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# TERREBONNE PARISH COUNCIL

## COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Daniel Babin	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Suzette Thomas, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

### AGENDA

July 26, 2021  
5:40 PM

Robert J. Bergeron Government Tower Building  
8026 Main Street  
2nd Floor Council Meeting Room  
Houma, LA 70360

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on the table near the entrance into the building** and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

**ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING**

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

- 1. RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign the Food Service Agreement between Terrebonne Parish School Board and Terrebonne Parish Head Start.
- 2. RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign and submit a Continuum of Care Program grant agreement between Terrebonne Parish Consolidated Government and the U.S. Department of Housing and Urban Development.
- 3. RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign an Emergency Solutions Grant

Agreement between Terrebonne Parish Consolidated Government and Louisiana Housing Corporation.

4. **RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to enter into the appropriate subgrantee agreement with the Governor's Office of Homeland Security and Emergency Preparedness in order to receive funding and implement the Flood Mitigation Assistance Severe Repetitive Loss/Repetitive Loss Elevation Program.
5. Adjourn

Category Number:  
Item Number:



Monday, July 26, 2021

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, July 26, 2021

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, July 26, 2021

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**Item Title:**

Head Start Food Service Contract for FY 2021 - 2022

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign the Food Service Agreement between Terrebonne Parish School Board and Terrebonne Parish Head Start.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	7/8/2021	Executive Summary
Resolution	7/8/2021	Resolution
Agreement	7/8/2021	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
Head Start Food Service Contract for FY 2021-2022
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
Resolution authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start, A program in the Department of Housing and Human Service within Terrebonne Parish Consolidated Government.

**PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)**

The facilities of the Sponsor (Head Start) are not adequate for preparing and serving meals to children, Head Start wishes to contract with TPSB for the preparation and service of meals to children participating the Head Start Program.

**TOTAL EXPENDITURE**

\$279,752.00

**AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)**

ACTUAL

ESTIMATED

**IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)**

N/A

NO

IF YES AMOUNT BUDGETED:

\$279,752.00

**COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)**

PARISHWIDE 1 2 3 4 5 6 7 8 9

*Kelli Cunningham*

Signature

7/8/2021

Date

## Resolution

Resolution Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start, a program in the Department of Housing and Human Services within Terrebonne Parish Consolidated Government.

WHEREAS, Terrebonne Parish School Board has expressed an interest in preparing and serving meals at five Terrebonne Parish Head Start sites;

WHEREAS, the facilities of the Sponsor are not adequate for preparing and serving meals to children, the Sponsor wishes to contract with the Vendor for the preparation and service of meals to children participating in this Program, and the Vendor agree to supply approved meals to the Sponsor;

WHEREAS, it is necessary that a Food Service Agreement be executed by Terrebonne Parish School Board and Terrebonne Parish Consolidated Government;

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign the Food Service Agreement to provide meals.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President to sign any certifications that may be associated with the implementation of these agreements.

**Terrebonne Parish Consolidated Government's  
Head Start Program  
2021-2022  
Food Service Contract**

**THIS AGREEMENT IS MADE AND ENTERED INTO** by and between the Terrebonne Parish School Board, hereinafter called the "Vendor" and the Terrebonne Parish Consolidated Government's Head Start Program, hereinafter called the "Sponsor", a program within the Housing and Human Services Department within the Terrebonne Parish Consolidated Government, the legally constituted governing authority of the Parish of Terrebonne, State of Louisiana, herein represented by Mr. Gordon E. Dove, duly authorized by resolution for the Parish Council, a copy of which is attached hereto:

Terrebonne Parish School Board agrees to prepare meals for the Head Start school year of 2021-2022 to the following listed Terrebonne Parish Consolidated Government's Head Start sites according to the terms specified below:

**HEAD START CENTERS**

Church Street Head Start Center  
Gibson Head Start Center  
Holy Rosary Head Start Center  
Schriever Head Start Center  
Senator Circle Head Start Center

**SCHOOL CAFETERIA SITES**

Southdown Elementary School  
Gibson Elementary School  
Legion Park Elementary School  
Schriever Elementary School  
Legion Park Elementary School

WHEREAS, the facilities of the Sponsor are not adequate for preparing and serving meals to children, the Sponsor wishes to contract with the Vendor for the preparation and service of meals to children participating in this Program and the Vendor agrees to supply approved meals to the Sponsor.

The Vendor will provide the following meals: Breakfast, Lunch, and PM Snack and shall comply with all aspects of Chapter 23 of the State Sanitary Code.

Foods served will conform to minimum standards for meal patterns as stated by the Department of Education, Child Adult Care Food Program Guidelines (CACFP) and in the Food Buying Guide for Child Nutrition Programs. The Vendor will provide to the Sponsor, Child Nutrition (CN) labeling, if necessary, to determine its contribution toward meal pattern requirements. Additional acceptable/non-acceptable meal components are attached. Addendums may be added to this contract should any requirements change according to the Child Adult Care Food Program Guidelines during the contract period, subject to the agreement by all parties hereto.

