

SUB-GRANT BETWEEN STATE OF LOUISIANA

Department of Public Safety Services
LOUISIANA HIGHWAY SAFETY COMMISSION

AND

City of Thibodaux

IMPLEMENTING AGENCY (if different from Sub-grantee): Thibodaux Police Department

SUB-GRANT NUMBER (ISIS/LAGOV): 2000885277

LHSC PROJECT NUMBER: 2025-30-55

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES
AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

SUB-GRANTEE (Legal Name if Corporation)

FEDERAL EMPLOYER TAX ID 726001396

City of Thibodaux

NUMBER STATE LDR ACCOUNT # EXEMPT

SUB-GRANTEE UNIQUE IDENTIFIER NUMBER: KR3YE8K5GGA9

STATE VENDOR NUMBER: 310009025

STREET ADDRESS

TELEPHONE NUMBER: (985) 446-7607

310 West 2nd Street

CITY Thibodaux

STATE LA

ZIP CODE 70302

SUB-GRANTEE EMAIL ADDRESS: kclement@ci.thibodaux.la.us

PROJECT TITLE: LHSC FFY 2025 Traffic Safety Enforcement

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (Scope):

Conduct high visibility traffic safety enforcement as part of the LHSC FFY 2025 traffic safety effort.

BEGIN DATE October 1, 2024

END DATE September 30, 2025

MAXIMUM SUB-GRANT AMOUNT N/A

MULTI-YEAR SUB-GRANT BREAKDOWN N/A

FEDERAL AWARDDING AGENCY: U. S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)

FUNDING:

Award Description	Assistance Listing Number	FAIN NUMBER	Awarded Amount
BIL NHTSA 402	20.600	69A37525300004020LAO	\$40,050.00
BIL 154 Transfer Funds	20.607	69A37525300001540LAA	\$97,560.00
BIL 405e Distracted Driving Awareness 24-26	20.616	69A3752530000405ELAA	\$7,470.00
			\$0.00
			\$0.00
		Total Federal Award:	\$145,080.00
Sub-grantee Matching Funds			\$0.00
Sub-grantee Program Income			\$0.00
		Total Project Costs:	\$145,080.00

*per NHTSA guidance State sub-grants are discretionary

ATTACH BUDGET HERE: (shown at end of document)



Funding for this sub-grant begins on October 1, 2024 and ends September 30, 2025. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Sub-grants apply to this sub-grant.

The LHSC funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Upon approval of a completed claim packet as described in Section E below.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: LHSC Program Coordinator

A. Sub-grantee Performance Measures:

- Number of occupant protection checkpoints conducted/participated in
- Number of occupant protection saturation patrols conducted
- Occupant protection use rate in target area.
- Number of speed enforcement hours conducted
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities.
- Number (or percent) of nighttime occupant protection enforcement hours conducted
- Number of (or percent) of distracted driving fatalities.
- Number of (or percent) of fatal crashes involving drivers age 20 or younger.
- Number of (or percent) of fatal crashes involving impaired drivers age 20 or younger.

B. Sub-grantee Performance Targets

- a. This sub-grant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2025 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.
- b. The sub-grantee agrees to support the LHSC statewide performance targets as listed on the LHSC website at: www.lahighwaysafety.org

Reduce impaired driving related fatal crash rate 1 percent in target area.

Reduce unrestrained fatalities 1 percent in target area.

Increase occupant protection use rate by 1 percent in target area.

Reduce motorcyclist fatalities 1 percent in target area.

Reduce fatal crashes involving drivers age 20 or younger by 1 percent in target area.

Reduce fatal crashes involving impaired drivers age 20 or younger by 1 percent in target area.

Reduce distracted driving fatalities by 1 percent in target area.

c. Sub-grantee Specific Performance Target(s):

- i. Complete at least 90% of the contracted overtime enforcement hours by the end of the contract period.
- ii. Conduct/participate in at least four (4) day or night Occupant Protection (OP) Checkpoints, one per quarter, throughout the contract year.
- iii. Conduct/participate in at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Ticket campaign
- iv. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.
- v. Conduct/participate in at least four (4) DWI Checkpoints and or Saturation Patrol efforts, one per quarter, throughout the contract year.
- vi. Work each of the twelve months of the performance period with special emphasis on the five waves as listed under D. Sub-grant Requirements which is included below.

