
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Brien Pledger	Chairman
Mr. Carl Harding	Vice-Chairman
Mr. Clayton Voisin Jr.	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Mr. Daniel Babin	Member
Ms. Kim Chauvin	Member
Mr. Steve Trosclair	Member



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

AGENDA

March 25, 2024
5:35 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES 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 to Execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Vanderbilt Catholic High and Approving the Waiver of Fees for the Use of the Houma-Terrebonne Civic Center on May 18, 2024
- 2. RESOLUTION:** Awarding the Request for Bids (RFBS) received for TPCG Civic Center Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

3. **RESOLUTION:** Concurring with the Parish Administration to award the Request for Bids (RFBS) received for TPCG Municipal Auditorium Hurricane Repairs Hubb's Properties, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.
4. **RESOLUTION:** Concurring with Parish Administration approving the State Contract purchase of four (4) pickup trucks for the Forced Drainage Division from Lamarque Crescent City Ford.
5. **RESOLUTION:** Authorizing Parish Administration to enter into a CEA on behalf of TPCG with Terrebonne Levee and Conservation District to participate in a project to rehabilitate the Reach K Levee by contributing funds in connection with the project.
6. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY2022 Victim of Crime Act-Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.
7. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.
8. **RESOLUTION:** Authorizing the Parish President to Execute Amendment No. 1 to the Agreement between Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) and Terrebonne Parish Consolidated Government to Act as Insurance Producer of Record
9. **RESOLUTION:** Authorizing the Parish President to Execute Amendment No. 1 to the Agreement for Anthony J. Alford Insurance Corporation to Act as Insurance Producer of Record for Terrebonne Parish Consolidated Government
10. Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
I. Eastside Police Substation, \$277,379
and calling a public hearing on said matter on Wednesday, April 10, 2024, at 6:30 p.m.
11. Adjourn

Category Number:
Item Number:



Monday, March 25, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, March 25, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, March 25, 2024

Item Title:

CEA between TPCG and Vandebilt Catholic High School

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Vandebilt Catholic High and Approving the Waiver of Fees for the Use of the Houma-Terrebonne Civic Center on May 18, 2024

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/21/2024	Cover Memo
Resolution	3/21/2024	Resolution
CEA	3/21/2024	Backup Material
VCHS Letter	3/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
<p style="text-align: center;">RESOLUTION: Authorizing the Parish President to Execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Vanderbilt Catholic High and Approving the Waiver of Fees for the Use of the Houma-Terrebonne Civic Center on May 18, 2024</p>

PROJECT SUMMARY (200 WORDS OR LESS)
<p style="text-align: center;">TPCG currently waives certain fees associated with the use for graduation ceremonies of the Houma-Terrebonne Civic Center for public schools in Terrebonne Parish and desires to waive the same fees for the students of Vanderbilt.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p style="text-align: center;">TPCG finds that its expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds.</p>

TOTAL EXPENDITURE				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

 Noah J. Lirette, Chief Administrative Officer

 Date 03/21/2024

OFFERED BY:

SECONDED BY:

RESOLUTION NO _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND VANDEBILT CATHOLIC HIGH AND APPROVING THE WAIVER OF FEES FOR THE USE OF THE HOUMA-TERREBONNE CIVIC CENTER ON MAY 18, 2024.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and

WHEREAS, the students of VANDEBILT, through the school’s community service programs, provide countless hours of recreation and service to young people and needy citizens in the Terrebonne Parish community; and

WHEREAS, with just one program, One Hundred Thirty-Seven (137) VANDEBILT seniors provide recreation and support to at-risk children in the parish through the Campus Ministry’s annual Christmas Project. This year the school adopted students from the Terrebonne Parish Head Start Program, by providing them with toys and clothing along with spending a day with children reading, crafting and recreating; and

WHEREAS, TPCG currently waives certain fees associated with the use for graduation ceremonies of the Houma-Terrebonne Civic Center for public schools in Terrebonne Parish and desires to waive the same fees for the students of VANDEBILT; and

WHEREAS, TPCG finds that its expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute any and all documents necessary to effectuate this Cooperative Endeavor Agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the ____ day of _____, 2024.

I, Tammy Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on the ____ day of _____, 2024 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the ____ day of _____, 2024 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____TH
DAY OF _____, 2024.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH
CONSOLIDATED GOVERNMENT AND VANDEBILT CATHOLIC HIGH**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, whose address is 8026 Main Street, Houma, LA, a political subdivision of the State of Louisiana, herein represented by Jason W. Bergeron, President of Terrebonne Parish Consolidated Government, (“TPCG”), and

VANDEBILT CATHOLIC HIGH, (“VANDEBILT”) whose address is 209 South Hollywood Road, Houma, LA, a Louisiana non-profit religious corporation duly authorized under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized President, Jeremy Gueldner; and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

WHEREAS, per letter dated January 11, 2024 to TPCG, the students of VANDEBILT through the school’s community service programs provide countless hours of recreation and service to young people and needy citizens in the Terrebonne Parish community (letter is attached as Exhibit A); and

WHEREAS, with just one program, One Hundred Thirty-Seven (137) VANDEBILT seniors provide recreation and support to at-risk children in the parish through the Campus Ministry’s annual Christmas Project by providing toys, school supplies and clothing along with spending a day with children reading, crafting and recreating; and

WHEREAS, TPCG currently waives certain fees associated with the use for graduation ceremonies of the Houma-Terrebonne Civic Center for public schools in Terrebonne Parish and desires to waive the same fees for the students of VANDEBILT; and

WHEREAS, TPCG finds that its expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

NOW THEREFORE, in consideration of the mutual covenants herein and above contained, the Terrebonne Parish Consolidated Government and VANDEBILT each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

Terms

- 1) The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.
- 2) In consideration of the community services provided by students of VANDEBILT in recreation and to the needy throughout the year, TPCG hereby waives rental fees associated with the use of the Houma- Terrebonne Civic Center on May 18, 2024 for the 2024 graduation ceremony with the exception that VANDEBILT shall continue to be obligated to pay a five hundred dollar (\$500.00) set up fee.
- 3) Further, VANDEBILT shall be obligated to sign and abide by the Civic Center’s standard contract-which contract shall evidence the fee waiver provided herein. The standard Civic Center contract shall be executed by VANDEBILT within thirty (30) days of the execution of this Cooperative Endeavor Agreement but no less than thirty (30) days prior to the May 18, 2024 graduation ceremony.

Termination

- 1) This agreement shall be terminated under any or all of the following conditions:
 - a. By written mutual agreement and consent of the parties hereto.
 - b. TPCG may terminate this Agreement for cause based upon the failure of VANDEBILT to comply with the terms and/or conditions of the Agreement; provided that TPCG shall give VANDEBILT written notice specifying VANDEBILT's failure. If within thirty (30) days after receipt of such notice, VANDEBILT shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then TPCG may, at its option, place VANDEBILT in default and the Agreement shall terminate on the date specified in such notice. TPCG may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the VANDEBILT to comply with the terms and conditions of this Agreement; provided that the State and/or Agency shall give the VANDEBILT written notice specifying the VANDEBILT's failure and a reasonable opportunity for the VANDEBILT to cure the defect.

