUMBER 1

to the Software License and Maintenance Agreement
between LCTCSONline and Instructure, Inc.
PST Log #20 04 012



Be it known, that on the date of approval shown below, LCTCSONline and Instructure, Inc. located at 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121 (hereinafter sometimes referred to as “Contractor” or “Instructure”) do hereby do hereby enter into this Amendment Number 1 to the Software License and Maintenance Agreement dated June 26, 2020, PST Log #20 04 012, under the following terms and conditions through the undersigned and duly authorized representatives of each respective party.

Change Term to read as follows:

The term of this Agreement begins on July 1, 2020 and will expire on June 30, 2025, unless otherwise terminated in accordance with the termination clauses in this Agreement.

All other terms and conditions of the Agreement remain the same. The original Agreement and all amendments constitute the entire Agreement between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Agreement and this Amendment Number 1, the terms and conditions of this Amendment Number 1 shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the approval date shown below.

Instructure, Inc.	Louisiana Community and Technical College System
Signature: 	Signature:  <small>Joseph Marin (Feb 1, 2023 13:54 CST)</small>
Name: Jeff Ebert	Name: Joseph Marin
Title: Director, Deal Desk & Pricing	Title: Vice President of Operations
Date: 02/01/2023	Date: 02/01/2023









Amendment for Instructure Contract 2023-2025 osp 01.25.2023

Final Audit Report

2023-02-01

Created:	2023-01-31
By:	Michele Nardini (mnardini@lctcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT-4Xh0UD1SVwher0pIK7YiwGVLfoNddj

"Amendment for Instructure Contract 2023-2025 osp 01.25.2023" History

-  Document created by Michele Nardini (mnardini@lctcs.edu)
2023-01-31 - 10:50:40 PM GMT- IP address: 76.165.120.2
-  Document emailed to Jeff Ebert (jebert@instructure.com) for signature
2023-01-31 - 10:52:38 PM GMT
-  Email viewed by Jeff Ebert (jebert@instructure.com)
2023-02-01 - 7:16:47 PM GMT- IP address: 66.249.84.83
-  Document e-signed by Jeff Ebert (jebert@instructure.com)
Signature Date: 2023-02-01 - 7:22:41 PM GMT - Time Source: server- IP address: 216.51.95.36
-  Document emailed to Joseph Marin (jmarin@lctcs.edu) for signature
2023-02-01 - 7:22:42 PM GMT
-  Email viewed by Joseph Marin (jmarin@lctcs.edu)
2023-02-01 - 7:53:57 PM GMT- IP address: 104.47.70.126
-  Document e-signed by Joseph Marin (jmarin@lctcs.edu)
Signature Date: 2023-02-01 - 7:54:05 PM GMT - Time Source: server- IP address: 76.165.120.2
-  Agreement completed.
2023-02-01 - 7:54:05 PM GMT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
PST Log #20 04 012

This Software License and Maintenance Agreement ("Agreement") is entered into as of 1st day of July, 2020 ("Effective Day") by and between **Instructure, Inc.** located at 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121 (hereinafter sometimes referred to as "Contractor" or "Instructure") and **LCTCOnline** located at 265 South Foster Drive, Baton Rouge, LA 70806 (hereinafter sometimes referred to as "Agency" or "State of Louisiana" or "Customer").

TERM:

The term of this Agreement begins on July 1, 2020 and will expire on June 30, 2023, unless otherwise terminated in accordance with the termination clauses in this Agreement. At the option of the State of Louisiana and acceptance of the Contractor, the Agreement may be extended for two (2) additional twelve (12) month periods at the prices, terms, and conditions outlined in Attachment A. Total agreement may not exceed sixty (60) months. Any extension to the initial term of this Agreement must be evidenced by an amendment to this Agreement signed by both parties.

Prior to the extension of the Agreement beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget ("JLCB") or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Agreement amendment to the Office of State Procurement ("OSP") to extend the Agreement terms beyond the initial thirty-six (36) month term. Total Agreement time may not exceed sixty (60) months.

APPLICABLE LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

GRANT OF LICENSE:

Contractor will provide its learning management system software as a service through a URL within a hosted server environment (**Service**) as specified in **Attachment A**. **User** means a participant, instructor, or administrator of State's organization, who is authorized by the State to use the Service (and State has paid for this use) with login credentials.

API Access. Instructure provides access to its application-programming interface (**API**) as part of the Service for no additional fee. Subject to the other terms of this agreement, Instructure grants Customer a non-exclusive, nontransferable, revocable license to operate the API only for purposes of interfacing Customer's technology applications or services with the Service as allowed by the API's technical limitations and in accordance with the API Policy, as may be updated by Instructure from time to time. The Instructure **API Policy** is located at <http://www.instructure.com/policies/api-policy>

OWNERSHIP OF SOFTWARE:

Reservation of Rights by Instructure. The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service (except for "Customer Content") are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure and its licensors. Instructure reserves all rights unless expressly granted in this agreement.

Feedback. With prior written consent from the State, Instructure may contact each User (no more than once each year) for the *sole purpose* of seeking feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

OWNERSHIP OF RECORDS:

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this Agreement.

