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Acadian Heritage & Culture Foundation Inc.

Fondation Culturelle du Patrimoine Acadien

203 S. Broadway, Erath, Louisiana 70533
(337) 456-7729 FAX (337) 235-4382
perrin@plddo.com

Warren A. Perrin
perrin@plddo.com

June 17, 2021

Louisiana State Board of Ethics
P. O. Box 4368
Baton Rouge, LA 70821

RE: Opinion

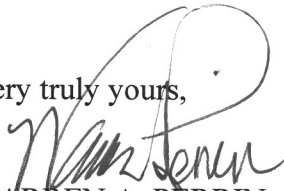
Dear Sir:

Background: I am a member of the boards of directors of both the CODOFIL board and the Acadian Heritage and Culture Foundation Inc. a non-profit. Issue: Will the Foundation be allowed to receive a grant from the CRT and then the Foundation will provide all of the funds to Dr. Jason Theriot to help him fund the Frenchie project, a project of the Foundation.

Note that according to Ethics Board Docket No. 2016-075, the members of CODOFIL are required to file an annual Financial Disclosure Statement in accordance with R.S. 42:1124.2.1 because CODOFIL ostensibly has authority under law to expend, disburse, or invest funds (\$10,000 or more in a year). CODOFIL was placed in DCRT per R.S. 36:801.1, meaning it *technically* has independence and discretion, even though in reality that is not the way things work. I played no role in making the decision to approve the CRT grant. It was apparently approved on its own merits to honor the memories of our WW II Cajun veterans who used their French language to help to win the war. It is submitted that the Board should offer guidance that provides a full blessing or a blessing with conditions (e.g., recusal, disclosure). To do otherwise would be an erroneous injustice to a worthy cultural and historical effort by over 150 individuals.

With best wishes, I remain,

Very truly yours,



WARREN A. PERRIN
Chairman

WAP/dsb
Enclosure

ETHICS BOARD REC'D
JUN 21 '21 PM 1:37

AMENDMENT TO GRANT AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF CULTURAL DEVELOPMENT
CODOFIL

AND

Grantee's Legal Name: Acadian Heritage and Culture Foundation, Inc ("Grantee")

Grantee's Agreement Information

Street Address: 251 La Rue France

Phone Number: 337-232-1030

P.O. Address

Vendor Number: 310175330

City, State, Zip: Lafayette, LA. 70508

Contract Number: 2000561967

Effective Date: June 1, 2021

DCRT Number:

Amendment Provisions: This is an amendment ("Amendment") to Grant Agreement 2000561967 ("Agreement") to extend the Agreement end date to allow additional time for the completion of the project.

Change 1

Delete from Page 3, Section 6, Term:

This Agreement shall begin on January 1, 2021, and shall terminate on June 30, 2021.

Add to Page 3, Section 6, Term:

This Agreement shall begin on January 1, 2021, and shall terminate on December 31, 2021.

Amendment Justification:

Due to complications and challenges resulting from COVID-19, the Grantee has requested an Amendment to extend the Agreement end date to allow additional time for the completion of the project. This Amendment serves the State's best interest.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by the contracting parties.

The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Amendment and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT _____, Louisiana, on _____, 2021.

WITNESSES:

Acadian Heritage and Culture Foundation, Inc.

Sign: _____
Printed name: _____

By: _____
Andrew Perrin
EIN: 72-1326678

Sign: _____
Printed name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2021.

WITNESSES:

Department of Culture, Recreation and Tourism

Sign: _____
Printed name: _____

By: _____
Kristin Sanders, Assistant Secretary
Office of Cultural Development

Sign: _____
Printed name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2021.

WITNESSES:

Department of Culture, Recreation and Tourism

Sign: _____
Printed name: _____

By: _____
Nancy Watkins, Undersecretary

Sign: _____
Printed name: _____

Grantee: Acadian Heritage and Culture Foundation, Inc.
Grant Amount: \$10,000.00
Grant #: TBD

STATE OF LOUISIANA
Department of Culture, Recreation and Tourism
Office of Cultural Development
CODOFIL
GRANT AGREEMENT

BE IT KNOWN, the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Council for the Development of French in Louisiana (hereinafter sometimes referred to as the "Grantor" or the "State") and Acadian Heritage and Culture Foundation, Inc., 251 La Rue France, Lafayette, LA. 70508 (hereinafter sometimes referred to as the "Grantee") do hereby enter into this grant agreement (the "Agreement") under the terms and conditions set forth herein and in the attached Exhibit, which is by this reference incorporated herein.