The U.S. Department of Agriculture Food and Nutrition Service's Food Buying Guide for Child Nutrition Programs should be used for determining meal pattern requirements for breakfast, lunch and snacks. USDA Meal pattern requirements are listed below for children ages 3-5:





## CHILD MEAL PATTERN

<b>Breakfast</b>				
(Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Vegetables, fruits, or portions of both<sup>4</sup></b>	¼ cup	½ cup	½ cup	½ cup
<b>Grains (oz eq)<sup>5,6,7</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>6</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>7</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

## CHILD MEAL PATTERN

<b>Lunch and Supper</b>				
(Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
<b>Vegetables<sup>6</sup></b>	⅛ cup	¼ cup	½ cup	½ cup
<b>Fruits<sup>6,7</sup></b>	⅛ cup	¼ cup	¼ cup	¼ cup
<b>Grains (oz eq)<sup>8,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

## CHILD MEAL PATTERN

### Snack

(Select two of the five components for a reimbursable snack)

Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅓ cup	⅓ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
<b>Vegetables<sup>6</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Fruits<sup>6</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq)<sup>7,8</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9,10</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¼ cup	¼ cup

<sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

Menus will be supplied to the Head Start Sites for verification of compliance to the above. The Sponsor shall have the right to make changes to menu for reasons of noncompliance only. The Sponsor is required by CACFP regulations to conduct on-site monitoring visits. These visits will be unannounced. Menus will be supplied by the Vendor in advance to the Sponsor for review.

The total price for all meals provided to the Sponsor shall not exceed \$ 9.35 per day per participant with the breakdowns as follows:

Breakfast	3.15
Lunch	4.65
Snack	1.55

The Vendor shall send invoices to the Sponsor by the **fifth (5<sup>th</sup>)** working day of each month for meals served. Payment will be mailed within thirty (30) working days of receipt of invoice.

Mail Invoice to:

Terrebonne Parish Consolidated Government's Head Start Program  
Attention: Diane S. Powell  
809 Barrow Street  
Houma, LA 70360

All personal property damage claims arising out of the program shall be the responsibility of the Sponsor.

The Sponsor agrees to defend, indemnify, and hold harmless the Vendor from any and all claims for bodily injury and/or property damage arising out of the use of the Vendor's facilities in connection with the program. The Sponsor shall provide the Vendor with a Certificate of Insurance as evidence of the following minimum coverage's:

THE SPONSOR AGREES TO:

\$6,000,000.00 limit of comprehensive general liability and auto liability  
Worker's Compensation Insurance  
Vendor shall be added as Additional Insured  
Waiver of Subrogation in Favor of the Vendor  
30 Day Notice of Cancellation

The Sponsor agrees to provide final meal counts daily to the Vendor's designee according to the following schedule: Final Lunch and PM Snack counts are due no later than 9:00 AM on the day of service. Breakfast counts will remain the same each day of service. This number will be the total number of children plus two (2) extra meals for spillage or "seconds" for the children. Meal charges will be based on counts provided at deadline at the discretion of the Cafeteria Manager.

The Sponsor assumes all liability for food items not immediately served to participants. Undue holding of food is not advised.

The Sponsor agrees to provide transportation of food items for Breakfast, Lunch and PM Snack periods and will pick up food items from East Houma School, Schriever School, Southdown School and Gibson School Cafeterias at mutually agreed upon times. The Sponsor accepts all responsibility for food safety while in transit and must take every precaution to maintain food temperatures, and handle foods based on regulations set by the Louisiana Department of Public Health.

The Vendor will permit the Sponsor, the State Department of Education, the Louisiana Department of Health and Hospitals and/or the USDA to inspect the facilities at any reasonable time without prior notice during the contract period.

The Vendor will have a state or local health certificate for the facility in which it proposed to prepare meals for use in the program to ensure that health and sanitation requirements are met at all times.

The Vendor will make available upon request within 48 hours of service, samples of all meal components served to local authorities to determine bacterial levels. These levels shall conform to the standards applied by the local health authority with respect to the level of bacteria that may be present in meals served by other food service establishments in the locality. The Vendor will supply to the Sponsor a copy of each current and approved Sanitation reports.

The Vendor shall maintain such records (supported by invoices, receipts or other evidence), as the Sponsor will need to meet its responsibilities.

The Vendor will have all books and records pertaining to the program available for inspection made by representatives of the State Agency, The Department of Education, and the U. S. General Accounting Office at any reasonable time and place for a period of three (3) years beyond the contract dates.

The Vendor will supply meals that meet the following requirements:

- Every child in a full-day program will receive breakfast, lunch and a PM snack to provide 50-60% of daily nutritional needs depending on the length of the program.
- Quantities of foods served conform to recommended amounts indicated by the CACFP.

The Vendor will not discriminate against employees and applicants for employment because of race, color, religion, sex, disability, age, or national origin.

The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Sponsor setting forth the provisions of this Equal Opportunity clause.

The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Vendor will furnish all information and reports required by the above Orders, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Vendor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended, on whole or part, and the Vendor may be declared ineligible for further government contracts in accordance with procedures authorized by the latter Executive Order, and such sanctions may be imposed and such remedies involved as

provided by the former Executive Order, or by rule, regulations or Order of the Secretary of Labor, or as otherwise provided by law.