Indemnification

- 1) VANDEBILT agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "TPCG"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of VANDEBILT, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TPCG, and in the event of joint and concurrent negligence of both VANDEBILT and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to TPCG under Louisiana law.
- 2) VANDEBILT further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of TPCG.

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

Legal Construction

Parties agree all pages of this agreement including preamble is part of this agreement. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

Assignment

VANDEBILT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of TPCG, provided however, that claims for money due or to become due to VANDEBILT from TPCG may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to TPCG. Additionally, VANDEBILT shall not subcontract any work to any party without the prior written consent of TPCG.

Financial Disclosure

Each recipient may be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

Audit Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of VANDEBILT which relate to this Agreement, upon request.

VANDEBILT and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

Fiscal Funding (Non-Appropriation) Clause

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on TPCG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the VANDEBILT, its successors or assigns for any further payments.

Term of Agreement

The term of this Agreement shall commence on the date both parties sign the agreement and shall terminate upon the event occurring, unless sooner terminated as provided in this agreement. However, those covenants in this contract necessary for the legal protection of TPCG shall survive termination.

Discrimination Clause

VANDEBILT agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and VANDEBILT agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. VANDEBILT agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. VANDEBILT acknowledges and agrees that any act of unlawful discrimination committed by VANDEBILT, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement

Partial Invalidity; Severability

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Entire Agreement; 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.

Controlling Law

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

Legal Compliance

TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

Acknowledgment of Exclusion of Worker's Compensation Coverage

TPCG and VANDEBILT expressly agree that the VANDEBILT is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to the VANDEBILT or to anyone employed by the VANDEBILT for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

Force Majeure

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

Employment of State Personnel

VANDEBILT certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of TPCG.

Covenant Against Contingent Fees

VANDEBILT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for VANDEBILT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for VANDEBILT any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Remedies for Default

In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

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:

Terrebonne Parish Consolidated Government
Jason W. Bergeron – Parish President
8026 Main Street
Houma, LA 70360

Vandebilt Catholic High School
Jeremy Gueldner
209 South Hollywood Road
Houma, LA 70360

INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____ 2024.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
**JASON W. BERGERON
PARISH PRESIDENT**

Notary Public

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____ 2024.

WITNESSES:

VANDEBILT CATHOLIC HIGH

BY: _____
**JEREMY GUELDNER
PRESIDENT**

Notary Public



January 11, 2024

Mr. Jason Bergeron
Terrebonne Parish President
P.O. Box 2768
Houma, LA 70361

Dear Mr. Bergeron,

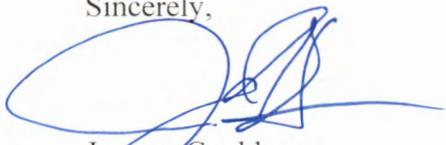
On behalf of the Vandebilt Catholic High School community, I am writing to request a waiver of fees associated with the use of the Houma-Terrebonne Civic Center for our graduation ceremony on Saturday, May 18, 2024. Vandebilt Catholic is an important part of the Terrebonne parish community, and would like to continue receiving the same benefits given to other high schools in this area, which includes use of the civic center free of charge for graduation ceremonies.

Our goal for these graduates is to become future leaders of Terrebonne parish. Waiving these fees will enable Vandebilt Catholic to concentrate on other needs to provide young men and women with a holistic education that encourages community development and good citizenship.

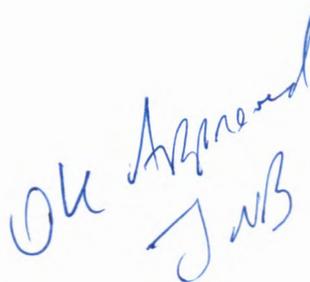
Vandebilt Catholic has 137 seniors who will graduate this May. These students have helped the community with multiple programs, including Campus Ministry's annual Christmas project. This year students in grades 8-12 raised funds for 3- & 4-year-olds in the Terrebonne Parish Head Start Program. Seniors hosted a "drive-thru" Winter Wonderland for 111 children in the program that included Christmas music, holiday inflatables, bubbles, students in character costumes and of course, Santa and Mrs. Clause. Each child also received a special Christmas gift bag of toys. Our seniors are proud to help make a difference in Terrebonne Parish.

Thank you, Mr. Bergeron, for your consideration to continue waiving this fee for Vandebilt Catholic High School and its students. I can be reached at the school at 985-580-1868. I am looking forward to hearing from you soon.

Sincerely,



Jeremy Gueldner
President





Monday, March 25, 2024

Item Title:

Resolution to award the Request for Bids received for TPCG Civic Center Hurricane Ida Repairs to Del-Con, LLC.

Item Summary:

RESOLUTION: Awarding the Request for Bids (RFBS) received for TPCG Civic Center Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	3/19/2024	Executive Summary
Resolution	3/19/2024	Resolution
Recommendation	3/19/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG Civic Center Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Del-Con, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Civic Center Repairs due to damages from Hurricane Ida.

TOTAL EXPENDITURE

\$3,336,943.79 Base Bid

\$1,600,279,60 Alternate No. 1

\$4,937,223.39 Total award amount

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

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Sharon Ellis

Sharon Ellis, Purchasing/Warehouse Manager

March 19, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG Civic Center Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBS were received on March 12, 2024, for TPCG Civic Center Hurricane Repairs, and

WHEREAS, based on the information provided by YKH Consulting (engineers assigned to this project) recommends awarding the project to Del-Con, LLC with a base bid of Three Million, Three Hundred Thirty-six Thousand, Nine Hundred Forty-three Dollars and Seventy-nine cents (\$3,336,943.79), and Alternate No. 1 in the amount of One Million, Six Hundred Thousand, Two Hundred Seven-nine Dollars and Sixty Cents (1,600,279.60) for a total of Four Million, Nine Hundred Thirty-seven Thousand, Two Hundred Twenty-three Dollars and Thirty-nine Cents (4,937,223.39), and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the project to Del-Con, LLC for TPCG Civic Center Hurricane Repairs, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for TPCG Civic Center Hurricane Repairs to Del-Con, LLC, and

BE IT FURTHER RESOLVED that the Parish President and/or his designee and all other appropriate parties be hereby authorized to execute any and all contract documents associated herewith.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:



March 19, 2024

Mrs. Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: TPCG – Civic Center Permanent Repairs
(Project # 675370)
Bid Recommendation
YKH Project NO. 2215301

Dear Mrs. Mauldin:

The bids for this project were opened and read on March 12th, 2024 at 2:00 PM. The bids have been tabulated and checked for accuracy and completeness.

Del-Con, LLC was the lowest responsible and responsive bidder with a base bid of \$3,336,943.79 and Alternate No.1 bid of \$1,600,279.60 for a total bid price of \$4,937,223.39. Del-Con, LLC is a licensed contractor currently in good standing in the State of Louisiana and has the appropriate license classifications for this project. Based on the information provided YKH recommends award of the contract to Del-Con, LLC.