1. Background

- A. The Office of Cultural Development** is statutorily mandated to perform the functions of the state relating to the arts, historical and archaeological preservation, crafts, humanities, cultural heritages and traditions, and related cultural programs and activities assigned to it by law or by the DCRT secretary. La. R.S. 36:208(E).
- B. The Council for the Development of French in Louisiana (CODOFIL)** is created to preserve, promote, and develop Louisiana's French and Creole culture, heritage, and language. La. R.S. 25:651.
- C. The Acadian Heritage and Culture Foundation, Inc.** operates the Acadian Museum of Erath (Museum), which was founded in 1990 to promote awareness and appreciation of the mixed Prairie/Bayou Acadian culture of Vermilion Parish, which has a larger percentage of French speakers than any other county in the United States. The Museum preserves, displays, and serves as a repository for records, artifacts, and memorabilia of Acadian and Cajun culture and history.
- D. The Grantee** has developed and produced a pilot episode of a podcast titled "Frenchie—stories of the French-speaking Cajuns of WWII" (Podcast). Through this grant, the Grantee seeks to develop and produce an additional 10-11 episodes of the Podcast which will be included in the digital collection of the Museum, along with digitized versions of interviews recorded with French-speaking Cajuns who fought during World War II. The Grantee also plans to develop of a website and promotional campaign for the Podcast.
- E.** The grant-supported activities are in accord with and support the public and governmental purposes of the Grantor.

2. Scope of Grant-Supported Activities

- A.** The Grantee agrees to develop and produce 10-11 episodes of a Podcast series that features stories from World War II veterans from south Louisiana who used their French language abilities overseas. Several interviews with these veterans were recorded many years ago and about half have been digitally remastered. The goal of the Podcast is to preserve the stories of the French-speaking Cajuns in military service during World War II and the importance of cultural preservation. The scope of the Grant-funded activities and Grantee's obligations include the following:

1. Build, launch, and promote a Podcast platform whose primary function will be to broadcast the Podcast.
2. Digitize audio interview recordings of French-speaking World War II veterans (most of which were originally recorded on cassette tapes) and produce transcripts of the interviews.
3. Conduct and record in a digital format additional oral history interviews with living French-speaking World War II veterans, if possible.
4. Write, produce, and edit a series of 30-minute episodes for a Podcast series to be used to relate the history of French-speaking Cajuns in military service during WWII to the general public, using a professional recording studio at the Center for Louisiana Studies, ULL.
5. Develop a commercial to promote the Podcast and initiate a marketing plan to air the commercial on popular podcast-hosting platforms.
6. Build, launch, and promote a website that will serve as the main communication tool for showcasing the Podcast and related resources.

B. The Podcast and any products developed within this scope will be available on the Grantee's website free to veterans, students, teachers, parents, and the general public.

C. The Grantee will acknowledge the Grantor's support of the grant-supported activities in ALL publicity, advertising, and programs with the following statement: "Supported by a grant from the Council for the Development of French in Louisiana, Office of Cultural Development, Department of Culture, Recreation and Tourism."

3. Payment Terms

- A. In consideration of the activities set forth above and contained herein, the State hereby agrees to pay the Grantee a maximum sum of **TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00)**, conditioned upon the availability of funds appropriated to the State by the Louisiana Legislature or accruing to the State from other sources. The grant amount shall be paid in accordance with the following requirements:
- 1) 1st Payment of 75% (**\$7,500.00 [SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS]**) will be made upon receipt by the State of the following:
 - a. The signed Agreement; and
 - b. An original invoice requesting first payment of 75% of grant award.
 - 2) 2nd Payment of 25% (**\$2,500.00 [TWO THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS]**) will be made upon receipt by the State of the following:
 - a. Completion of all activities to the reasonable satisfaction of the State; and
 - b. An original invoice requesting second payment of 25% of grant award accompanied by supporting documentation necessary to verify compliance with all terms of this Agreement.
 - 3) Travel expenses shall not be reimbursed under this Agreement.
 - 4) The State may refuse payment and/or reconcile payment to the performance and/or supporting documentation in the event the premises and/or covenants described herein are not met.
- B. The Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement. If it is determined by the Agreement Monitor or by an audit that grant funds were expended on expenses other than those allowed under the terms and scope of this Agreement, the Grantee will be required to repay the State.