This agreement shall be for a term of one (1) school year commencing from the first full day of school, July 1, 2021 and ending at midnight on June 30, 2022 and can be terminated by either party with a written notice of cancellation ninety (90) days prior to the end of the school year. The Vendor shall grant the Sponsor's request to prepare and serve meals Monday through Friday (with the exception of the Vendor's and Sponsor's scheduled holidays). Any changes to the schedule on the Sponsor's part will be given in writing to the Vendor at least two weeks in advance.

Should either the Vendor or the Sponsor at any time violate any of the conditions or parts of this agreement, the said agreement shall be in default. Should the Sponsor lose funding for its program for any reason during the period of this agreement, the said agreement shall in effect be cancelled and no further payments by the Sponsor will be made for provisions of this agreement other than that which was incurred up to the time of cancellation.

The Vendor, its facilities and authorized representatives have not been presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency, as such status would prohibit the Vendor's participation in any Child Nutrition Program.

The Department of Education, Child Nutrition Program will accept final administrative responsibility for the management of an effective food service for CACFP operations at all facilities under its sponsorship. Reimbursement will be available to all eligible agencies without regard to race, color, national origin, gender, age, or disability at the approved food service facilities. These facilities have the capability for the meal service planned for the number of participants anticipated to be served.

### **Signatures**

\_\_\_\_\_  
Gordon E. Dove  
Parish President  
Terrebonne Parish Consolidated Government

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debi Benoit  
President  
Terrebonne Parish School Board

\_\_\_\_\_  
Date

# STANDARD FOOD SERVICE MANAGEMENT COMPANY VENDED MEAL AGREEMENT

This Agreement/Contract is entered into between Terrebonne Parish School District And  
 Contractor/Food Service Management Company

Terrebonne Parish Consolidated Government

Child or Adult Center or Sponsoring Organization of Affiliated Facilities/Sites/Centers (Institution)

Hereafter referred to as the Contractor and CACFP Sponsor respectively.

The Contractor hereby agrees to furnish meals/snacks, Select One: **(INCLUSIVE/EXCLUSIVE)** of milk/juice to the CACFP Sponsor for the rates listed below:

Meal Type	Meal Price (\$0.00)	X	# Meals/Day	X	# of Operating Days*	=	Estimated Total Cost of Fixed Price Contract for Meals	
Breakfast	\$ 3.15	X	170	X	176	=	94,248.00	
AM Snack	\$ 0.00	X	0	X	0	=	0.00	
Lunch	\$ 4.65	X	170	X	176	=	139,128.00	
PM Snack	\$ 1.55	X	170	X	176	=	46,376.00	
Supper	\$ 0.00	X		X		=	\$ 0.00	
Estimated Total Cost of Fixed Price Contract for Meals							=	\$ 279,752.00

**Ordering and Delivery:**

[In accordance with CFR 226.6(i)(8)]

Meal Pick-ups may be made and will be accepted up to 20 minutes prior to and/or 20 minutes after the meal pick-up times specified and still be considered within the contracted delivery time.

[In accordance with CFR 226.6(i)(9)]

Increases or decreases in the number of meals ordered may be made by the CACFP Sponsor as needed by submitting a change order for the number of meals required for the next day of service to the delivery person at the time of current day delivery or by notifying the contractor's office by 9:30 am same day of service.

**Meal Specifications:**

[In accordance with CFR 226.6(i)(6)]

The Contractor shall operate in accordance with current USDA Child and Adult Care Food Program regulations.

[In accordance with CFR 226.6(i)(4)]

Meals delivered shall conform to the cycle menu (ATTACHED) upon which the contract/agreement is based and to the menu changes agreed upon in writing by both the CACFP Sponsor and the Contractor.

[In accordance with CFR 226.6(i)(10)]

All meals and snacks must conform to the USDA Child and Adult Care Food Program requirements of CFR 226.6.20 in nutritive value and content, required components and, at minimum quantities as specified.

[In accordance with CFR 226.6(i)(3)]

All meals and snacks must be prepared in a kitchen operating with a current passing certification/inspection. Health and sanitation conditions are to be met by the Contractor at all times. All meals and snacks must be prepared under sanitary conditions and held, as well as delivered to the CACFP Sponsor at proper temperatures to prevent food borne illness.

Meals are to be made available upon request to the State Agency staff for periodic inspection by the local Health Department or an independent agency to determine if bacteria levels conform to the levels that may be present in meals prepared or served by other establishments in the locality. The results of these inspections shall be submitted to the CACFP Sponsor and the State Agency.

[In accordance with CFR 226.6(i)(11)]

All breakfast, lunch and supper meals delivered to out-side school hours care centers shall be unitized with or without milk, unless an exemption is granted by the State Agency. For other facilities, the State Agency may require unitization if there is evidence which indicates that it is necessary to insure compliance with CFR226.20

[In accordance with CFR 226.6 (i)(7)]

Payment shall not be made to the Contractor for meals that are delivered outside the agreed on delivery time, meals that are spoiled or unwholesome at the time of delivery, or meals that do not otherwise meet the meal order or delivery specification requirements contained in this Agreement/Contract.

#### **Recordkeeping and Billing:**

[In accordance with CFR 226.6(i)(2)]

The Contractor shall maintain such records (supported by invoices, receipts or other evidence) as the CACFP Sponsor will need to meet its responsibilities under CFR 226.6(i) and shall promptly submit a statement to the CACFP Sponsor no less frequently than monthly. Payment to the Contractor shall be made in a timely manner. A dated receipt of payment from the Contractor will be included in the CACFP Sponsor's food service records.

