

Appendix 1

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY Resilient Food Systems Infrastructure (RFSI) Program

STATEMENTS OF UNDERSTANDING

Please read and initial each paragraph in blue ink only by hand if you agree.

Duplication of Benefits (SBA, USDA assistance, etc.): The Louisiana Department of Agriculture and Forestry/Louisiana Agricultural Finance Authority (LDAF/LAFA) will review all applicants for "Duplication of Benefits." The undersigned understands that LDAF/LAFA has the authority to confirm unreimbursed costs associated with this award. Furthermore, the undersigned understands that the RFSI program prohibits the duplication of benefits (excluding loans) and certifies that they are not currently receiving duplicate federal government funding for their proposed project (excluding loans). The undersigned understands that failure to disclose such funding disqualifies them from the program and will result in the applicant returning RFSI funding.

<u>Income Tax Reporting</u>: The undersigned understands that an IRS 1099G will be issued to grant award applicants. Award applicant understands that all or a portion of the grant funds may be treated as taxable income for U.S. or State income tax purposes.

No-pay Federal Registry: The undersigned certifies that the applicant is not listed on the System of Award Management (SAM.gov) website which would bar it from receiving federal grant money.

Public Announcements: If the award applicant wishes to issue a public announcement concerning this award, the text of the proposed announcement must be submitted to LDAF/LAFA for review and approval prior to the release date. The Louisiana Department of Agriculture and Forestry/Louisiana Agricultural Finance Authority and the United States Department of Agriculture must be mentioned in any public announcements.

No Right of Assignment or Delegation: The award applicant may not assign or otherwise transfer its rights or delegate any of its obligations under this letter unless expressly approved by LDAF/LAFA.

Revocation: LDAF/LAFA reserves the right to revoke this award if the funds are not used for the stated purpose. The award applicant understands and agrees that revocation of this award will require the return of all funds disbursed. The applicant will be obligated to repay some or all funds received under this program in the event that (a) its application including any information provided therewith or thereafter contains any material misrepresentations; or (b) the award was made in error and the applicant is not entitled to some or all assistance under the Program Guidelines.

Monitoring & Records:

- a) This award may be used only for the purposes stated herein. Documents providing evidence of the use of the funds from this award shall be retained by award applicant for five years after the close out of the program.
- b) LDAF/LAFA reserves the right to monitor usage of award funds. Such monitoring will include review that the entire amount of the award was used only for the expenses as specified above in accordance with your proposal.
- c) LDAF/LAFA may, during regular business hours and on reasonable notice to award applicant, inspect, audit, or copy records, which can include financial statements, as well as inspecting any items purchased with proceeds purchased from this award. It is further agreed that the LDAF/LAFA, Legislative Auditor of the State of Louisiana, and/or the U.S. Department Agriculture (USDA) auditors or auditors contracted by them, shall have the option of auditing all records and accounts of award applicant that relate to this grant at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- d) Applicant's failure to cooperate in such review will result in forfeiture of the award amount and applicants will be responsible for repaying the full amount of funds disbursed.



Information Access Authorization: For determination of eligibility, the applicant shall submit information requested in the application checklist.

In the event that additional information not included with the initial application checklist is required to obtain an approval of the application, the undersigned agrees to provide that information in a timely manner to the LDAF/LAFA employee processing the request.

The undersigned gives permission to LDAF/LAFA to use its name in LDAF/LAFA's mandated reports. No financial details will be released, except possibly the award amount, as this is considered public record.

The undersigned acknowledges that all information relative to the grant request, including the application and related documentation, becomes the property of LDAF/LAFA and will not be returned to the applicant.

Affirmation of Information Provided in Application: By the applicant's signature below, the applicant represents and warrants that he/she has read the program guidelines, this application and Statement of Understanding and attests that all information and documentation furnished in connection with the application is true, accurate and complete to the best of his/her knowledge and that any regulations relative to the Resilient Food Systems Infrastructure Program will be followed. The applicant also represents and warrants that he/she understands that they have a continuing duty to report any duplication of benefits during all periods of the application process. Individuals and/or businesses found to be willfully providing fraudulent information may be prosecuted.

ALL OWNERS MUST SIGN THE APPLICATION.

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Use additional sheets if necessary