ATTACHMENTS:

The Attachments listed below are incorporated into and made a part of this Agreement:

- Attachment A – Description of Services and Price Schedule
- Attachment B – Service Order Form

SUPPORT PLAN:

Customer Support. Instructure must provide customer support for the Service under the terms of Instructure's Customer Support (**Support**), which are located at <http://www.instructure.com/policies/support-terms>. **Attachment A** outlines contractor's agreement to provide preventative maintenance, remedial maintenance, issue resolution procedures, help desk and on-site support, support hours and policies, priority and response schedule for customer support issues, updates, upgrades, etc.

Customer Owned Content. All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Customer's User accounts in the Service remain the sole property of Customer, as between Instructure and Customer (**Customer Content**). Customer grants Instructure the worldwide, royalty-free right to use, publicly display, and distribute the Customer Content solely for purposes of performing its obligations under this agreement and providing and improving the Services. During the term of this agreement and for 3 months after expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service. Instructure has no obligation to store the Customer Content 3 months after expiration or termination.

Customer Responsibilities. Customer (i) is solely responsible for Customer Content and all activities arising from its User accounts in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access, and (iii) may use the Service only in accordance with applicable law and regulation.

Customer Restrictions. Customer may not, and will use reasonable means to ensure that each User does not,

- i. sell, resell, rent, or lease the Service or API;
- ii. reverse engineer the Service or the API;
- iii. remove or modify any proprietary marking or restrictive legends in the Service;
- iv. use the Service to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right;
- v. use the Service to harm or impersonate any person, or for any commercial purpose (including accessing the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes);
- vi. interfere with or disrupt the integrity or performance of the Service; or
- vii. attempt to gain unauthorized access to the Service or their related systems or networks.

Compliance with Laws. Each party represents and warrants to the other party that it will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this agreement. Instructure will implement all reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access and to ensure the security of the Customer Confidential Information (defined below) and data. Instructure agrees to only use or disclose personal information records created or received from, by, or on behalf of Customer or its Users for the purposes of (a) providing and improving the Services and in accordance with the Instructure Privacy Policy, except that Instructure may create, use, and disclose de-identified and aggregated data based upon personal information records for its own purposes, (b) as permitted by this agreement, (c) as required by law or regulation, or (d) as authorized by Customer in writing. Notwithstanding the foregoing, Instructure may access, preserve, and disclose User's registration and any other information if required to do so based on a good faith belief that such access, preservation, or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.

Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND

FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

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 this Agreement.

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 property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this 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.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Agreement.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of**

the Contract, or two (2) times the charges for services rendered within the preceding 12 months by the Contractor under the Agreement. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them 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.

CODE OF ETHICS:

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

WAIVER:

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

HEADINGS:

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

ASSIGNMENT:

No contractor shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

CONTRACT CONTROVERSIES:

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

RIGHT TO AUDIT:

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this Agreement for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

RECORD RETENTION:

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

CONTRACT MODIFICATIONS:

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

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

SEVERABILITY:

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

TERMINATION:

The State of Louisiana has the right to terminate this Agreement immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any Agreement with the State of Louisiana; (c) conflict of Agreement provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

TERMINATION FOR CONVENIENCE:

The State of Louisiana may terminate this Agreement for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily. Both parties acknowledge and agree that in the event this Agreement is terminated no refunds shall be given for pre-paid fees.

TERMINATION FOR CAUSE:

The State may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded

diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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 Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Both parties acknowledge and agree that no refunds shall be given for pre-paid fees.

SECURITY:

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

CONFIDENTIALITY:

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties.

COMPLIANCE WITH CIVIL RIGHTS LAWS:

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

PAYMENT:

The State shall pay Contractor in accordance with the Price Schedule set forth in Attachment A to this Agreement. Payments will be made by the State within thirty (30) days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the agreement and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

The Contractor shall invoice LCTCSONline directly and payment shall be made by LCTCSONline directly to the Contractor in accordance with the payment terms agreed to in this Agreement. The total maximum fee for services contained in this agreement shall not exceed **\$1,946,119.17 for the initial three (3) year term** of this agreement and shall not exceed a total of **\$3,412,156.12** for five (5) years if this agreement is extended for the maximum five (5) year term. The payment schedule for each year is detailed below and in **Attachment A**.

Year	Total Maximum Fees by Year
Year 1 (7/1/2020 – 6/30/2021)	\$617,186.98
Year 2 (7/1/2021 – 6/30/2022)	\$648,395.30
Year 3 (7/1/2022 – 6/30/2023)	\$680,536.89
Year 4 (7/1/2023 – 6/30/2024)	\$1,714,928.61
Year 5 (7/1/2024 – 6/30/2025)	\$1,751,108.34
Total	\$3,412,156.12

¹ The term of this agreement must be amended to extend the term beyond Year 3.

State must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. State is responsible for the payment of all sales, use, VAT and other similar taxes. All orders are non-cancelable, and the fees are non-refundable (except as expressly provided herein).

TAXES:

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Attachment A.