C. Sub-grantee Deliverables:**a. Evidence-Based Enforcement Plan**

All agencies must use an evidence-based enforcement approach for this sub grant. Evidence-based enforcement requires your agency to:

- i. Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located on-line at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: <https://carts.lsu.edu/datareports/report/crash> and the National Highway Traffic Safety Administration (NHTSA) at: <https://www.nhtsa.gov/data> Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources.
- ii. Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.
- iii. Document (i) and (ii) above.

b. Police Community Collaboration

Your agency is strongly encouraged to conduct engagement activities to better serve the community by improving traffic safety. Police-community collaboration requires your agency to build relationships with community leaders and develop some sort of process to continually seek input and feedback from them. For training and guidance on easy processes for soliciting comments, consult with your LHSC PTS Program Coordinator and regional Law Enforcement Liaison.

c. Other Special Conditions for Enforcement

- i. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.
- ii. Your agency will be considered to comply with LHSC performance expectations as long as they can demonstrate completion of enforcement activity efforts with some measure of success. Failure to achieve any performance expectation will not exclude your agency from consideration for future funding.

d. Occupant Protection Enforcement**i. Nighttime Drivers**

All agencies are **required** to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.

ii. Pickup Truck Drivers

All agencies are **required** to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the

Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your jurisdiction which is 87.40%~~or~~ Lafourche Parish Parish. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Your agency is encouraged to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

e. Impaired Driving Enforcement

When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson located at the listed link below.

[State of LA v. Leon Jackson](#)

Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development, (225) 925-6202

Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under E. Sub grant Requirements paragraph f.

Conduct Impaired Driving checkpoints and/or saturation patrols at high-risk locations within your jurisdictions.

Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the impaired driving related fatal crash rate in your jurisdiction which is 35.3% for Lafourche Parish Parish in 2023. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Encourage SFST Certifications for all officers working DWI overtime enforcement.

Your agency is encouraged to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police.

Provide press release notice of your agencies scheduled DWI checkpoints on grant overtime to: terry.chustz@la.gov

Clearly document Impaired Driving checkpoints and/or saturation patrols, and your agencies supporting PI&E activities, on the monthly LHSC reimbursement forms Annexes B and the online Annex C.

Ensure that no more than 40% of Impaired Driving funds are used to conduct Impaired Driving checkpoints.

Your agency is encouraged to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary training. For information and/or training contact the LHSC LADRIVING training coordinator, Terry Chustz (Terry.Chustz@la.gov) or ladriving@la.gov

f. Other Traffic Safety Activities

- i. **Speed Enforcement:** If your contract includes Speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- ii. **Juvenile Underage Drinking Enforcement:** If your contract includes juvenile underage drinking enforcement (JUDE) your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events), and areas where underage procurement and consumption are identified.

- iii. **Distracted Driving Enforcement:** If your contract includes distracted driving enforcement, your agency to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

g. Motorcycle Enforcement

All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.

h. Moving or Other Hazardous Violations Enforcement

Take appropriate enforcement action on other hazardous moving violations observed during grant-funded overtime and report those actions on monthly Annex C reports.

i. Pedestrian and Non-Motorized Enforcement

If your contract includes Non-Motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

j. Rail Grade Enforcement

If your contract includes Rail Grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

k. Earned Media

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year by November 30, 2024.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained Nighttime Enforcement of the State's seat belt and child passenger safety laws.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs from APR 19-27, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs from November 23-30, 2024 and the Click it or Ticket National Mobilization that runs from May 19- June 1, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the National Drive Sober or Get Pulled Over traffic safety campaign during the first week of the campaign that runs August 15 – September 1, 2025.

D. Sub-grant Requirements

- a. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.

- b. The LHSC supports Louisiana’s Strategic Highway Safety Plan (SHSP) Regional Traffic Safety Coalitions. All sub-grantees are strongly encouraged to participate in their regional Traffic Safety Coalition. **For coalition meeting information, please visit** www.destinationzerodeaths.com
- c. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.
- d. Notify the LHSC Commission members and LHSC staff members prior to activities and events conducted in support of this sub-grant.
 - i. Earned media:

Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws.