[In accordance with CFR 226.6(i)(5)]

The books and records of the Contractor pertaining to the CACFP Sponsor's food service operation shall be available for inspection and audit by representatives of the State Agency, USDA, or the US General Accounting Office at any reasonable time and place for a period of 3 years from receipt of final payment under the Agreement/Contract, or in cases where an audit requested by the State Agency or USDA remains unresolved, until such time as the audit is resolved.

The contractor shall provide a billing to the CACFP Sponsor by the 5th day following the billing period. The billing period shall coincide with the calendar month. In the event of termination of this agreement, a billing shall be provided within 30 days of the effective date of termination.

On or before the 5th day of the month following the billing period, the CACFP Sponsor shall pay the contractor the amount due in accordance with this agreement.

The contractor, its subcontractors, facilities and authorized representatives certify that the said entities **have not** been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal governmental agency from submitting and/or participating in the proposal process.

The contractor, its subcontractors, facilities and authorized representatives agree to provide meals/services to CACFP participants without regard to race, color, national origin, sex, age or disability in accordance with Title VI of the 1964 Civil Rights Act.

The contractor, its subcontractors, facilities and authorized representatives certify that the prices in their offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.



Both parties reserve the right to cancel this agreement or any part thereof for convenience upon thirty days (30) written notice to the other party.

Both parties reserve the right to terminate this agreement for cause upon breach of any or all parts of this contract by either party. Termination shall be effective no more than 10 days after written notice.

Entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor                      Title                      Date

\_\_\_\_\_  
Signature of CACFP Sponsor                      Title                      Date

**Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

**Appendix A: Ordering and Delivery Procedures**

[In accordance with CFR 226.6(i)(1)]

The following Facility(ies) has been approved to participation in the CACFP and meals should be delivered to this location each day as specified. If children go to the school cafeteria to eat meals, delivery time is the serving time of the meal in the cafeteria.

Facility Name	# of Meals	Meal Type (B, L, S, AM/PM Snack)	Delivery Time and Method of Delivery
Gibson Elementary	Minimum of 20 meals per meal. The exact count will be given to cafeteria daily and based on Head Start	(B,L,PM Snack)	Head Start will Pick up meals:  Breakfast at 8:30 am  Lunch and PM Snack 10:20 am
Legion Park Elementary	Minimum of 76 meals per meal period. The exact count will be	(B,L,PM Snack)	Head Start will Pick up meals:  Breakfast at 8:30 am

	given to cafeteria daily and based on Head Start		Lunch and PM Snack 10:20 am
Schriever Elementary	Minimum of 76 meals per meal period. The exact count will be given to cafeteria daily and based on Head Start	(B,L,PM Snack)	Head Start will Pick up meals:  Breakfast at 8:30 am  Lunch and PM Snack 10:20 am
Southdown Elementary	Minimum of 114 meals per meal period. The exact count will be given to cafeteria daily and based on Head Start	(B,L,PM Snack)	Head Start will Pick up meals:  Breakfast at 8:30 am  Lunch and PM Snack 10:20 am



Monday, July 26, 2021

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**Item Title:**

Continuum of Care (COC) Program Grant Agreement

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign and submit a Continuum of Care Program grant agreement between Terrebonne Parish Consolidated Government and the U.S. Department of Housing and Urban Development.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	7/15/2021	Executive Summary
Resolution Agreement	7/15/2021	Resolution
	7/15/2021	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

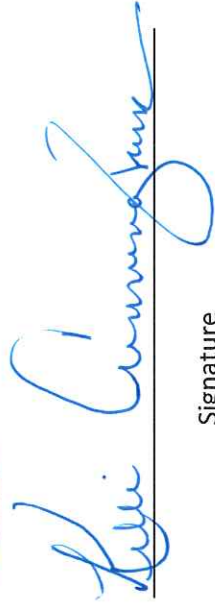
<b>PROJECT TITLE</b>
Continuum of Care (COC) Program Grant Agreement
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
A resolution authorizing the Parish President, Gordon E. Dove, to sign and submit a Continuum of Care Program grant agreement between Terrebonne Parish Consolidated Government and the U.S. Department of Housing and Urban Development.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

An agreement with U.S. Department of Housing and Urban Development funding Terrebonne Parish Consolidated Government in the amount of \$154,524.00 to provide assistance to homeless families in need of rapid re-house and permanent housing.
<b>TOTAL EXPENDITURE</b>
\$154,524.00
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
ACTUAL ESTIMATED
<b>IS PROJECT READY BUDGETED: (CIRCLE ONE)</b>
N/A NO YES IF YES AMOUNT BUDGETED: \$154,524.00

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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 \_\_\_\_\_
   
 Signature
   
 \_\_\_\_\_
   
 Date

7/15/2024

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO.**

A resolution authorizing the Parish President, Gordon E. Dove, to sign and submit a Continuum of Care Program grant agreement between Terrebonne Parish Consolidated Government and the U.S. Department of Housing and Urban Development.