LATE PAYMENTS:

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

FUND USE:

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

USE OF AGENCY'S FACILITIES:

Any property of the State furnished to the Contractor shall be used only for the performance of this Agreement.

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

The Contractor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WARRANTIES:

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in this Agreement.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

WARRANTY OF PERFORMANCE:

Service Availability Warranty. Instructure warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages,

standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User), (ii) the functionality or features of the Service may change but will not materially degrade during the Term, and (iii) that Support may change but will not materially degrade during the Term.

Annual Availability Warranty: 99.9% availability percentage

- If Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

A Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty and multiplying it by 3% of 1/12 the annual subscription fee. Customer's sole and exclusive remedy for breach of the warranty in this Section will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or thirty (30) days after.

Third Party Links/Service Disclaimer. The Service may link to third party web sites (including without limitation, links provided by Users of the Service) or allow access to third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third-party sites or services.

EXTENT OF WARRANTY:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ANTI-KICKBACK CLAUSE:

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT:

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT:

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT:

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT:

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT:

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

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONTRACTOR'S COOPERATION/CLOSE-OUT:

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

SECRETARY OF STATE REGISTRATION REQUIREMENT:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

NOTICES:

All notices hereunder must be in writing and delivered by personal delivery, postage prepaid certified mail or nationally recognized delivery service, to the address beneath the name of each

respective party below. Such notice shall be effective when received as indicated by post office records. For the above purposes, the State's and Contractor's names and addresses are respectively:

State: Louisiana Community and Technical College System
265 S. Foster Dr.
Baton Rouge, LA 70806

Contractor: Instructure, Inc.
6330 South 3000 East
Suite 700
Salt Lake City, UT 84121

CONTRACTOR INSURANCE REQUIREMENTS:

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers' Compensation coverage only. The Contractor shall maintain for the duration of the agreement 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.

1. Scope and Limits of Insurance

a. Workers' Compensation

Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation insurance which shall comply with the Workers' Compensation laws of Louisiana and of the State of the Contractor's headquarters. Employers' Liability is included with a limit of \$500,000 per accident/per disease/per employee.

b. Commercial General Liability

The Contractors shall maintain during the life of the contract, such Commercial General Liability insurance, including Personal and Advertising Injury Liability, which shall have a limit per occurrence of \$1,000,000 and a 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.

c. Automobile Liability

The Contractor shall maintain during the life of the contract, such Automobile Liability Insurance which shall have a 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 (if applicable), hired and non-owned automobiles.

d. **Professional Liability (Errors and Omissions) including Network and Privacy Security ("Cyber")**

The Contractor shall maintain during the life of the contract, such Professional Liability insurance, which covers the professional errors, acts, or omissions of the Contractor and include first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit of \$4,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the agreement. It shall provide coverage for the duration of the agreement and shall have an expiration date no later than thirty (30) calendar days after the anticipated completion of the agreement. The policy shall provide an optional extended reporting period of not less than twenty-four (24) months, from the expiration date of the policy.

2. Deductibles and Self-Insured Retentions

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

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. **General Liability and Automobile Liability Coverage**

- i. The Department, its officers, agents, employees and volunteers shall include as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- ii. The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- iii. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

b. **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

c. **All Coverage**

- i. Contractor shall endeavor to provide Department thirty (30) days notice in the event any coverage required under this agreement is canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits, ten (10)-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.

- ii. 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.
- iii. The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

4. 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 agreement.

5. Verification of Coverage

The Contractor shall furnish the Department 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 the Department before work commences and upon any agreement renewal thereafter.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Department, 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 agreement.

6. Subcontractors

The Contractor shall include all subcontractors as insured 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. The Department reserves the right to request copies of subcontractor's Certificates at any time.

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, 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 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 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 agreement.

RETURN OR DESTROY UPON TERMINATION:

Upon termination or expiration of this agreement for any reason, Customer must destroy or return all property belonging to Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.

SUSPENSION OF SERVICE AND REMOVAL OF STATE CONTENT FOR VIOLATIONS OF LAW OR POLICY:

Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer and/or its Users may have violated a law or a restriction in this agreement. Where legally possible, Instructure shall endeavor to notify Customer in advance. In the event Instructure is required by law to remove an offending Customer Content immediately, Instructure will send notification to Customer and may remove such Content immediately after sending the notification.

SUBCONTRACTORS:

Notwithstanding anything to the contrary in this Agreement, Instructure is permitted to subcontract cloud-related infrastructure elements of the Services to third-parties to allow Instructure to fulfill its obligations under this Agreement (collectively, the "Cloud Providers").

SUBSTITUTION OF PERSONNEL:

If, during the term of this Agreement, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed by the Contractor.

MONEY DAMAGES INSUFFICIENT:

Each party acknowledges and agrees that any threatened or actual breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party for which monetary damages would be an inadequate remedy. In such case, the other party may seek a court order, without the requirement of posting bond, to enjoin or otherwise stop any breach or avoid any future breach.

PUBLICITY:

The State agrees to act as a reference account that will, upon Contractor's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective

customers and participate in Service-related case studies. The State agrees to issue joint press releases with Contractor regarding the Service, *as approved by Contractor*. The State agrees to allow Contractor to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with State's trademark guidelines and policies.