4. Louisiana Legislative Auditor's Requirements

- A. In accordance with La. R.S. 24:513(H)(2)(a), the Grantee "shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated."
- B. Pursuant to La. R.S. 24:513(J)(1)(c), the financial statements of the Grantee shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000 or less	The Grantee is not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year.
More than \$75,000 but less than \$200,000	The Grantee shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the <i>Louisiana Governmental Audit Guide</i> . At its discretion, the legislative auditor may require an audit of the Grantee's records and accounts.
\$200,000 or more but less than \$500,000	The Grantee shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the <i>Louisiana Governmental Audit Guide</i> . At its discretion, the legislative auditor may require an audit of the Grantee's records and accounts.
\$500,000 or more	The Grantee shall obtain an annual audit.

- C. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review by appropriate officials of the federal agency and/or the state General Accounting Office.

5. Agreement

This Agreement, including the Exhibit, constitutes the entire Agreement between the parties with respect to the subject matter.

6. Term

This Agreement shall begin on January 1, 2021, and shall terminate on June 30, 2021.

7. Deliverables

- A. Original invoice from the Grantee
- B. Copies of any media, promotions, or materials which bear the Department of Culture, Recreation and Tourism/Office of Cultural Development/CODOFIL logo or include other mentions of the Grantor's support for the grant-supported activities
- C. Supporting documentation necessary to verify compliance with all terms of this Agreement, including but not limited to:
1. The URL of the newly-established website on or before May 1, 2021, which shall feature:
 - a. The Podcast platform

- b. Interviews of French-speaking World War II veterans
 - c. Transcripts of all interviews will be in English
 - d. 10 – 11 episodes (approx.. 30-minutes each) of the Podcast
 - e. The commercial developed to promote the Podcast on popular Podcast-hosting platforms
- 2. All documentation associated with the creation and implementation of the Grantee's marketing and communications plan to promote the availability of free resources to the public, including veterans, schools, educators, parents, students, and other potential beneficiaries. This documentation shall include a description and/or other documentation of the Grantee's efforts to collaborate with other public and private entities and individuals.
 - 3. Usage data, including anticipated and actual use of the Website and the Podcast, in total amounts, by location, grade level, date and time, and any other usage information that will may be used to measure the success in achieving the purposes and goals of the State and Grantee
 - 4. All user feedback on the quality of the website, transcripts, commercial and Podcast
 - D. Final report prepared by the Grantee which provides pertinent details relative to the planning, execution, and evaluation of the grant-supported activities

8. Agreement Monitor

The State's Agreement Monitor is Peggy Feehan, Executive Director, CODOFIL, Office of Cultural Development. The State's Agreement Monitor or her supervisor, successor, or designee will ensure that all terms of this Agreement are met prior to authorizing the release of payment.

9. Execution

- A. To indicate the Grantee's agreement with the terms listed above, the Grantee will review, sign, and return two (2) signed originals of this Agreement to the State at: CODIFIL, Attention: Peggy Feehan, 217 W. Main St., Lafayette, LA 70501.
- B. This Agreement is not effective until executed by all parties.

The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Contract and any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

THUS DONE AND SIGNED AT _____, Louisiana, on _____, 2021.

WITNESSES:

Acadian Heritage and Cultural Foundation, Inc.

Sign: _____
Printed name: _____

By: _____
Andrew Perrin
EIN: 72-1326678

Sign: _____
Printed name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2021.

WITNESSES:

Department of Culture, Recreation & Tourism

Sign: _____
Printed name: _____

By: _____
Kristin Sanders, Assistant Secretary
Office of Cultural Development

Sign: _____
Printed name: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on _____, 2021.