WHEREAS, the U.S. Department of Housing and Urban Development has approved the Terrebonne Parish Rapid Re-Housing Project renewal application, and

WHEREAS, fiscal year 2020 Continuum of Care Program funds governed by title IV of the McKinney-Vento Homeless Assistance Act in the amount of \$154,524.00 have been awarded to Terrebonne Parish Consolidated Government to continue its Rapid Re-Housing Program, and

WHEREAS, there are homeless families in need of Permanent Housing Solutions and the Terrebonne Parish Rapid Re-Housing Program addresses this unmet need, and

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to execute any and all grant agreements, certifications, amendments and any other documents necessary between the Terrebonne Parish Consolidated Government and the U.S. Department of Housing and Urban Development to receive the Continuum of Care funding and continue providing Rapid Re-Housing services.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
500 Poydras Street 9th Floor  
New Orleans, LA 70130

**Grant Number (FAIN): LA0335L6H092002**  
**Tax ID Number: 72-6001390**  
**DUNS Number: 045774333**

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)**  
**GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Terrebonne Parish Consolidated Government (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”), the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD’s total funding obligation for this grant is \$154,524, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

<b>Project No.</b>	<b>Grant Term</b>	<b>Budget Period/Performance Period</b>	<b>Total Amount</b>
LA0335L6H092002	12	9-1-2021 to 8-31-2022	\$154,524

**allocated between budget line items as follows:**

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$139,752
d. Supportive Services	\$11,772
e. Operating costs	\$0
f. Homeless Management Information System	\$0
g. Administrative costs	\$3,000
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

## **Pre-award Costs for Continuum of Care Planning**

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

### **These provisions apply to all Recipients:**

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:



**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

*Cheryl S. Breaux*

\_\_\_\_\_  
(Signature)

Cheryl S. Breaux, Director

\_\_\_\_\_  
(Typed Name and Title)

July 14, 2021

\_\_\_\_\_  
(Date)

**RECIPIENT**

Terrebonne Parish Consolidated Government

\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Gordon Dove, Parish President

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

## INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



Monday, July 26, 2021

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**Item Title:**

Emergency Solutions Grant Program

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to sign an Emergency Solutions Grant Agreement between Terrebonne Parish Consolidated Government and Louisiana Housing Corporation.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ex Summary	7/21/2021	Executive Summary
Resolution	7/21/2021	Resolution
Agreement	7/21/2021	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
Emergency Solutions Grant Program
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
Resolution authorizing the Parish President to sign an Emergency Solutions Grant Agreement between Terrebonne Parish Consolidated Government & The Louisiana Housing Corporation

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
An agreement with Louisiana Housing Corporation funding Terrebonne Parish Consolidated Government in the amount of \$114,330.00 to provide assistance to homeless families in need of emergency shelter.

<b>TOTAL EXPENDITURE</b>
\$114,330.00

<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
<u>ACTUAL</u> ESTIMATED

<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>
N/A NO <u>YES</u> IF YES AMOUNT BUDGETED: \$114,330.00

<b>COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)</b>	1	2	3	4	5	6	7	8	9
<u>PARISHWIDE</u>									

*Antonia Fash*

Signature

07/21/2021

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO.**

A Resolution Authorizing the Parish President to sign an Emergency Solutions Grant Agreement between Terrebonne Parish Consolidated Government and the Louisiana Housing Corporation.

WHEREAS, the Louisiana Housing Corporation has awarded Emergency Solutions Grant funding to Terrebonne Parish Consolidated Government in the amount of \$114,330.00 to provide assistance to homeless families in need of emergency shelter, and

WHEREAS, there are families with children in need of emergency shelter and this grant will provide funding for the operation of the Beautiful Beginnings Center.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove to sign and submit the Emergency Solutions Grant Program agreement in the amount 114,330.00.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove to execute any and all agreements, certifications, amendments and other documents necessary between the Terrebonne Parish Consolidated Government and the Louisiana Housing Corporation related to this grant award.



# Louisiana Housing Corporation

June 15, 2021

Gordon Dove, Parish President  
Terrebonne Parish Consolidated Government  
Post Office Box 6097  
Houma, LA 70361

ATTN: Kelli Cunningham, Director

Dear Parish President Dove:

RE: Louisiana Emergency Solutions Grants Program  
CFDA 14.231  
Program Year FFY21 Grant Award

LHC has decided to do a continuation of funding for your agency's 2021 Emergency Solutions Grants Program award. We are pleased to inform you the recommended award for your city is **\$114,330.00**. The grant period begins July 01, 2021 through June 30, 2022. **This award is contingent upon receipt of funds from HUD.** Your award is to assist the following project(s):

Beautiful Beginnings Center  
**Admin \$3,330.00**

Under separate cover we will be forwarding a grant agreement with relevant Program information and instructions regarding items needed for final approval of your grant proposal and/or budget. During the interim, if you should have questions concerning this notification of grant award, please contact Aimee LeBlanc at (225) 242-1387.

Congratulations on receiving this Emergency Solutions Grant award and we wish you every success in implementing your shelter program for homeless people in Terrebonne.

Sincerely,

*Winona Connor*

Winona Connor  
Housing Finance Manager

**LOUISIANA HOUSING CORPORATION  
EMERGENCY SOLUTIONS GRANTS  
SUBRECIPIENT AGREEMENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**Introduction**

**BE IT KNOWN** that this Subrecipient Agreement (hereinafter sometimes referred to as “Agreement”, or “Contract”), is entered into by and between the **Louisiana Housing Corporation**, a public body corporate and politic of the State of Louisiana with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter referred to as “LHC” or “Corporation”), and **Terrebonne Parish Consolidated Government**, a Louisiana non-profit corporation, with its principal place of business located at 809 Barrow Street, Houma, Louisiana, 70360 (hereinafter sometimes referred to as “Subrecipient” or “Contractor”).