You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency’s traffic safety efforts. The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below.
 - ii. Your agency is **required** to: Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct/promote traffic safety by November 30, 2024.
- e. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet and indicated on the Annex C.
- f. Support the LHSC/National Highway Traffic Safety Administration campaigns for occupant protection and impaired driving.

Occupant Protection Campaigns

Click It or Ticket Thanksgiving	November 23-30, 2024
Buckle Up in Your Truck	April 19-27, 2025
Click It or Ticket National Mobilization	May 19-June 1, 2025

Impaired Driving (Drive Sober Get Pulled Over (DSGPO) Campaigns

Drive Sober or Get Pulled Over Christmas/New Year	Dec 13, 2024 – Jan 1,
2025 Drive Sober or Get Pulled Over Mardi Gras	February 21 – March 4,
2025 Drive Sober or Get Pulled Over Independence Day	July 2-6, 2025
Drive Sober or Get Pulled Over National Mobilization	August 15-September 1, 2025

Your agency is **required** to:

- i. Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.
 - ii. Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator.
- g.** If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in **Division of Administration Policy and Procedure Memorandum No. 49 (PPM49)**. All out of state travel will be subject to prior approval by the LHSC.

Routine in-state travel is mileage is reimbursed at the published GSA rate for mileage; out-of-state travel will include lodging, mileage, airfare, and conference registration fees, hotel and airport parking, and ground transportation. Out-of-state destinations shall include highway safety related conference only. Travel not specified on the sub-grant budget

summary page must be submitted in writing and approved in advance by the LHSC Executive Director.

Submit requests for out-of-state conference travel to LHSC within the first quarter of the sub-grant year or within 90 days of received an approved sub-grant. Extension of this period must be specifically approved by the LHSC. Requests for travel cost reimbursements must include a **Travel Expense Account Form (DPSMF1382)**. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel.

- h. If included as part of this sub-grant agreement, the agency will make any LHSC approved equipment or other purchases in the first quarter of the sub-grant or within 90 days of receiving an approved sub-grant. Prior to placing the order, the agency will submit specifications for the items to be ordered to the LHSC Program Coordinator for review and approval. Once approval is received, the agency may order approved items. All purchases must be in accordance with State of Louisiana purchasing guidelines. For additional information, please refer to and the Louisiana Office of State Procurement website –

<https://www.doa.la.gov/doa/osp/vendor-resources/>

- i. Your agency agrees to work with the PTS Coordinator(s) assigned to your area:

Tina Benton - Region: Troop C,D,E, I Coalition: N/A Email: Cedina.benton2@la.gov Phone: (225)806-4272

- j. Your agency agrees to work with the Law Enforcement Liaison(s) assigned to your area:

Tina Benton - Region: Troop C,D,E, I Coalition: N/A Email: Cedina.benton2@la.gov Phone: (225)806-4272

E. Project Reporting, Monitoring, and Evaluation

Complete reimbursement claims, including applicable Annexes must be submitted on a monthly basis. Your agency will receive claim packets or a link to claim packets prior to your first submission due date. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission.

Claims needing corrections/revisions will be returned to the submitting agency for corrections, which will result in a delay of your agency's reimbursement. **Important Reminder: Final claims for reimbursement must be received by October 30, 2025.** Sub-grantee agrees that project activities, reporting, monitoring, and evaluation will be in accordance with the current LHSC Manual for Sub-grants which includes **Certifications and Assurances required** by all federal fund sub-grantees and is available for review at

Sub-grantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. Incomplete or incorrect claim forms will not be processed by LHSC. They will be returned to the sub-grantee. All claims must be submitted as directed by LHSC Coordinator.

- a. All records and supporting documentation related to this sub-grant must be maintained by the agency for the current year plus five (5) years.
- b. The sub-grantee 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 sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

- c. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of sub-grantee which relate to this agreement.

F. Taxes

Before the sub-grant may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Sub-grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Sub-grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Sub-grantee resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Sub-grantee fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Sub-grantee and without penalty.