WITNESSES:

Sign: _____
Printed name: _____

By: _____
Nancy Watkins, Undersecretary

Sign: _____
Printed name: _____

Additional Clauses

1. The Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be the Grantee's obligation and identified under Federal tax identification number given on the preceding page.
2. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when reduced to writing and executed by all parties to the original Agreement.
3. Any authorized agency of the state government (e.g. Office of the Louisiana 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 activities supported under this Agreement for a period of five (5) years from the date of final payment under this Agreement and any contract entered into hereunder. The Grantee and its contractor(s), if any, shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. The Grantee and its contractor(s), if any, shall comply with federal and state laws authorizing an audit of their operations as a whole or of specific program activities.
4. The State may terminate the Agreement at any time without penalty by giving thirty (30) days' written notice to the Grantee of such termination or negotiating with the Grantee a termination date. The Grantee may be entitled to payment for deliverables in progress to the extent the State determines that the grant-supported activities have been carried out satisfactorily and in compliance with all terms of this Agreement.
5. Should the State determine that the Grantee has failed to comply with the Agreement's terms, the State may terminate the Agreement for cause by giving the Grantee written notice specifying the Grantee's failure. If the State determines that the failure is not correctable, then the Agreement 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 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 Grantee to make the corrections or the State may notify the Grantee of the Agreement's termination date. If the Grantee seeks to terminate the Agreement, the Grantee shall file a complaint with the DCRT Undersecretary.
6. The Grantee shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any intentional, reckless, or negligent act or omission, operation, or work of the Grantee, its agents, servants, contractors, or employees while engaged upon or in connection with the services or activities performed by the Grantee hereunder.
7. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1672.2 - 1672.4.
8. All records, reports, documents, and other material delivered or transmitted to the Grantee by the State shall remain the property of the State and shall be returned by the Grantee to the State, at the Grantee's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Grantee in connection with the fulfillment of the terms of this Agreement, shall become the property of the State, and, upon request, shall be delivered by the Grantee to the State, at the Grantee's expense, at termination or expiration of this Agreement.
9. The Grantee may assign its interest in the proceeds of this Agreement to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Grantee shall provide notice of the assignment to the State. The State will continue to pay the Grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment. Except as stated here, the Grantee shall transfer any interest in the Agreement by assignment, novation, or

- otherwise, only with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Grantee's responsibilities and obligations.
10. The 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; the 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; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. The Grantee agrees not to discriminate in its employment practices, and shall 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 the Grantee, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.
 11. The public purpose of this Agreement is to preserve, promote, and develop Louisiana's French and Creole culture, heritage, and language; to educate the public about the value of the French-speaking Cajuns in military service during World War II and the importance of cultural preservation within the state of Louisiana and other countries, provinces, and states. The Grantee's performance will be measured based on Grantee's ability to successfully complete activities described herein.
 12. The Grantee's performance will be measured by the Grantee's ability to successfully complete the grant-supported activities in accordance with the terms and conditions set forth herein.
 13. Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), or any other cause beyond the reasonable control of the party so affected, whether similar or dissimilar to any of the foregoing ("Force Majeure Event"); but due diligence shall be used in mitigating any losses.
 14. The continuation of this Agreement is contingent upon the availability of funds appropriated to the State by the Louisiana legislature or accruing to the State from other sources. 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 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 are not appropriated.
 15. This Agreement 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 Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, state of Louisiana.
 16. The Grantee acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Agreement.
 17. The Grantee has the duty to cooperate fully with the State and provide any and all requested information, documentation, etc. to the State when requested. This duty applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Grantee shall not limit or impede the State's right to audit or shall not withhold State-owned documents.
 18. Upon request, the Grantee, and each tier of subcontractor(s) (if any,) shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. The Grantee shall not contract with or enter into any other agreement for goods or services, or any other purposes related to this Agreement with any suspended or debarred party.

Acadian Heritage & Culture Foundation, Inc.
203 S. Broadway
Erath, Louisiana 70533

NEOPOST
FIRST-CLASS MAIL
06/17/2021
US POSTAGE **\$000.71⁰**



ZIP 70508
041L10428215

Louisiana State Board of Ethics
P. O. Box 4368
Baton Rouge, LA 70821