**I. Purpose**

The purpose and goal of the Emergency Solutions Grants Program (“ESG”) as specified under the Stewart B. McKinney Homeless Assistance Act (federal Pub. L. 10077), and regulation of the U.S. Department of Housing and Urban Development (“HUD”) at 24 CFR 576 *et. seq.*, is to provide grant assistance to units of general local government to meet eligible cost in connection with emergency shelter of homeless persons, as well as costs of eligible homeless prevention activities.

The specific goals and objectives of ESG and contracts under this Program are to provide funding of grant costs for implementation of ESG eligible activities related to emergency shelter of homeless persons, i.e. building rehabilitation, shelter and related services, street outreach, Homeless Information Management System (HMIS), rapid re-housing and homeless prevention, during the specified contract period.

**II. Scope of Services**

- A. The LHC, subject to the terms and conditions of this Agreement, shall make available Continuum of Care funds in the gross amount of up to One Hundred Fourteen Thousand Three Hundred Thirty Dollars (\$114,330.00) to the Subrecipient for the purpose of funding the activities of, supportive services, and/or administrative costs, as described in Exhibit B .
- B. The Subrecipient shall administer services for approximately 85 ESG eligible participants, as follows:
  1. The Subrecipient’s rights and obligations under this Agreement are as a Subrecipient for those ESG Program grant funds provided to the Subrecipient by the LHC.
  2. The Subrecipient shall be responsible for administering the ESG Program in a manner satisfactory to the LHC and consistent with any standards required as a condition of providing these funds.

3. The Subrecipient shall maintain such records as set forth in this Agreement and shall monitor its partners (i.e. landlords of rental housing). The Subrecipient shall utilize all forms specified by the LHC in a format as provided by LHC. The Subrecipient shall implement the ESG Program project consistent with any Implementation Timelines submitted to and approved by HUD.

### **III. Grant Amount**

- A. The Maximum ESG Grant Amount to be provided to Subrecipient under this Agreement are One Hundred Fourteen Thousand Three Hundred Thirty Dollars (\$114,330.00).
- B. This is a cost reimbursement contract. The Terms of payment for this cost reimbursement are outlined in the *Subrecipient Budget* attached as **Exhibit B**, and the *Special Terms* attached hereto as **Exhibit A**.
- C. Payment will be made only upon approval of Louisiana Housing Authority ESG Program Manager, Ms. Winona Connor or by another designee of the LHC Executive Director.

### **IV. Contract Period**

This Contract shall commence on July 01, 2021 (“Effective Date”) and shall terminate on June 30, 2022 (“Termination Date”).

### **V. Monitoring Plan**

- A. The Corporation will perform Contract monitoring and review of required performance reports, payment requests and program audits, as well as, on-site monitoring evaluations at least annually basis or more often as might be indicated. The methods to be used to measure and determine contract performance include review of contract expenditures relative to approved budget categories, on site monitoring evaluation, review of data submitted in contractor’s performance reports as compared to proposed contract outcomes/accomplishments and intended beneficiaries.
- B. The cost basis for each grant agreement under the ESG Program was determined to be justified and reasonable based on the Contractors’ grant application and expense proposal(s) and relative needs of competitive applications by other jurisdictions. Grant amounts supplement for the funding resources and in-kind contributions to support local homeless aid activities. The specific cost basis will constitute reimbursement of eligible cost items in approved/negotiated budget(s) for ESGP funds awarded consequent to competitive grant application process utilizing regional allocation pools.
- C. The Contract Monitor for this Contract is Louisiana Housing Authority ESG Program Manager, Ms. Winona Connor or by another designee of the LHC Executive Director.



## VI. ESG Program Information

- **Catalog of Federal Domestic Assistance (CFDA) Number:** ESG CFDA 14.231
- **Award Name, Number, Year:** ESGP FY21 (2021-2022)
- **Federal Agency:** U.S. Department of Housing and Urban Development (HUD)
- **Federal Laws/Regulations:** McKinney Vento Homeless Assistance Act 24 CFR 576, as amended.

## VII. Insurance

The Subrecipient shall purchase and maintain for the duration of the contract, all applicable, 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 Subrecipient, its agents, representatives, employees or subcontractors. Insurance should be obtained, at the Subrecipient's expense, from an insurer authorized to do business in the State of Louisiana.

### A. Minimum Scope and Limits of Insurance

1. *Workers Compensation.* Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of one million dollars (\$1,000,000.00) per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. *Commercial General Liability.* Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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.
3. *Automobile Liability.* Automobile Liability Insurance shall have a minimum combined single limit per accident 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, hired, and non-owned automobiles.
4. *Cyber Liability.* Cyber liability shall have a minimum limit per occurrence of \$1,000,000.00, and include first party costs, due to an electronic breach that compromises the State's confidential data.
5. *Professional Liability (Errors and Omissions).* Professional Liability insurance, which covers the professional errors, acts, or omissions of the Subrecipient, shall have a minimum limit of \$1,000,000 per claim. 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 this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Subrecipient shall be responsible for all deductibles and self-insured retentions.