We look forward to continuing working with you and your staff on this important assignment.

Sincerely,

Perry Hogan, P.E.
YKH Consulting



Monday, March 25, 2024

Item Title:

Resolution to award the Request for Bids received for TPCG Municipal Auditorium Hurricane Repairs to Hubb's Properties, LLC.

Item Summary:

RESOLUTION: Concurring with the Parish Administration to award the Request for Bids (RFBS) received for TPCG Municipal Auditorium Hurricane Repairs Hubb's Properties, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	3/21/2024	Executive Summary
Resolution	3/21/2024	Resolution
Recommendation	3/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG Municipal Auditorium Hurricane Repairs Hubb's Properties, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Hubb's Properties, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Municipal Auditorium Repairs due to damages from Hurricane Ida.

TOTAL EXPENDITURE

\$597,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis

Sharon Ellis, Purchasing/Warehouse Manager

March 20, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG Municipal Auditorium Hurricane Repairs to Hubb's Properties, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBS were received on March 14, 2024, for TPCG Municipal Auditorium Hurricane Repairs, and

WHEREAS, based on the information provided by Cheramie + Bruce Architects (engineers assigned to this project) recommends awarding the project to Hubb's Properties, LLC for a total amount of Five Hundred Ninety-seven Thousand Dollars and Zero Cents (**\$597,000.00**), and

WHEREAS, the lowest bid submitted by Del-Con cannot be considered because bidder failed to include required unit price forms with their bid, and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the project to Hubb's Properties, LLC for TPCG Municipal Auditorium Hurricane Repairs, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for TPCG Municipal Auditorium Hurricane Repairs to Hubb's Properties, LLC, and

BE IT FURTHER RESOLVED that the Parish President and/or his designee and all other appropriate parties be hereby authorized to execute any and all contract documents associated herewith.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:

cheramie+bruce architects
a professional corporation

March 14, 2024

Terrebonne Parish Consolidated Government
P.O. Box 6097
Houma, Louisiana 70361-6097

Attention: Jason Broussard, TPCG Project Manager, Royce Engineering

RE: **TPCG-Hurricane Ida: Municipal Auditorium Repairs**
880 Verret Street
Houma, Louisiana 70360
Architect's Project Number: T667C-0622

Dear Jason:

Based upon the review of the bids received and contingent on review of Post Bid information to be submitted by the apparent low bid contractor and review by the TPCG's FEMA Consultant in conjunction with GOHSEP and FEMA, please accept this letter as our recommendation, barring any exceptions taken by the TPCG, to award the Base Bid to the apparent low bidder, as follows:

Timothy Hubbard, President
Hubb's Properties, LLC
37063 White Road
Prairieville, LA 70763
Louisiana Contractor's License: 67037

<u>Architect's Opinion of Cost (OPC) Base Bid:</u>	\$	525,000.00
Base Bid:	\$	597,000.00
Contract Time:		180 Days

Enclosed please find copies of the following data:

- Bid Tabulation of the Bids received @ 2:00 PM, Thursday, March 14, 2024

We request this recommendation be placed as an agenda item on the March 25, 2024 Public Services Committee of the Terrebonne Parish Council.

We trust this meets with your approval, but should there be any questions, please do not hesitate to call.

Sincerely,

**Cheramie+Bruce Architects
A Professional Corporation**

Daniel M. Bruce, Jr., AIA

Project Architect



DMB/bdb

cc : Ms. Joan Schexnayder, PE TPCG
Ms. Jeanne P. Bray, Capital Project Administrator

#2/ T667C
COR-TPCG-002 BID RECOMMENDATION



Monday, March 25, 2024

Item Title:

RESOLUTION Approve the State Contract Purchase of Four (4) Pickup Trucks from Lamarque Crescent City Ford

Item Summary:

RESOLUTION: Concurring with Parish Administration approving the State Contract purchase of four (4) pickup trucks for the Forced Drainage Division from Lamarque Crescent City Ford.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/20/2024	Executive Summary
Resolution	3/20/2024	Resolution
Support Material	3/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: State Contract Purchase of Four (4) Pick- Up Trucks, from Lamarque Cresent City Ford

PROJECT SUMMARY (200 WORDS OR LESS)

Approve the purchase of four (4) new pick-up trucks for the Forced Drainage Division via state contract #4400000793

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The new units will be used by excavator operators to haul fuel and access locations on levees and lateral ditches

TOTAL EXPENDITURE

\$194,236.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT BUDGETED: \$202,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

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Sharon Ellis, Purchasing/Warehouse Manager

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

WHEREAS, prices were obtained through the Louisiana State Commodity Catalog by the Terrebonne Parish Consolidated Government (TPCG) for the purpose of purchasing four (4) pickup trucks for the Forced Drainage Division of the Public Works Department , and

WHEREAS, after careful review by the Purchasing Division and Fleet Maintenance Superintendent it has been determined that the price of Forty-Eight Thousand, Five Hundred Fifty-Nine Dollars (\$48,559.00) each for four (4) Ford F-250 4X4 Regular Cabs should be accepted from Lamarque Crescent City Ford, through State Contract #4400000793, and

WHEREAS, The Parish Administration recommends acceptance of the purchase of four (4) pick-up trucks at the aforementioned price for the Forced Drainage Division as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved for the purchase four (4) new pick-up trucks. as per the attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 2024.

Gina Bergeron

From: Carl Ledet
Sent: Wednesday, March 13, 2024 10:05 AM
To: Gina Bergeron
Subject: FW: F-250 REGULAR CAB 4X4

Gina please process for purchase the 4- f250 4x4 trucks.

Carl Ledet
Superintendent of Fleet Maintenance
Terrebonne Parish Consolidated Government

P.O.Box 2768
Houma, LA. 70361-2768
Phone # (985) 873-6724



Thanks

From: Brandon Lamarque <BrandonLamarque@lamarque.com>
Sent: Thursday, March 7, 2024 2:49 PM
To: Carl Ledet <cledet@tpcg.org>
Subject: FW: F-250 REGULAR CAB 4X4

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

From: FordSales@lamarque.com <FordSales@lamarque.com>
Sent: Thursday, March 7, 2024 2:56 PM
To: Brandon Lamarque <BrandonLamarque@lamarque.com>
Subject:

252-357-8914-01

Manage Motor Vehicles.