INDEPENDENT CONTRACTORS:

The parties are independent contractors with respect to each other.

NO ADDITIONAL TERMS:

Contractor rejects additional or conflicting terms of any State form-purchasing document.

SURVIVAL OF TERMS:

Any terms that by their nature survive termination or expiration of this Agreement, will survive.

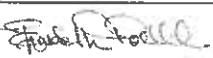
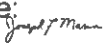
FORCE MAJEURE:

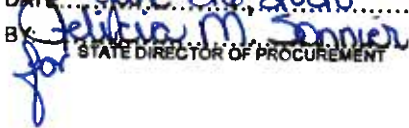
Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this contract if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party.

COMPLETE AGREEMENT:

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

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

Contractor: Instructure, Inc.	Agency: Louisiana Community and Technical College System
Signature: 	Signature: 
Name: Elizabeth Powell	Name: Joseph F. Marin
Title: Senior Manager, Deal Desk	Title: Chief Operations Officer
Date: Jun 24, 2020	Date: Jun 24, 2020

APPROVED
DIVISION OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT
LOG NO. 20 04 012
DATE: June 26, 2020
BY: 
STATE DIRECTOR OF PROCUREMENT

ATTACHMENT A

1) *Organizational Hierarchy*

Instructure replicates the organizational hierarchy of LCTCS by maintaining a single Canvas instance (root account). At this root account level, LCTCSOnline has central administrative control, data access, and reporting capabilities. Under that root account, Instructure provides a sub-account for each LCTCS member college. These sub-accounts enable each member college to maintain its own custom branding and style. Each college also retains local administrative and reporting capabilities within its sub-account.

Instructure meet with LCTCSOnline Project Manager on at least a quarterly basis to review the performance, maintenance, and uptime of the LCTCS Canvas account and to resolve any outstanding issues.

2) *Documentation - Included*

The Canvas Help Center—a freely available online documentation library, knowledgebase, and user community—can be accessed by clicking the Help button in the Canvas interface or directly at <http://help.instructure.com>.

The support resources of the Canvas Help Center are available 24/7/365 to administrators, faculty, and students. It contains links to Canvas Guides, video tutorials, FAQs, user-group specific help, discussion boards, release notes, and Canvas Communities sites, including Google Groups, Facebook, Listserv, Open Source, and client-specific communities.

All Canvas documentation is provided at no additional cost. The online Canvas Guides (<http://guides.instructure.com/>) are an extensive set of user and technical documentation and include Quickstart Guides for students and instructors. The Guides can be downloaded as PDF documents for hard copy printing and reproduction.

3) *Tier 1 Support for Instructors and Students and Premium Support Package – Not to Exceed \$1,026,410.50*

Instructure's support terms are located at <http://www.instructure.com/policies/support-terms>. Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. Under Instructure's Support Packages, Tier I support is provided by the institution's LMS Administrator and Instructure's Support team provides Tier II and Tier III technical support. The Basic Support package is included in the Canvas subscription fee at no additional cost. Instructure also, however, offers optional Tier I Support that provides live 24/7/365 technical support for the institution's users. The table provides a comparison of the services offered in the support packages offered by Instructure.

Table 1. Canvas Support Packages

	Basic Support	Premium Support
Cost	Included in subscription fee	20% of annual subscription fee or \$2,500 minimum
Online Canvas Help Center	24/7/365	24/7/365
Email Support (escalated tickets to Tier II & III)	2-business day response time	8-hour response time
Toll-Free Phone Support for LMS Admin	M-F 6am to 6pm Local Time	24/7/365
Authorized LMS Admin Support Accounts ¹	1	3

¹ Additional LMS Administrator support accounts are available for \$500.00 per account per year.

To provide institutions with the highest level of support, Instructure highly recommends our optional Premium Support package and Tier I support. Client institutions that subscribe to the Premium Support package and Tier I Support consistently and enthusiastically report to us that they are extremely satisfied with the value, level of service, and cost-effectiveness of these services. We would be happy to provide additional references of client institutions that subscribe to the Premium and Tier I Support packages.

Tier I Support by Instructure's Support team provides first-line help desk support to address and resolve user issues such as logging into Canvas, questions about Canvas features and functions, and resolving other operational problems.

The institution's users can contact Instructure's Tier I Support staff 24/7 through online ticket submission, chat, e-mail, or phone. The institution's LMS administrator(s) have access to all user-submitted tickets and monthly usage reports. Instructure's Tier I Support can be made accessible through the institution's own branded support portal. The table below lists Tier I support service levels.

Table 2. Canvas Tier I Support Service Levels

Service	Service Level
First contact resolution	Greater than 75%
Call abandon rate	Less than 10%
Phone	80% of calls answered in 60 seconds or less
Online chat	80% of chat requests answered in 120 seconds or less
Online form – email & help desk ticket response	80% of tickets or emails responded to in 60 minutes or less

Instructure's support terms are located at <http://www.instructure.com/policies/support-terms>. Instructure Tier I Support requires the purchase of Premium Support as described in the table above as well as the subscription costs shown in the table below.