C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Subrecipient. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.

b. The Subrecipient's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Subrecipient's insurance.

2. *Workers Compensation and Employers Liability Coverage.* To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Subrecipient for the Corporation.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Subrecipient's policy. In addition, Subrecipient is required to notify Corporation of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Subrecipient from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the

Corporation for payment of premiums or for assessments under any form of the policies.

- d. Any failure of the Subrecipient to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. 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.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Subrecipient shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. Subrecipient shall furnish the Corporation 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 Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder shall be listed as follows:

State of Louisiana, Louisiana Housing Corporation,  
Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive, Baton Rouge, Louisiana 70808

3. In addition to the Certificates, Subrecipient shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Subrecipient to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Subrecipient to purchase and/or maintain any required insurance shall not relieve the Subrecipient from any liability or indemnification under the Contract.

- F. *Subcontractors*. Subrecipient shall include all subcontractors as insureds 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 Corporation reserves the right to request copies of subcontractor's Certificates at any time.

- G. *Workers Compensation Indemnity.* In the event Subrecipient is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Subrecipient, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana or the Louisiana Housing Corporation or its 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 and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Subrecipient, its owners, agents and employees. The parties further agree that Subrecipient is a wholly independent Subrecipient and is exclusively responsible for its employees, owners, and agents. Subrecipient hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

H. Indemnification/Hold Harmless Agreement

1. Subrecipient agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Subrecipient, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Subrecipient as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Subrecipient agrees to investigate, handle, respond to provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Subrecipient in the defense of claims, but this shall not affect the Subrecipient's responsibility for the handling of and expenses for all claims.

### **VIII. Termination**

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party 30 days written notice forwarded to their respective address by certified mail. The Corporation has the right to cancel this Contract upon less than 30 days due to budgetary reductions without any liability incurring onto the Corporation or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808

Terrebonne Parish Consolidated Government  
809 Barrow Street  
Houma, Louisiana 70360

## **IX. Notices**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808

Terrebonne Parish Consolidated Government  
809 Barrow Street  
Houma, Louisiana 70360

## **X. General Terms and Conditions**

### **A. Prohibition Against Discrimination.**

1. The Subrecipient and its sub-recipients agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 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 the requirements of the Americans with Disabilities Act of 1990.
2. The Subrecipient and its sub-recipients shall each agree 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, or disabilities.

3. Any act of discrimination committed by the Subrecipient, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

## **B. Confidentiality**

Contractor shall abide by all laws and regulations concerning confidentiality, which safeguard information, and the patient/client confidentiality.

## **C. Audits, Inspection and Review of Records**

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this Contract and the right to conduct on-site monitoring.

Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

1. Any Contractor who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at Section \_\_.220 of OMB Circular A-133.
2. Any Contractor who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
3. Any Contractor who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
4. Any Contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement Contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a Contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions

#### **D. Record Retention and Inspection**

Contractor agrees to retain all books, records, and other documents relevant to this Agreement and funds expended hereunder in accordance with the requirements in section 576.500(y) of the ESG Interim Rule described herein. All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or another time as required by law.

Documentation of each program participants qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served.

#### **E. Assignment of Interest in the Contract**

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State.

#### **F. Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number (Fed. Tax I.D. # 72-6001390) and the Louisiana Department of Revenue Account Number (LDR Acct. # 5840335). Contractor shall also agree to submit a completed W-9.

#### **G. Payments**

In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions."

#### **H. Prohibitions on Use of Funds**

No funds provided herein shall be used 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 legislature or any local governing authority.

By entering into this Agreement, Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded Contract, grant, loan, or cooperative Agreement, Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

#### **I. Property of the State**

When applicable, upon completion of this Contract or if terminated earlier, all records, reports, worksheets or any other materials related to this Contract shall become property of the State and the Corporation.

#### **J. Subcontracts**

The Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original Agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase by the Contractor of supplies and services which are incidental but necessary for the performance of the work required under this Agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the *Debarment and Anti-Lobbying Certification Statement – Exhibit C*, which shall become a part of this Contract.

#### **K. Alterations, Variations, Modifications, or Waivers**

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Agency.



#### **L. Amendments**

Any amendment to this Agreement shall not be valid until it has been executed in writing and signed by the Louisiana Housing Corporation Executive Director and the Contractor.

#### **M. Set Off**

In the event that Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous Agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this Agreement for costs that are allowable; or Contractor shall, upon Agency's request, refund to Agency any sum of money which has been paid to Contractor by Agency which Agency determines has resulted in an overpayment, or which Agency determines has not been spent in accordance with the terms of this Agreement. Such refund shall be made by Contractor within thirty (30) days after request by Agency.

#### **N. Background Checks**

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

#### **O. Reports**

If applicable, at least by the end of each quarter the Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

#### **P. Environmental Tobacco Smoke**

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or Contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative Agreements, loans or loan guarantees, and Contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards, which contain provisions for children's services, and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

### **XI. Miscellaneous Provisions**

A. *Independent Contractor.* Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an

“independent contractor” with respect to the activities performed under this Contract. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance, and Worker’s Compensation insurance, as the Subrecipient is an independent contractor.

