

**FEDERAL FUNDING CERTIFICATION AND  
AGREEMENT TO HOLD HARMLESS AND INDEMNIFY**

I,           Pete Panepinto          , am the authorized representative of  
          City of Hammond          , (hereinafter “Local Government Unit”) and I certify that:

1. I have the authority, on behalf of the Local Government Unit, pursuant to the attached Resolution by Local Government Unit,<sup>1</sup> to request direct payments from the State of Louisiana from the allocation of funds to the State of Louisiana from the Coronavirus Relief Fund created by the CARES Act.

2. I understand that the State of Louisiana will rely on this Certification as a material representation in making direct payments to the Local Government Unit.

3. I acknowledge that the Local Government Unit will use funds provided by the State to reimburse those actual expenditures that-

a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);

b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government Unit; and

c. Were incurred during the period beginning March 1, 2020, and ending December 30, 2020.<sup>2</sup>

4. I acknowledge that funds provided as direct payment from the State of Louisiana pursuant to this Certification for eligible expenditures incurred and paid during the period beginning March 1, 2020, and ending December 30, 2020, must be submitted to the State of Louisiana on or before January 31, 2021.

5. I acknowledge that funds provided as a direct payment from the State of Louisiana pursuant to this Certification must adhere to the requirements of the Act as further explained in the official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds received from the Relief Fund by the Local Government Unit or its subrecipient(s) not in strict compliance with the Act and as further explained in the associated federal guidance shall be returned to the State of Louisiana within 14 days of such a finding by any executive, administrative, legislative, or judicial body.

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<sup>1</sup> Local Government Unit must attach to this document the Resolution which conveys legal authority to the individual signing this *Federal Funding Certification and Agreement to Hold Harmless and Indemnify*.

<sup>2</sup> See Federal Guidance and Frequently Asked Questions for a more detailed explanation of eligible expenditures at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

6. I acknowledge that if the Local Government Unit or its subrecipient(s) fail(s) to timely return the funds in accordance with sections 4 or 5 above, then the State of Louisiana shall have the right to seek judicial enforcement in the Nineteenth Judicial District Court, Parish of East Baton Rouge, for the return of such funds.

7. I acknowledge that, in order to receive funds from the State of Louisiana, the Local Government Unit shall submit documents sufficient to support each expenditure for which it is requesting reimbursement. These documents may include, but are not limited to, invoices and/or sales receipts. Such documentation shall be produced to the State of Louisiana at the time the Local Government Unit requests payment of the funds and anytime thereafter upon request by the State of Louisiana.

8. I acknowledge that the Local Government Unit shall retain documents sufficient to support each eligible expenditure for which it has received funds for a period of ten (10) years from final payment under this program, or December 31, 2031, whichever date is later.

9. The Local Government Unit is subject to the audit provisions of La. R.S. 24:513.

10. I acknowledge that the Local Government Unit has made, or will make, reasonable efforts to comply with all applicable federal, state, and/or local procurement laws and regulations and has or will use competitive procurement methods for all expenditures submitted pursuant to this agreement.

11. I acknowledge that Relief Fund payments cannot be used to replace lost revenue or offset shortfalls in revenue. That is, revenue replacement is not a permissible use of Relief Fund payments.

12. I acknowledge that Local Government Unit has an affirmative obligation to identify and report any duplication of benefits. Funds received pursuant to this Certification neither have nor will be used for expenditures for which the Local Government Unit has received or will receive any other supplemental funding, whether state, federal, or private in nature, for that same expenditure. I understand that the State of Louisiana has an obligation and the authority to recover, deobligate or offset any duplicated benefits.

13. I acknowledge the Local Government Unit may submit an application for reimbursement of eligible expenditures incurred by a unit of general government within its parish, i.e. a subrecipient. In such instance, the funds received by the Local Government Unit on behalf of the subrecipient shall be used solely for necessary expenditures incurred and paid by the subrecipient due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period beginning March 1, 2020, and ending December 30, 2020. The Local Government Unit submitting the application is responsible for the documentation requirements in section 7 of this Certification and must retain those documents in accordance with Section 8 of this Certification.