IT FORM

Division

requesting):

on, 4 WD

3/4 Ton, 4 WD

* Orders restricted to HPD

V-6

Station Wagon, V 8

Large Size Sedan V8

Patrol

Full Size Police SUV

Sedans & Station Wagons

Small - Mid Size Sedan

Large Size Sedan

Full Size Station Wagon

Severe Service Vehicle

1/2 Ton, 2 WD

Special Use Vehicle (SUV)

Small 2 WD Utility Wagon

Small 4 WD Utility Wagon

2 WD Utility Wagon

4 WD Utility Wagon

Cargo / Passenger Van

Mini Van (front a/c only)

1/2 Ton Cargo Van

3/4 Ton Cargo Van

1 Ton Cargo Van

7 Passenger Mini Van

12 Passenger Van (1 Ton)

15 Passenger Van (1 Ton)

Compact Pickup Truck

Regular Cab, 2 WD

Crew Cab, 2 WD

1/2 Ton Pickup Truck

1/2 Ton, Regular Cab, 2 WD

1/2 Ton, Regular Cab, 4 WD

1/2 Ton, Quad Cab 2 WD

1/2 Ton, Quad Cab, 4 WD

3/4 Ton Pickup Truck

3/4 Ton, HD, Regular Cab, 2 WD

3/4 Ton, HD, Regular Cab, 4 WD

3/4 Ton, HD, Quad Cab, 2 WD

3/4 Ton, HD, Quad Cab, 4 WD

1 Ton Pickup Truck (DRW)

1 Ton, Crew Cab, 2 WD

1 Ton, Crew Cab, 4 WD

1 Ton, Regular Cab, DRW, 2 WD

1 Ton, Regular Cab, DRW, 4 WD

1 Ton Pickup Truck (SRW)

1 Ton, Crew Cab, SRW, 2 WD

1 Ton, Crew Cab, SRW, 4 WD

1 Ton, Regular Cab, SRW, 2 WD

1 Ton, Regular Cab, SRW, 4 WD

Specialty Truck

OPTIONS REQUESTED (4 WD, Extended Cab, Leather, etc):

OPTION(S) JUSTIFICATION:

Number of each type of vehicle requested:

4 – ¾ Ton, HD, Regular Cab 4WD

Unit number(s) of vehicles for Trade-in, Transfer or Surplus:

Description of the intended use for vehicle(s) that are being requested:

4 – ¾ Ton for Excavator Operators to haul fuel & get to locations on levees & lateral ditches.

Name of employee(s) that vehicle(s) will be assigned to:

Excavator Crews – Troy Narcisse, Bennett Authement, Troy Duplantis, Keith Poiencot.

Carl Basile 2-23-24
Division Approval / Date

D. W. [Signature] 3/5/24
Department Approval / Date

.....
.....

Fleet Maintenance Comments:

[Signature] 3/12/24
Fleet Maintenance Approval / Date

STATE CONTRACT LINE 73-11 FORD F-250 REGULAR CAB 4X4

contract # 4400023793

BASE BID PRICE.....	46072.00
XL CHROME PACKAGE.....	205.00
XL OFF ROAD PACKAGE.....	906.00
PLATFORM RUNNING BOARDS.....	291.00
LED CLEARANCE LIGHTS.....	87.00
SPRAY IN BEDLINER.....	542.00
12V/400W OUTLET.....	160.00
FRONT & REAR WHEEL LINERS.....	296.00
TOTAL OF ALL ABOVE.....	48559.00

BRANDON LAMARQUE
FLEET MANAGER



Monday, March 25, 2024

Item Title:

Reach K Levee Agreement

Item Summary:

RESOLUTION: Authorizing Parish Administration to enter into a CEA on behalf of TPCG with Terrebonne Levee and Conservation District to participate in a project to rehabilitate the Reach K Levee by contributing funds in connection with the project.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/20/2024	Executive Summary
Resolution	3/20/2024	Resolution
Backup	3/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Reach K Agreement

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution to authorize Parish Administration to enter into a CEA on behalf of TPCG with Terrebonne Levee and Conservation District to participate in a project to rehabilitate the Reach K Levee by contributing funds in connection with the project

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

TOTAL EXPENDITURE

\$250,000

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

Pending BA

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

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Signature

s/Kandace M. Mauldin, CFO

Date

3/20/2024

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”) WITH THE TERREBONNE LEVEE AND CONSERVATION DISTRICT (“TLCD”) TO PARTICIPATE IN A PROJECT TO REHABILITATE THE REACH K LEVEE BY CONTRIBUTING FUNDS IN CONNECTION WITH THE PROJECT; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SAID PURPOSES; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and

WHEREAS, TPCG is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace, and good order of the parish; and

WHEREAS, TPCG and the Terrebonne Levee and Conservation District (“TLCD”) each have the authority to provide for flood protection and drainage for the citizens of Terrebonne and Lafourche Parishes, respectively; and

WHEREAS, the communities of Point Aux Chenes, Grand Bois, Larose, Montegut, and Lockport are significantly threatened by storm surge and hurricane flooding on a regular basis; and

WHEREAS, TLCD needs assistance with its project to rehabilitate and improve Reach K of MTG to +11.0’ NAVD88 in order to provide increased flood protection to Point Aux Chenes, Grand Bois, Larose, Montegut and Lockport; and

WHEREAS, Reach K of Morganza to the Gulf Hurricane Protection System (MTG) provides critical flood protection to these communities; and

WHEREAS, TPCG finds that there is a current need to rehabilitate and improve the Reach K Levee to provide enhanced critical flood protection to Terrebonne Parish; and

WHEREAS, TPCG has determined that it shall contribute two hundred fifty thousand (\$250,000.00) to TLCD’s project to rehabilitate and improve the Reach K Levee; and

WHEREAS, TPCG finds that that any expenditure or transfer of public funds according to the terms of this Agreement, taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President (or his duly authorized designee) is hereby authorized to execute a Cooperative Endeavor Agreement between the Terrebonne Parish Consolidated Government and the Terrebonne Levee and Conservation District for the purposes set forth herein, with terms and conditions not materially different than those in the attached proposed agreement, subject to the legal department’s approval.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this the ____ day of _____ 2024.

I, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

TERREBONNE LEVEE AND CONSERVATION DISTRICT

AND

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Reach K of the Morganza to the Gulf Hurricane Protection System

This agreement is by and between the following parties is effective from the date of signing by the last party to sign this agreement:

THE TERREBONNE LEVEE AND CONSERVATION DISTRICT (“TLCD”), a political subdivision of the State of Louisiana, whose current address is 220-A Clendenning Road, Houma, Louisiana 70363, represented by Executive Director, Reggie Dupre, Jr.; and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (herein sometimes referred to as “TPCG” or the “Parish”), PO Box 2768, Houma LA 70361, a political subdivision of the State of Louisiana, herein represented by Jason W. Bergeron, Parish President, by virtue of Terrebonne Parish Council Resolution No. 24-091, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823; and

WHEREAS, the TLCD and PARISH have the authority of local political subdivisions to enter into agreements with each other for the public welfare, health, safety and good order of jurisdiction by virtue of the specific authority granted in LA R.S. 38:291(U); and

WHEREAS, the TLCD and PARISH each have the authority to provide for flood protection and drainage for the citizens of Terrebonne and Lafourche Parishes, respectively; and

WHEREAS, both PARISH and TLCD are authorized, under Article VII, Section 14(C) of the Constitution of the State of Louisiana, to engage in cooperative endeavors “for a public purpose”; and

WHEREAS, TPCG finds that that any expenditure or transfer of public funds according to the terms of this Agreement, taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, the communities of Point Aux Chenes, Grand Bois, Larose, Montegut and Lockport are significantly threatened by storm surge and hurricane flooding on a regular basis; and