Table 3. Canvas Tier I Support Costs

Description	Term	Cost
Year 1 Tier I Support for Instructors and Students (38,511 x \$2.53)	7/1/2020 – 6/30/2021	\$97,432.83
Year 2 Tier I Support for Instructors and Students (38,511 x \$2.66)	7/1/2021 – 6/30/2022	\$102,439.26
Year 3 Tier I Support for Instructors and Students (38,511 x \$2.79)	7/1/2022 – 6/30/2023	\$107,445.69
Year 4 Tier I Support for Instructors and Students (38,511 x \$2.93)	7/1/2023 – 6/30/2024	\$112,837.23
Year 5 Tier I Support for Instructors and Students (38,511 x \$3.08)	7/1/2024 – 6/30/2025	\$118,613.88
Total Tier I Support for Instructors and Students (FTE Users)		\$538,768.89
Year 1 Tier I Support for Non-Traditional Users (750 x \$2.53)	7/1/2020 – 6/30/2021	\$1,897.50
Year 2 Tier I Support for Non-Traditional Users (750 x \$2.66)	7/1/2021 – 6/30/2022	\$1,995.00
Year 3 Tier I Support for Non-Traditional Users (750 x \$2.79)	7/1/2022 – 6/30/2023	\$2,092.50
Year 4 Tier I Support for Non-Traditional Users (750 x \$2.93)	7/1/2023 – 6/30/2024	\$2,197.50
Year 5 Tier I Support for Non-Traditional Users (750 x \$3.08)	7/1/2024 – 6/30/2025	\$2,310.00
Total Tier I Support for Non-Traditional Users¹		\$10,492.50
Total 5 Year Max Cost for Tier I Support		\$549,261.39

¹ The number of Non-Traditional Users is estimated at 750 per year. Any increase to the number of users will require an amendment to this agreement signed by both parties.

Non-Traditional User Definition

A Non-Traditional User is a user not included in the FTE definition above.

How Non-Traditional Users Will Be Determined Each Annual Term

For the initial annual term, the State will project the number of Non-Traditional Users. For each subsequent annual term, the actual number of Non-Traditional Users from the previous term in conjunction with any State projected increases will be used to determine the number of Non-Traditional Users for that upcoming annual term. The number of actual Non-Traditional Users will be calculated by the State and will be submitted annually to Contractor 30 days prior to the start of each annual term.

Table 4. Canvas Premium Support Package Costs

Description	Term	Cost
Year 1 Premium Support for all Users (20% of Subscription)	7/1/2020 – 6/30/2021	\$86,309.44
Year 2 Premium Support for all Users (20% of Subscription)	7/1/2021 – 6/30/2022	\$90,660.17
Year 3 Premium Support for all Users (20% of Subscription)	7/1/2022 – 6/30/2023	\$95,166.45
Year 4 Premium Support for all Users (20% of Subscription)	7/1/2023 – 6/30/2024	\$99,982.31
Year 5 Premium Support for all Users (20% of Subscription)	7/1/2024 – 6/30/2025	\$105,030.74
Total 5 Year Max Cost¹ for Premium Support		\$477,149.11

¹ The number of Non-Traditional Users is estimated at 750 per year. Any increase to the number of users will require an amendment to this contract signed by both parties.

4) Annual Software License and Maintenance – Not to Exceed \$2,385,745.62

The table below lists the key features and services included in the Canvas subscription fee.

Table 5. Canvas Subscription Inclusions Breakout

Canvas Subscription Inclusions	
Comprehensive and Complete Hosting Services	Synchronous/Asynchronous Learning Components
Communication Utilities	Migration Tools
Analytics/Reporting Tools	Test/Training Instance
Mobile Support and Apps	Basic Support Package
Content Management	Rubrics & Outcomes
Cross-Listing Support	ePortfolios
SpeedGrader™ and Gradebook	SIS Integration Support
500 MB Storage per User ^{1,2}	Web Conferencing
Analytics Toolset	Open API
Canvas Commons – Learning Object Repository (LOR)	Groups/Discussions/Social Media Tools/Chat

¹ Additional storage available at \$0.50 per 500 MB per user per year. Additional storage must be purchased in lots based on the institution's full user count.

² Any additional charge will require an amendment to this agreement signed by both parties.

Instructure's comprehensive hosting services are included in the annual Canvas subscription fees at no additional cost. The table below lists key benefits and features of Instructure's hosting services and support for Canvas.