- B. *Non-Assignability.* The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the LHC.
- C. *Severability.* If any provision of this Agreement is determined to be unlawful or unenforceable by a court having jurisdiction over the parties, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- D. *Governing Law and Venue.* The laws of the State of Louisiana shall govern the terms of the Contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- E. *Modification.* This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties

**NOW WHEREFORE**, this Subrecipient Agreement is hereby executed by the duly authorized representatives of the Corporation and the Subrecipient.

**LOUISIANA HOUSING CORPORATION**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
Bradley R Sweazy  
Interim- Executive Director

\_\_\_\_\_  
Gordon Dove  
Parish President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Monday, July 26, 2021

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**Item Title:**

Flood Mitigation Assistance Elevation Program

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to enter into the appropriate subgrantee agreement with the Governor's Office of Homeland Security and Emergency Preparedness in order to receive funding and implement the Flood Mitigation Assistance Severe Repetitive Loss/Repetitive Loss Elevation Program.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	7/20/2021	Executive Summary
Memo	7/20/2021	Cover Memo
Resolution	7/20/2021	Resolution
Agreement	7/20/2021	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Resolution authorizing the President to enter into agreement with the Governor's Office of Homeland Security and Emergency Preparedness for the Flood Mitigation Assistance Elevation program.

### PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the President to enter into the appropriate subgrantee agreement with the Governor's Office of Homeland Security and Emergency Preparedness in order to receive funding and implement the Flood Mitigation Assistance Severe Repetitive Loss/Repetitive Loss Elevation Program.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To enter into an agreement to accept \$1,363,797.11 of FEMA Hazard Mitigation Assistance funding to elevate eight (8) severe repetitive loss or repetitive loss structures under the FMA-PJ-06-LA-2019-005 grant.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
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\_\_\_\_\_  
Chris Pulaski

Signature

\_\_\_\_\_  
July 20, 2021

Date

July 20, 2021

MEMO TO: Gordon Dove  
Parish President

FROM: Chris Pulaski  
Planning and Zoning Department

SUBJECT: Request for Agenda Item July 26<sup>th</sup> and 28<sup>th</sup>, 2021  
Community Development & Planning Committee

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Please find the following items for your review:

- A resolution authorizing the Parish President to enter into a subgrantee agreement between Terrebonne Parish Consolidated Government and The Governor's Office of Homeland Security and Emergency Preparedness to implement the Flood Mitigation Assistance Program from 2019. Eight repetitive loss properties will be elevated through this program.

If everything meets with your approval, it is respectfully requested that you place the resolution on the Community Development & Planning Committee agenda for consideration. If you have any questions, please advise.

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE FLOOD MITIGATION ASSISTANCE PROGRAM FMA-PJ-06-LA-2019-005.

**WHEREAS**, the Terrebonne Parish Consolidated Government has applied for funding allocated as a result of the yearly Flood Mitigation Assistance (FMA) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

**WHEREAS**, by communication from the GOHSEP dated July 8, 2021, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate repetitive loss structures was approved by FEMA May 4, 2021; and

**WHEREAS**, the approved funding for the elevation of approximately eight (8) flood damaged structures in the Parish is as follows:

Federal Share (100%)	\$ 1,363,797.11
Non Federal Share (0%)	\$ 132,748.29
TOTAL PROJECT AWARD:	\$ 1,496,545.40

**WHEREAS**, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

**WHEREAS**, Terrebonne Parish Consolidated Government is a subgrantee;

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the FMA Elevation Program.

A Federally Funded Agreement  
Between the  
Governor's Office of Homeland Security and Emergency Preparedness  
And  
Terrebonne Parish Consolidated Government

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFDA 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and Terrebonne Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Forms 424B (Rev. 7-97) and 424D (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

Louisiana Scope of Building Codes, La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

*Louisiana Hazard Mitigation Strategy* (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Terrebonne Parish – TPCG SRL/RL Elevation Project, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2019-005, EMT-2021-FM-E001 (7))

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Construction and Non-Construction Programs as outlined in Standard Forms 424B and 424D, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

#### 4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2019-005, EMT-2021-FM-E001 (7), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 To elevate eight (8) SRL/RL properties to prevent future losses.

#### 5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$1,496,545.40
5.2.2 Total Project Cost	\$1,496,545.40

5.3 Funding Sources

5.3.1 Federal Share	\$1,363,797.11
5.3.2 Non-Federal Share	\$ 132,748.29

#### 6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

#### 7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

#### 8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:



**Sean Wyatt**  
**Assistant Deputy Director, Hazard Mitigation Assistance Division**  
**Governor's Office of Homeland Security and Emergency Preparedness**  
**7667 Independence Boulevard**  
**Baton Rouge, Louisiana 70806**

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

**Honorable Gordon E. Dove**  
**Parish President**  
**Terrebonne Parish**  
**8026 Main Street**  
**Houma, Louisiana 70360**

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: \_\_\_\_\_  
**James B. Waskom**  
**Director**  
**GOVERNOR'S OFFICE OF HOMELAND**  
**SECURITY AND EMERGENCY PREPAREDNESS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
**Honorable Gordon E. Dove**  
**Parish President**  
**TERREBONNE PARISH**

DATE: \_\_\_\_\_