WHEREAS, Reach K of Morganza to the Gulf Hurricane Protection System (MTG) provides critical flood protection to these communities; and

WHEREAS, Reach K of MTG generally consists of approximately 6 miles of levees, and the structures therein, located in Lafourche Parish, extending from the Bayou Pointe au Chein Floodgate to and connecting with Reach L of MTG, which is currently being constructed by TLCD and will complete MTG’s connection with the Larose to Golden Meadow Hurricane Protection System; and

WHEREAS, the TLCD, in partnership with several state and federal agencies, has worked to improve and rehabilitate Reach K through multiple projects in the last several years; and

WEHREAS, the TLCD currently has ongoing construction activities to rehabilitate the Reach K

Levee through improving its height to +11.0' NAVD88 in order to provide increased flood risk reduction to the residents of Point Aux Chenes, Bourg, and Montegut; and

WHEREAS, TLCD has committed approximately \$1.3 million of its own resources, including but not limited to dirt material provided through a dirt material publicly bid contract, towards improving the Reach K Levee to +11.0' NAVD88; and

WHEREAS, analysis by engineers has estimated it will cost approximately \$1,008,000 in additional funding to improve to +11.0' NAVD88 the portion of the Reach K Levee between the two water control structures along Grand Bayou; and

WHEREAS, TLCD needs assistance with its project to rehabilitate and improve Reach K of MTG to +11.0' NAVD88 in order to provide increased flood protection to Point Aux Chenes, Grand Bois, Larose, Montegut and Lockport; and

WHEREAS, TLCD has requested PARISH, along with other local agencies tasked with a duty to provide flood protection to its citizens, to provide a proportional share of the \$1,008,000 in funding estimated to improve to +11.0' NAVD88 the portion of the Reach K Levee between the two water control structures along Grand Bayou; and

WHEREAS, Reach K of MTG is an integrated coastal protection project eligible for funding under Section 105 the Gulf of Mexico Energy Security Act (GOMESA) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*; 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of reducing the overall threat of storm surge as a result of hurricane, tropical storms, or other natural phenomenon and to reduce the harm to citizens and damages to property located in their respective jurisdictions;

NOW, THEREFORE, in consideration of all of the parties' mutual undertakings herein and their purposes, duties and authorities under the laws and Constitution of the State of Louisiana, the parties do hereby agree as follows regarding the Project:

I. SCOPE OF WORK

The TLCD will provide the appropriate personnel and equipment through its existing contracts to continue work on Reach K of the Morganza to the Gulf Hurricane Protection System. The scope of work for this Agreement consists of approximately 2 miles of earthen levee work between two of the existing water control structures along Grand Bayou. This work will achieve a levee height of +11' and consist of approximately forty thousand (40,000) cubic yards of material, which has been verified by the Project Engineers.

II. FUNDING

PARISH has agreed to provide to the TLCD a maximum of two hundred and fifty thousand dollars (\$250,000.00) to contribute towards the continuation work on Reach K of the Morganza to the Gulf Hurricane Protection System. The funding will be provided to TLCD based upon the submittal and approval of invoices for construction work within the scope of the project. In addition to providing invoices, TLCD shall provide quarterly progress reports to PARISH until the scope of work is complete. PARISH's contributions shall represent a twenty-five percent contribution share for the cost of the scope of work described above. The remaining seventy-five percent shall be funded by the TLCD and other sources.

III.
NON-ASSIGNMENT

This contract is strictly between the parties and shall not be assigned without the express consent of all parties.

IV.
TERM

This agreement shall remain in place until the scope of work described in this agreement is complete.

V.
NOTICES

Any notice given to any party shall be in writing and shall be sent by certified mail as follows:

To TPCG:
President, Jason Bergeron
P. O. Box 2768
Houma, LA 70361

To the Terrebonne Levee and Conservation District:
Executive Director
220-A Clendenning Rd.
Houma, LA 70363

VI.
INDEMNITY

Terrebonne Levee and Conservation District agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of Terrebonne Levee and Conservation District, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of this Agreement, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action, including any costs associated with the enforcement of this indemnity provision, except that the Terrebonne Levee and Conservation District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers.

Further, Terrebonne Levee and Conservation District hereby agrees to indemnify the Parish for all reasonable expenses and attorney's fees incurred by or imposed upon the Parish in connection therewith for any loss, damage, injury, or other casualty pursuant to this section. Terrebonne Levee and Conservation District further agrees to pay all reasonable expenses and attorney's fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions of this Section.

VII.
NO THIRD-PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

VIII.
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

IX.
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

X.
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

XI.
MODIFICATION

No modification or changes to this agreement shall be binding unless approved in writing by all parties.

[Signature page follows]

IN WITNESS WHEREOF, on the _____ day of _____, 2024, the below named party has caused these presents to be executed by its respective officer thereunto duly authorized.

Witnesses:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: Jason Bergeron, Parish President
OR: Noah Lirette, CAO

IN WITNESS WHEREOF, on the _____ day of _____, 2024, the below named party has caused these presents to be executed by its respective officer thereunto duly authorized.

Witnesses:

**TERREBONNE LEVEE AND
CONSERVATION DISTRICT**

Reggie Dupre, Jr.
Executive Director



Monday, March 25, 2024

Item Title:

LCLE-FY 2022 VOCA - Victim Assistance Program FY 2024

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY2022 Victim of Crime Act-Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
Signed Executive Summary.pdf	3/20/2024	Cover Memo
2022 VOCA for 2024 Resolution.doc	3/20/2024	Cover Memo
ApplicationContractReport_2024-03-17_211536.pdf	3/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

LCLE-FY 2022 VOCA - Victim Assistance Program FY 2024

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use VOCA funds to support the Houma Police Department. Funds will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved services for victims within Region 11 Sane Program.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

LCLE FY 2022 Victim of Crime Act- Victim Assistance (VOCA) grant FY 2024 funds will assist Government's support to the city of Houma policing victims efforts, as well as ensure the sustenance of essential services towards victims with Region 11 SANE Program.

TOTAL EXPENDITURE

\$148,049.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Chief Travis...

 Signature

3/20/24

 Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY2022 Victim of Crime Act-Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to apply for an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2022 Victim of Crime Act-Victims Assistance funding in the amount of One Hundred, Forty-Eight Thousand and Forty-Nine dollars (\$148,049.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2024 Victim of Crime Act-Victims Assistance Fund will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved servers for victims within Region 11 Sane Program and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant upon awarded amount from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

LOUISIANA COMMISSION ON LAW ENFORCEMENT

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/18/2023	10/6/2023	2022-VA-01/04/03 7369

1. Type of Funds for which you are applying	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
5. Financial Officer	Name: Mrs. Sarah C LeCompte		Title:
	Agency:		
	Street Address Line 1: P.O. Box 2768		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
7. Brief Summary of Project	Short Title (May not exceed 50 characters)		
	Victim Assistance Program 7		
	Phone: 985-873-6308 Fax: 985-872-4670 Email: bobryan@tpcg.org		
	Address Line 2:		
	City: Houma State: LA Zip: 70360-2788		
8. Subgrant Budget	TOTAL BUDGET BY CATEGORY		
(Do Not Exceed Space Provided) The VOCAL Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different law enforcement agencies and victim advocates from The Haven			

BUDGET CATEGORY	AMOUNT
PERSONNEL	25,001.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	123,048.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	148,049.00

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	118,439.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	29,610.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	148,049.00	100%

10. Project Start Date: 1/1/2024 **Project End Date:** 9/30/2024

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department

NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	148,049.00	148,049.00
Total:	148,049.00	148,049.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	25,001.00	25,001.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	123,048.00	123,048.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	148,049.00	148,049.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	118,439.00	118,439.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	29,610.00	29,610.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	148,049.00	148,049.00

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1

PERSONNEL

Justification: Funding will be used to pay Overtime for the Houma Police Department to a Group of crime victims' advocates.