Table 6. Instructure Hosting Services

Feature	Description
Comprehensive hosting services	Full system administration provided by Instructure—including performance monitoring, account management, and system maintenance—freeing up local institutional IT/IS resources
Native cloud service	Architected for the cloud; fully hosted, and managed on the infrastructure provided by Amazon Web Services with 99.9% guaranteed system availability
“Hands-Free” upgrade/update	Upgrades/updates are released on a regular schedule and typically deployed with no downtime incurred
Annual open security audits	Instructure contracts independent, third-party firms to conduct annual security audits of Canvas and publicly publishes the results
Backup and recovery	Data is automatically backed up daily on secure, geographically diverse servers
Disaster recovery	In case of emergency or disaster, data is recovered from backups that span multiple power grids and networks, with “offsite” backups in different geographical regions
Canvas Help Center	Web-based support and knowledgebase, including links to Canvas Guides, video tutorials, FAQs, user-groups, discussion board, and release notes
General forums	Instructure Announcements, Ask a Question, The Water Cooler
Product forums	Feature Requests, Feature Requests We've Implemented, Product Release Notes, What's New in Canvas, Security Notices
Community Resources	Best Practice Webinar Topics (for vote), Best Practice Webinar Archive, Community Created Resources, InstructureCon Presentations, Extension & Integration Library
Incident reporting and tracking	Incidents reported via the integrated Help Tool, Canvas Help Center, email, and phone are tracked using Zendesk, a web-based help desk / support ticket system. Users can track their own reported incidents.
Online Standard Training Package	Includes LMS Administrator, Support, and Instructor/User training webinars
Optional training offerings	Includes high-level course topics that can be delivered online or onsite including the Course Design Workshop, Migrating to Canvas Workshop, Training Strategies Workshop, Collaboration Workshop, and customized training tailored to the institution's specific training needs
Professional Services	Comprehensive deployment management and custom tool development can be engaged at additional cost

Contractor agrees to provide the following pricing to the State for the duration of the Agreement.

Table 7. Canvas Cloud Subscription Costs

Description	Due Date	Cost
Year 1 Subscription Cost for FTE Users (38,511 x \$11.11)	7/1/2020 – 6/30/2021	\$427,857.21
Year 2 Subscription Cost for FTE Users (38,511 x \$11.67)	7/1/2021 – 6/30/2022	\$449,423.37
Year 3 Subscription Cost for FTE Users (38,511 x \$12.25)	7/1/2022 – 6/30/2023	\$471,759.75
Year 4 Subscription Cost for FTE Users (38,511 x \$12.87)	7/1/2023 – 6/30/2024	\$495,636.57
Year 5 Subscription Cost for FTE Users (38,511 x \$13.52)	7/1/2024 – 6/30/2025	\$520,668.72
Total Subscription Costs for FTE Users		\$2,365,345.62
Year 1 Subscription Cost for Non-Traditional Users (750 x \$4.92)	7/1/2020 – 6/30/2021	\$3,690.00
Year 2 Subscription Cost for Non-Traditional Users (750 x \$5.17)	7/1/2021 – 6/30/2022	\$3,877.50
Year 3 Subscription Cost for Non-Traditional Users (750 x \$5.43)	7/1/2022 – 6/30/2023	\$4,072.50
Year 4 Subscription Cost for Non-Traditional Users (750 x \$5.70)	7/1/2023 – 6/30/2024	\$4,275.00
Year 5 Subscription Cost for Non-Traditional Users (750 x \$5.98)	7/1/2024 – 6/30/2025	\$4,485.00
Total Subscription Costs for Non-Traditional Users¹		\$20,400.00
Total 5 Year Max Subscription Costs		\$2,385,745.62

¹ The number of Non-Traditional Users is estimated at 750 per year. Any increase to the number of users will require an amendment to this contract signed by both parties.

Non-Traditional User Definition

A Non-Traditional User is a user not included in the FTE definition above.

How Non-Traditional Users Will Be Determined Each Annual Term

For the initial annual term, the State will project the number of Non-Traditional Users. For each subsequent annual term, the actual number of Non-Traditional Users from the previous term in conjunction with any State projected increases will be used to determine the number of Non-Traditional Users for that upcoming annual term. The number of actual Non-Traditional Users will be calculated by the State and will be submitted annually to Contractor 30 days prior to the start of each annual term.

ATTACHMENT B
INSTRUCTURE SERVICES ORDER FORM



Services Order Form

Order #: Q-89675-7
Date: 6/23/2020
Offer Valid Through: 6/30/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Louisiana Community and Technical College System

Address: 265 S. Foster Dr.
City: Baton Rouge
State/Province: Louisiana
Zip/Postal Code: 70806
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Jessica Gay
Email: jgay@lctcs.edu lctcsaccountspayable@lctcs.edu
Phone: 225-308-4383

Primary Contact

Name: Melissa LaCour
Email: melissalacour@lctcs.edu
Phone: (225) 308-4402

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	FTE	38,511	USD 11.11	USD 427,857.21
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	750	USD 4.92	USD 3,690.00
24x7 Support	7/1/2020	6/30/2021	20% of Subscription (Minimums Apply)	1	USD 86,309.44	USD 86,309.44
Tier 1 Support	7/1/2020	6/30/2021	FTE	38,511	USD 2.53	USD 97,432.83
Tier 1 Support	7/1/2020	6/30/2021	User	750	USD 2.53	USD 1,897.50
Recurring Sub-Total						USD 617,186.98
Year 1 Total						USD 617,186.98

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2021	6/30/2022	FTE	38,511	USD 11.67	USD 449,423.37
Canvas Cloud Subscription	7/1/2021	6/30/2022	User	750	USD 5.17	USD 3,877.50