G. Termination for Cause

Should the State determine that the Sub-grantee has failed to comply with the Sub-grant's terms, the State may terminate the Sub-grant for cause by giving the Sub-grantee written notice specifying the Sub-grantee's failure. If the State determines that the failure is not correctable, then the Sub-grant shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Sub-grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Sub-grantee to make the corrections or the State may notify the Sub-grantee of the Sub-grant termination date.

If the Sub-grantee seeks to terminate the Sub-grant, the Sub-grantee shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

H. Termination for Convenience

State may terminate the Sub-grant at any time without penalty by giving thirty (30) days written notice to the Sub-grantee of such termination or negotiating with the Sub-grantee a termination date. Sub-grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

I. Remedies for Default

Any claim or controversy arising out of this sub-grant shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

J. Other Remedies

If the Sub-grantee fails to perform in accordance with the terms and conditions of this Sub-grant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Sub-grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Sub-grantee and proceeding against any surety of the Sub-grantee.

K. Governing Law

This Sub-grant shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Sub-grant. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Sub-grant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. E-Verify

Sub-grantee acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Sub-grant.

M. Record Ownership

All records, reports, documents and other material delivered or transmitted to Sub-grantee by State shall remain the property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub-grant. All material related to the Sub-grant and/or obtained or prepared by Sub-grantee in connection with the performance of the services sub-granted for herein shall become the

property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub- grant.

N. Sub-grantee's Cooperation

The Sub-grantee 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 Sub-grant is terminated and/or a lawsuit is filed. Specifically, the Sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

O. Assignability

Sub-grantee may assign its interest in the proceeds of this Sub-grant to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Sub-grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Sub-grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Sub-grantee shall only transfer an interest in the Sub-grant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Sub-grantee's responsibilities and obligations.

P. Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this sub-grant for a period of five years from the date of final payment under the prime sub- grant and any Sub-grant. The Sub-grantee and Sub-grantee shall maintain such books and records for this five- year period and cooperate fully with the authorized auditing agency. Sub-grantee and Sub-grantee shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Q. Fiscal Funding

The continuation of this sub-grant is contingent upon the appropriation of funds to fulfill the requirements of the sub-grant by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the sub-grant, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the sub-grant, the sub-grant shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

R. Non-Discrimination

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

Sub-grantee agrees not to discriminate in its employment practices, and shall render services under this sub- grant 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 Sub- grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this sub-grant.

S. Continuing Obligation

Sub-grantee 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 disclosed may constitute grounds for suspension and/or termination of the Sub-grant and debarment from future Sub-grants.

T. Eligibility Status

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

U. Confidentiality

Sub-grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Sub-grantee in carrying out this Sub-grant. Sub-grantee shall use protecting measures that are the same or more effective than those used by the State. Sub-grantee is not required to protect information or data that is publicly available outside the scope of this Sub-grant; already rightfully in the Sub-grantee's possession; independently developed by the Sub-grantee outside the scope of this Sub-grant; or rightfully obtained from third parties.

Under no circumstance shall the Sub-grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

V. Amendments

Any modification to the provisions of this Sub-grant shall be in writing, signed by all parties, and approved by the required authorities.

W. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any sub-grant for \$100,000 or more and for any Sub-grantee with five or more employees, the Sub-grantee certifies that neither it nor its Sub-grantees are engaged in a boycott of Israel, and that the Sub-grantee and any Sub-grantees shall, for the duration of this sub-grant, refrain from a boycott of Israel. The State reserves the right to terminate this sub-grant if the Sub-grantee, or any Sub-grantee, engages in a boycott of Israel during the term of this sub-grant.

X. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Sub-grantee, any of its employees, agents, or Sub-grantees will have access to State government information technology assets, the Sub-grantee's employees, agents, or Sub-grantees with such access must complete cybersecurity training annually, and the Sub-grantee must present evidence of such compliance annually and upon request. The Sub-grantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Code of Ethics

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

LHSC SUBGRANT MANUAL ACKNOWLEDGEMENT:

This signature acknowledges that I have READ/REVIEWED/RECEIVED, UNDERSTOOD, and AGREE to the Terms and Conditions set forth in the LHSC Sub-grant Manual. I will adhere to all provisions set forth in the sub-grant manual.