Position:	Group of Crime Victim Advocates		<u>COST</u>
Name:	TPCG-Houma Police Department		
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate
	10.620	x 38	x 61.95
			25,001.00
	Standard working hours per week: 10.620 hrs.		% Budgeted Hours: 100

Personnel - Year 1 Total: 25,001.00

CONSULTANTS - CONSULTANT

Justification: Funding will be used to pay Overtime for the Assumption Sheriff Office to a Group of crime victims' advocates at their office.

The Haven will pay for advocates, SART Coordinator and SANE nurses stand by time

			<u>COST</u>
Name / Position:	Group of Advocates		
Service Provided:	The Haven		
	Cost per	Duration	
	35.00 per Hour	x 3229.94286 Hour(s)	113,048.00
Name / Position:	Group of Advocates		
Service Provided:	Assumption Parish Sheriff Office		
	Cost per	Duration	
	61.97 per Hour	x 161.3684 Hour(s)	10,000.00

Consultants - Consultant - Year 1 Total: 123,048.00

YEAR 1 TOTAL: 148,049.00

13. SECTIONS:

A. LCLE Budget Summary With Cash & InKind Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Personnel	25,001	20,000	5,001	0	25,001
1.2	Consultants	123,048	98,439	24,609	0	123,048
Total: Σ		148,049	118,439	29,610	0	148,049

13. SECTIONS:

B. LCLE Budget - Personnel & Volunteers

PERSONNEL & VOLUNTEERS BUDGET JUSTIFICATION

PERSONNEL

1. Are personnel costs budgeted in this application?

Yes

2. Explain the basis of determining the salary for each position. (NOTE: Overtime rate cannot exceed 1-1/2 times the regular hourly rate.)

Overtime is paid only at 1- 1/2 times the regular hourly rate

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases must be factored into the personnel budget.

4. Are any employees working overtime on this project?

Yes

4.1. Explain the need for overtime.

Houma Police Department and Assumption Parish Sheriff's office advocates will be operating outside their normal work hours.

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

A pool of officers / deputies ranging from \$20 - \$61.97 per hour.

4.1.2. Is your agency's overtime policy attached?

Yes

5. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

7. Explain the need for each position.

Groups of Crime Victim Advocates from three different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will prove free counseling services to victims as need.

13. SECTIONS:**8.** Explain the project duties for each position.

Groups of Crime Victim Advocates from two different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will provide free counseling services to victims as need and coordinate the efforts of the SANE quarters with stand by times.

9. Are job descriptions for each position attached?

Yes

10. Are resumes for each position attached?

No

10.1. If no, explain why.

see NOTE (below)

NOTE: Individual resumes for Law Enforcement Officers are not required.

11. Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency, but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

The two different law enforcement agencies are using existing police officers and deputies outside of their regular hours of work for overtime to reach out to victims. No other grants are worked at the same time as they work this grant

VOLUNTEERS**12.** Are volunteers used in this project?

No

13. Is this a VOCA-funded project?

Yes

13.1. If yes, but volunteers are not used, a request for a waiver requesting an exemption to VOCA's requirement of utilizing volunteers is required.

Are you requesting a waiver? If so, explain the need for an exemption of using volunteers?

Our agencies are requesting a waiver from using volunteers for this grant due to the sensitivity of information for victims.

14. Are the volunteers used as in-kind match?

No

15. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

13. SECTIONS:

16. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

17. Briefly describe the duties and functions of the volunteers, indicate the number of hours per duty-function for this project. Duties must directly relate to the focus of this project.

N/A

18. Are job descriptions for volunteers attached?

No

19. Are sign-in/sign-out sheets records maintained that shows the volunteer’s name, hours worked, and service provided?

No

LCLE BUDGET - PERSONNEL & VOLUNTEERS related attachments:

File Name:

File Description:

✂ APSO overtime policy procedure.pdf

✂ HPD-1_Overtime Policy PDF (1).pdf

✂ Job Description for the Victim Assistance Advocate (1).pdf

HPD Overtime Policy

Job description for the Victim Assistance Advocate

13. SECTIONS:

C. LCLE Budget - Employee Benefits

EMPLOYEE BENEFITS JUSTIFICATION

1. Are personnel costs budgeted in this application?

Yes

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

13. SECTIONS:**D. LCLE Budget - Travel****TRAVEL**

Travel is allowed for personnel listed in the Personnel Section of application. Mileage is unallowable in agency-owned vehicles. Charges cannot exceed established agency travel rates, but in no case can travel expenses exceed the current Louisiana Travel Guidelines. **Out-of-state travel requires prior approval from LCLE.**

1. Are travel costs budgeted in this application?

No

LOCAL TRAVEL

2. Are requested travel costs for local travel?

No

2.1. State who will travel and the purpose for local travel.

N/A

NON LOCAL IN-STATE AND OUT-OF-STATE TRAVEL

3. Are requested travel costs for non-local in-state and/or out-of-state travel?

No

3.1. State who will travel and the purpose of the non-local in-state and/or out-of-state travel.

NOTE: Out-of-state travel requires prior approval from LCLE. This is inclusive only to the 48 contiguous states. Hawaii, Alaska and international travel is prohibited.

N/A

4. Does the agency maintain a vehicle travel log that identifies each person traveling, date and time of travel, beginning and ending mileage, and purpose of travel? This is for **both** local travel and non-local in-state and out-of-state travel.

No

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

Louisiana Travel Guidelines are within Grant Audit Report.

13. SECTIONS:

E. LCLE Budget - Equipment

EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

N/A

1.2. Explain the procurement procedures.

N/A

1.3. Explain the equipment's relationship to this project.

N/A

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

No

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

NOTE: Sole Source request must be attached to this application.