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Support	7/1/2021	6/30/2022	20% of Subscription (Minimums Apply)	1	USD 90,660.17	USD 90,660.17
Tier 1 Support	7/1/2021	6/30/2022	FTE	38,511	USD 2.66	USD 102,439.26
Tier 1 Support	7/1/2021	6/30/2022	User	750	USD 2.66	USD 1,995.00
Recurring Sub-Total						USD 648,395.30
Year 2 Total						USD 648,395.30

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2022	6/30/2023	FTE	38,511	USD 12.25	USD 471,759.75
Canvas Cloud Subscription	7/1/2022	6/30/2023	User	750	USD 5.43	USD 4,072.50
24x7 Support	7/1/2022	6/30/2023	20% of Subscription (Minimums Apply)	1	USD 95,166.45	USD 95,166.45
Tier 1 Support	7/1/2022	6/30/2023	FTE	38,511	USD 2.79	USD 107,445.69
Tier 1 Support	7/1/2022	6/30/2023	User	750	USD 2.79	USD 2,092.50
Recurring Sub-Total						USD 680,536.89
Year 3 Total						USD 680,536.89

Year 4

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2023	6/30/2024	FTE	38,511	USD 12.87	USD 495,636.57
Canvas Cloud Subscription	7/1/2023	6/30/2024	User	750	USD 5.70	USD 4,275.00
24x7 Support	7/1/2023	6/30/2024	20% of Subscription (Minimums Apply)	1	USD 99,982.31	USD 99,982.31
Tier 1 Support	7/1/2023	6/30/2024	FTE	38,511	USD 2.93	USD 112,837.23
Tier 1 Support	7/1/2023	6/30/2024	User	750	USD 2.93	USD 2,197.50
Recurring Sub-Total						USD 714,928.61
Year 4 Total						USD 714,928.61

Year 5

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2024	6/30/2025	FTE	38,511	USD 13.52	USD 520,668.72
Canvas Cloud Subscription	7/1/2024	6/30/2025	User	750	USD 5.98	USD 4,485.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Support	7/1/2024	6/30/2025	20% of Subscription (Minimums Apply)	1	USD 105,030.74	USD 105,030.74
Tier 1 Support	7/1/2024	6/30/2025	FTE	38,511	USD 3.08	USD 118,613.88
Tier 1 Support	7/1/2024	6/30/2025	User	750	USD 3.08	USD 2,310.00
Recurring Sub-Total						USD 751,108.34
Year 5 Total						USD 751,108.34
Grand Total:						USD 3,412,156.12

Deliverable	Description	Expiration
Canvas Cloud Subscription	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.	N/A
Canvas Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A
Tier 1 Support	Tier 1 Support per user (minimums apply)	N/A
Tier 1 Support	Tier 1 Support per user (minimums apply)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Notes

The pricing offered does not exceed the published pricing as of the date of this contract, which is \$27.60.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is tax exempt: <u>X yes tax exempt</u> <i>Please email any/all exemption certifications to ar@instructure.com.</i>
Please Enter (Yes or No): <u>No</u>	
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Louisiana Community and Technical College System

Signature:	<u>Joseph F. Marin</u>
Name:	<u>Joseph F. Marin</u>
Title:	<u>Chief Operations Officer</u>
Date:	<u>Jun 24, 2020</u>

Instructure, Inc.

Signature:	<u>Elizabeth Powell</u>
Name:	<u>Elizabeth Powell</u>
Title:	<u>Senior Manager, Deal Desk</u>
Date:	<u>Jun 24, 2020</u>

Contract LCTCS_Instructure









07012020_06302025

Final Audit Report

2020-06-24

Created:	2020-06-23
By:	Michele Nardini (mnardini@lctcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyT9hNCw8aDeZyn5ht5DNqPxb6t0vddE

"Contract LCTCS_Instructure 07012020_06302025" History

-  Document created by Michele Nardini (mnardini@lctcs.edu)
2020-06-23 - 6:30:27 PM GMT - IP address: 68.105.159.41
-  Document emailed to Elizabeth Powell (epowell@instructure.com) for signature
2020-06-23 - 6:32:44 PM GMT
-  Email viewed by Elizabeth Powell (epowell@instructure.com)
2020-06-24 - 5:54:05 AM GMT - IP address: 74.125.212.43
-  Document e-signed by Elizabeth Powell (epowell@instructure.com)
Signature Date: 2020-06-24 - 9:22:44 PM GMT - Time Source: server- IP address: 73.20.85.91
-  Document emailed to Joseph Marin (jmarin@lctcs.edu) for signature
2020-06-24 - 9:22:46 PM GMT
-  Email viewed by Joseph Marin (jmarin@lctcs.edu)
2020-06-24 - 9:46:57 PM GMT - IP address: 24.254.48.159
-  Document e-signed by Joseph Marin (jmarin@lctcs.edu)
Signature Date: 2020-06-24 - 9:47:21 PM GMT - Time Source: server- IP address: 24.254.48.159
-  Signed document emailed to Joseph Marin (jmarin@lctcs.edu), Michele Nardini (mnardini@lctcs.edu), cdowns@instructure.com, renewals@instructure.com, and 4 more
2020-06-24 - 9:47:21 PM GMT



Adobe Sign

The background of the slide features a large, faint, circular seal of the Louisiana House of Representatives. The seal contains the text "STATE OF LOUISIANA" at the top, "HOUSE OF REPRESENTATIVES" at the bottom, and "CONFIDENCE" in the center. It also includes the words "UNION" and "JUSTICE" separated by a dot, and two stars. In the center of the seal is a figure of a person, possibly a Native American, holding a bow and arrow.