BY: Jacob Hoffpauir

Typed Name:
Title:
Jacob Hoffpauir

Project Director

Link to Subgrant LHSC Subgrant Manual

October 2, 2024 | 2:03 PM CDT

Manual Site address:

<https://www.lahighwaysafety.org/media/qewdzjfe/ffy-2025-manual-for-subgrants.pdf>

SUB-GRANT APPROVAL

This sub-grant is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

STATE AGENCY SIGNATURE:

BY:  _____ October 3, 2024 | 4:34 PM CDT

Lisa Freeman, Executive Director and Governor’s Highway Safety Representative
Phone: (225) 925-6991

SUB-GRANTEE SIGNATURE:

BY:  _____ October 3, 2024 | 10:54 AM CDT

Typed
Name:
Title:

Rev 6.2024

**LOUISIANA HIGHWAY SAFETY COMMISSION
FFY 2025 SUBGRANT AGREEMENT**

Contractor: Thibodaux Police Department		BUDGET			2025-30-55		
1. PERSONAL SERVICES (Salaries and Benefits)				AMOUNTS		TOTAL	
		<i>Select One ↓</i>	<i>Select One ↓</i>				
Salaries/Wages:	Fund	Hourly Rate	Total Hours	LHSC Federal Funds	Matching Funds/ Program Income	PROJECT COSTS	
<u>Title or Activity</u>	<i>Select Below ↓</i>						
Occupant Protection Enforcement OT	402	45.00	890.00	\$40,050.00		\$40,050.00	
Impaired Driving Enforcement OT	154AL	45.00	500.00	\$22,500.00		\$22,500.00	
Juvenile Underage Drinking Enf OT (JUDE)	154AL	45.00	1,668.00	\$75,060.00		\$75,060.00	
Distracted Driving Enforcement OT	405E	45.00	166.00	\$7,470.00		\$7,470.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
Subtotal Salaries				\$145,080.00	\$0.00	\$145,080.00	
Related Benefits		Fund (Select Below) ↓					
						\$0.00	
						\$0.00	
						\$0.00	
Subtotal Related Benefits				\$0.00	\$0.00	\$0.00	
TOTAL SALARIES AND RELATED BENEFITS				\$145,080.00	\$0.00	\$145,080.00	
2. TRAVEL (SELECT BELOW)		Fund (Select Below) ↓		Description			
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
Subtotal Travel				\$0.00	\$0.00	\$0.00	
TOTAL PERSONAL SERVICES				\$145,080.00	\$0.00	\$145,080.00	
3. CONTRACTUAL SERVICES							
<u>Provider Name</u>	Fund (Select Below) ↓	<u>Description</u>					
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
TOTAL CONTRACTUAL SERVICES				\$0.00	\$0.00	\$0.00	
4. OPERATING SERVICES LIST		Fund (Select Below) ↓					
						\$0.00	
						\$0.00	
TOTAL OPERATING SERVICES				\$0.00	\$0.00	\$0.00	
5. SUPPLIES		Fund (Select Below) ↓	# Items	Price Per			
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
TOTAL SUPPLIES				\$0.00	\$0.00	\$0.00	
6. EQUIPMENT		Fund (Select Below) ↓	Number	Per Unit \$\$			
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
TOTAL EQUIPMENT				\$0.00	\$0.00	\$0.00	
7. INDIRECT COSTS		None	Rate: (Enter Here) →	0%			
<i>Type Rate: (Select)--></i>							
		Fund (Select Below) ↓	Total Funds				
		402	40,050.00	\$0.00		\$0.00	
		154AL	97,560.00	\$0.00		\$0.00	
		405E	7,470.00	\$0.00		\$0.00	
			-	\$0.00		\$0.00	
		MTDC	145,080.00			\$0.00	
TOTAL INDIRECT COSTS				\$0.00	\$0.00	\$0.00	
GRAND TOTAL				\$145,080.00	\$0.00	\$145,080.00	