N/A

13. SECTIONS:

F. LCLE Budget - Supplies & Operating Expenses

SUPPLIES & OPERATING EXPENSES JUSTIFICATION

SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

N/A

1.2. Explain the relationship of the office supplies to this project.

N/A

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

N/A

2.2. Explain the relationship of the supplies to this project.

N/A

OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

N/A

3.2. Explain the relationship of the operating costs to this project.

N/A

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

N/A

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

No

13. SECTIONS:

4.2.1. Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

N/A

4.3. If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

No

4.3.1. If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

N/A

5. Are audit costs budgeted in this application?

No

5.1. If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

No

5.2. If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

N/A

6. Are monthly rent or lease payments budgeted for this project?

No

6.1. If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

N/A

13. SECTIONS:**G. LCLE Budget - Consultant****CONSULTANTS JUSTIFICATION**

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the **attached LCLE approved contract template**.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

1. Are consultants costs budgeted in this application?

Yes

2. Explain the purpose of each consultant or other contractual services requested.

The Houma Police Department will be working one additional law enforcement agencies in reference to making direct face to face contact towards 1,000 victims of crimes within three parishes (Terrebonne and Assumption).

The Houma Police Department will be working with The Haven to be able to provide direct social services for 500 victims for free.

These consultant agencies helps our agency to work towards completing our goals and objectives.

3. Explain why each service requested is necessary and cost effective for this project.

The Houma Police Department is requesting assistance with the following agencies as consultants:

Assumption Parish Sheriff Office will focus on doing an out reach towards their victims within Assumption Parish to be able to see if they need additional services and to be bale to provide refers services within the area in help the victims recover.

The Haven will focus on providing direct social services and SANE nursing examinations for victims only after the victims have been advised of their rights and the victims chooses a direction that the victims want to do. All these services will be provided free for the victims.

4. Explain the procurement procedures and basis for determining rate of pay.

The rate of pay is based on the overtime rates that each law enforcement agencies provides to the Houma Police Department. The rate for the application is determined by the highest rate of overtime to be able to calculate to the total number of hours for the dollar amount for the grant. (Reason for this is because all advocates make least then the total amount of the OT rate of which it should not excessed that amount)

5. Is this request for sole source?

No

5.1. If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

NOTE: You must attach the sole source request to this application.

N/A

LCLE BUDGET - CONSULTANT related attachments:

File Name:

File Description:

13. SECTIONS:

✦ The Haven #7369.pdf

✦ APSO 7369.pdf

✦ MOU 7369.pdf

The Haven Contract

APSO Contract

MOU 7369.pdf

13. SECTIONS:

H. VOCA Reports

1. VOCA Reports

1.1. Fiscal Reports

- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter;
or
- Monthly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the reporting month.

1.2. Egrants Program Reports

- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter.

1.3. Performance Measurement Tool (PMT) Reports

- Quarterly PMT Reports are due online to Office of Victims of Crime by the 15th of the month following the end of the quarter.
- The website address for the PMT Report is: <https://ojpssso.ojp.gov/>
- If you experience difficulties in accessing or completing your PMT Report, please contact the LCLE VOCA Program Manager.

If the applicant is late submitting any of the reports listed above, all fiscal reimbursements requested by the agency will be withheld until the next quarterly reporting period.

2. Reporting Requirements

The applicant understands and agrees that after receipt of a VOCA award, the applicant must consent to the reporting requirements listed above.

13. SECTIONS:**I. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

Document the need, not the symptoms or solutions. Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

Due to lack of funding within local law enforcement agencies, victims within our communities are not getting the referral services or help needed to help victims get back on the right path in living a safe and healthy life.

The Houma Police Department is in Houma, La. with a population of 33,406 in 2020 from the US Census. The FBI UCR data base table violent crimes shows the following: Murder and non-negligent manslaughter 2016(4), 2017(2) 2018 (3) 2019 (4) 2020 (3)2021(20), Forcible rape 2016(17), 2017 (20), 2018 (19), 2019 (17), 2020 (8),2021(8) Aggravated Assault 2016(104), 2017 (83), 2018 (106), 2019 (166), 2020 (90),2021(245)and all violent crimes 2016 (167), 2017 (123), 2018(158), 2019 (209), 2020 (118) and 2021 (282) so the efforts that our agency is doing within our community is working but by slowing down the efforts, everything could turn around quickly.

U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime
Washington, D.C. 20531

Dear Colleague,

We are pleased to present the 2016 National Crime Victims' Rights Week Resource Guide, developed by the Office for Victims of Crime in partnership with the National Center for Victims of Crime.

This year's theme—Serving Victims. Building Trust. Restoring Hope.—underscores the importance of establishing trust with victims. Trust is of particular concern in communities that feel isolated from or invisible to mainstream service providers and the criminal justice system, including boys and young men of color, victims of human trafficking, victims in American Indian and Alaska Native (AI/AN) communities, individuals who are geographically isolated or who live in economically deprived areas, older adults, people with disabilities, the LGBTQ community, and others. By meeting victims where they are, and by listening to and understanding their specific needs, we can help restore victims' hope for healing and recovery.

The Fiscal Year 2022 Crime Victims Fund allocation provides a tremendous opportunity—and responsibility—to ensure that those who need support the most receive it. All victims must have the ability to access services when they need them. To provide this access, we must reach victims as early as possible to expedite those first steps toward help, empowerment, and recovery.

Our outreach and responses must evolve to ensure that services are culturally relevant and that we collaborate across agencies and organizations to lessen the burden on victims. It is critical that we are flexible and open to new approaches to reach those most in need and to embrace new technologies and partnerships, understanding that the most vulnerable communicate, access, and receive information in a variety of ways.

If victims are to trust that the system will work for them, we must meet them where they are— physically, culturally, and emotionally. By serving victims, building trust, and restoring hope, the field can more effectively help victims as they rebuild their lives.

The Office for Victims of Crime appreciates your unwavering commitment and tireless dedication to victims of crime throughout the Nation. We trust that the materials provided in this guide will support and enhance your efforts to raise awareness, build new partnerships, and reach additional victims during National Crime Victims' Rights Week and throughout the year.

13. SECTIONS:

Sincerely, Marilyn McCoy Roberts Acting Director Office for Victims of Crime

In 2019 OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

In 2019 Strength. Resilience. Justice. reflects a vision for the future in which all victims are strengthened by the response they receive, organizations are resilient in response to challenges, and communities can seek collective justice and healing.

OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

Office of Justice Programs Office of Victims of Crimes web site.

This letter provides that the direction that the VOCAL program is heading in the right direction.

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project.

With this grant, the VOCAL Project has expanded its territory of providing direct victim's services within three different parishes and for the first time ever in the history of the Houma Police Department to be able to provide direct immediate crisis services to victims within the City of Houma. BUT it also expended into the City of Thibodeaux and Assumption Parish. The VOCAL project has also increase in the numbers of face to face contact in providing an improved outreach to victims in proving direct services with this grant funding.

3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling, and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project

13. SECTIONS:

J. LCLE Goals & Objectives

GOALS

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

The Vocal Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies: Houma Police Department, and Assumptions Parish Sheriff's Office. Advocates from The Haven will give counseling for FREE.

OBJECTIVES

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Goal 1: Houma Police Department will coordinate and collaborate with at least two other law enforcement agencies as crime victim advocates (Assumption Sheriff's Office and Thibodaux Police Dept) and advocates from The Haven with VOCAL project. (Measurable is to get 2 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

13. SECTIONS:**K. VOCA Activities**

ACTIVITIES

Identify and describe how you will achieve each of your stated project objectives along with a time frame. Activities must correlated with the stated Goals and Objectives.