AGENDA ITEM #6 GOVERNOR'S EXECUTIVE BUDGET

**(Documents will be provided and web links will be available the day of
the meeting)**

Agenda Item #7

Presentation of the
calculation for the
expenditure limit for FY
2023-2024

Office of the Commissioner
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

MEMORANDUM

TO: Honorable Jerome Zeringue
Chairman, Joint Legislative Committee on the Budget

FROM: Jay Dardenne
Commissioner of Administration

DATE: February 17, 2023

SUBJECT: Fiscal Year 2023-2024 State Expenditure Limit

In compliance with Revised Statute 39:33.1, the Commissioner of Administration shall submit a calculation for Fiscal Year 2023-2024 to the Joint Legislative Committee on the Budget no later than thirty-five days prior to the start of the 2023 Regular Legislative Session, or by March 6, 2023.

The expenditure limit for Fiscal Year 2024 is calculated as the expenditure limit for Fiscal Year 2023 times the growth factor if the growth factor is positive. Pursuant to the statute, the growth rate is the average of the annual growth in state personal income for the three calendar years preceding the fiscal year as reported by the U.S. Department of Commerce. This calculation is attached.

The expenditure limit established for Fiscal Year 2022-2023 was \$15,889,263,342. **The expenditure limit calculated for Fiscal Year 2023-2024 is \$16,497,721,252, which is 3.83% higher than the Fiscal Year 2022-2023 expenditure limit.**

JD:kh

Enclosure

FY23-24 Expenditure Limit Growth Rate

Calendar Year	State Personal Income (\$ Million)	Quarterly Annual Change	Annual Change	3 Year Average = FY23/24 Growth Rate
2019	222,349			
2020Q1	225,139			
2020Q2	250,935			
2020Q3	240,127			
2020Q4	229,095			
2020	236,324		6.29%	
2021Q1	261,941			
2021Q2	246,125			
2021Q3	248,409			
2021Q4	246,328			
2021	250,701		6.08%	
2022Q1	245,261			
2022Q2	249,323			
2022Q3	250,896			
2022	248,493		-0.88%	3.83%

Expenditure Limit

SFY	Expenditure Limit	Growth Rate	Annual Change
2005-06	\$10,121,874,771	3.71%	\$362,088,086
2006-07	\$10,318,239,142	1.94%	\$196,364,371
2006-07 raised*	\$12,196,877,089	NA	\$2,075,002,318
2007-08	\$11,599,764,443	12.42%	\$1,281,525,301
2007-08 raised**	\$12,614,422,713	NA	\$417,545,624
2008-09	\$12,294,590,334	5.99%	\$694,825,890
2009-10	\$13,923,623,553	13.25%	\$1,629,033,219
2010-11	\$14,430,606,696	3.64%	\$506,983,143
2011-12	\$14,912,885,640	3.34%	\$482,278,944
2012-13	\$15,117,140,870	1.37%	\$204,255,230
2013-14	\$15,686,646,424	3.77%	\$569,505,554
2013-14 lowered***	\$12,916,140,654	0.00%	-\$2,770,505,770
2014-15	\$13,365,694,187	3.48%	\$449,553,533
2015-16	\$13,853,769,302	3.65%	\$488,075,115
2016-17	\$14,188,108,716	2.41%	\$334,339,414
2017-18	\$14,616,943,593	3.02%	\$428,834,877
2018-19	\$14,805,436,238	1.29%	\$188,492,645
2018-19 lowered****	\$13,591,805,919	-7.01%	-\$1,025,137,674
2019-20	\$13,840,931,859	1.83%	\$249,125,940
2020-21	\$14,353,474,249	3.70%	\$512,542,390
2021-22	\$15,021,678,035	4.66%	\$668,203,786
2022-23	\$15,889,263,342	5.78%	\$867,585,308
2023-24	\$16,497,721,252	3.83%	\$608,457,910

NOTE: Based on information released by the Bureau of Economic Analysis on December 27, 2022. Data subject to revision in future months and years.

* raised \$1,878,637,947 above the calculated limit to accommodate FY06 surplus and excess revenue (one time only, not rebased)

** raised \$1,014,658,270 above the calculated limit to accommodate FY07 surplus and excess revenue (one time only, not rebased)

*** HCR6 (House Concurrent Resolution 6) of the 2013 Regular Session established that the new Expenditure Limit for FY14 is \$12,916,140,654. Any future growth rates should be calculated from this number.

**** HCR5 (House Concurrent Resolution 5) of the 2018 Regular Session established that the new Expenditure Limit for FY19 is \$13,591,805,919. Any future growth rates should be calculated from this number.