1. When will the service be provided (daily, weekly, monthly) and what are the hours of operation?

The VOCAL project will be from April 1, 2023 to March 31, 2024, upon grant approval and award to the department. Hours of operation will be during Crime victim advocates off duty hours during the week, weekends and call outs for the following agencies; Houma Police Department and Assumption Parish Sheriff Office. The advocate from the Haven will operate during the hours of 8-4 Monday to Friday to provide direct counseling services

2. How are victims referred to and enrolled in the program (Describe specific procedures.)

Each victim is identified through each participating agencies Report Management System and will be contacted face to face in person for referral services or direct immediate crisis services. A tracking form is also completed to log the victim information, access service needs, and document all referrals provided. Progress reporting and follow-ups are maintained monthly by documentations that are filled separately for quarterly reporting. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office Submit

3. For what period of time are victims in the program allowed to continue to received services.

There is no expiration for services to victims of crimes

4. Describe the overall project model, format, and/or curriculum that this project follows.

The format of this program is as follows: crime victim advocates identify the victims based on crime reports reported to the participating agencies. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office) Through monthly meetings, reports are assigned to crime victim advocates and are tracked on an excel spread sheet to prevent duplication. Victims are contacted face to face by a crime victim advocates. The crime victim advocates will provide a direct referral services within participating agencies' parishes that could help give direct service to the victims. The Haven will be a referral service for direct immediate crisis services for victims at the participating agencies.

5. Is this an evidence-based or evidence-informed program?

Yes

5.1. Explain.

This is an evidence-informed program due to the reason of reported crimes which advocates can do out reach and follow ups. Counseling is provided at victims request.

13. SECTIONS:

L. LCLE Prior Results

PRIOR RESULTS
(For Continuation Projects Only)

1. Is this a continuation project?

No

2. Based on the objectives of the **previous** application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

Total Stats will be provided at a later date. Please kick back after acceptance.

3. Did the project work as expected? Please explain why.

Yes. Violent crime in some categories was reduced and other remained the same, but by providing direct counseling services and all other servers to victims it has helped to reduce incidents.

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

N/A

13. SECTIONS:

M. VOCA Demographics

DEMOGRAPHICS

1. Type of Organization

Law Enforcement

1.1. Enter UEI (Unique Entity Identifier) number. (Please refer to the "Help" button for clarification.)

WTBJJFPVF5K8

1.2. Enter SAM number.

5THM7

1.3. Enter SAM expiration date.

4-3-2024

2. Attachments

2.1. Is verification of SAM registration showing agency as active and current attached?

Yes

2.2. Is the agency's Organization Chart attached?

Yes

VOCA DEMOGRAPHICS related attachments:

File Name:

- ✦ HOUMA POLICE DEPARTMENT HIERARCHY (2).pdf
- ✦ EntityInformation-20220725-123506.pdf
- ✦ EntityInformation_20231002-090758.pdf

File Description:

- Houma Police Department Hierarchy
- Sam expiration date
- EntityInformation_20231002-090758.pdf

13. SECTIONS:

N. VOCA Evaluation

EVALUATION AND DISSEMINATION OF REPORTING

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

N/A

2. Who will be responsible for completing the quarterly program reports and the quarterly/interim fiscal reports in eGrants, and the quarterly program reports in the federal OVC Performance Measurement Tools (PMT) system? Please list each person separately by name, which report he/she is responsible for completing, and his/her contact information below (i.e., phone number and email address).

ID	Name	Type of Report	Phone Number	Email Address
2.1	David J Wagner Jr	eGrants Quarterly Program Report	985-873-6371	dwagner@tpcg.org

3. Who is responsible for collecting data for interim and/or quarterly fiscal reports? If more than one person is responsible for completing this process, please explain.

Houma Police Department-Sgt David Wagner, Assumption Parish Sheriff's Office-CPT Donnie Calamia, and The Haven-Julie Pellegrin. Each agency will collect their own data and then forward it to Lt Farmer, who will in put it into the quarterly reports.

4. Who is responsible for collecting data for quarterly program reports? Is this person the same person who will analyze the data? If not, and more than one person is responsible for completing this process, please explain.

Sgt David Wagner will collect the data and Capt Bobbie O'Bryan will analyze the data to make sure we are on track with our goals and objectives of the grant.

5. What type(s) of information and statistical data will be collected for each Goal and Objective?

Goal 1: Houma Police Department will coordinate and collaborate with at least one other law enforcement agencies as crime victim advocates (Assumption Sheriff's Office) and advocates from The Haven with VOCAL project. (Measurable is to get 1 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

5.1. What type(s) of form(s) or software will be used to store the collected data for this project?

The law enforcement agency uses Central square report management system and the Haven uses Empower DB software to track victims.
Submit

5.2. Please attach a copy of the document form and/or printout(s) of databases used to collect and maintain performance data for quarterly program reporting purposes below in this section. If you wish to explain the attachment(s), please provide details below.

N/A

6. How often will the data be collected?

Everyday when a victim files a complaint

13. SECTIONS:

7. How does the agency count individual clients and services provided without duplicating the totals provided in the quarterly program reports?

Every victim's report is given an item # which is tracked until completion. If the victim follows up and it goes back to a previous item #. Then a duplicate will not be made BUT if it is a new situation then a new item # will be made.

8. What procedures are used to ensure collected data and statistics are kept current?

Every complaint is tracked by time, date and month of the incident of which a Police Officer does a report of the incident. If a victim wants to do a blind report, then that is kept by the Haven. BUT the evidence for a blind report is stored by the nearest law enforcement agency.

9. Where is the collected data and other project information stored and is this data kept in a separate location as backup? If so, where?

Law Enforcement agencies collect the data by uses of MDT which the report goes into Central Square software. The data is stored in a cloud base server which is CJIS compliance. Blind reports are store in the Haven's Empower DB software which is the only software approved by the State for DV and victim's reports. It also has a cloud base server.

10. Once the data is analyzed, what procedures will be used to determine if this project is a success, a failure, or in need of improvement?

Every quarter, we have meetings to make sure that our victims within our areas are receiving services as while as all goals and objectives are being met. If we notices there is a problem, we make adjustments so we have the greatest success.

11. The applicant agency agrees to submit quarterly program reports, fiscal reports, federal PMT program reports and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

12. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e., quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), law enforcement planning district/council, Mayor's Office, courts with jurisdiction, etc.

Our reports go before our board of directors which are as follow: One coroners in each parish, one law enforcement person from each agencies within the parishes, member from the Haven and Capt Bobbie O'Bryan. In the victim's assistance awareness months, we share our data with our local Governments and councils.

13. Is a client evaluation form and/or sample of a survey-type form your agency uses to allow clients to complete that provides feedback on the services they receive? (*This form could be valuable in determining if the program is meeting their needs.*)

Yes

13.1. If you have not attached the client evaluation form your agency, please explain why.

N/A

14. **OPTIONAL:** Please provide any additional information that would explain how and why your agency documents and collects data and statistics used to properly evaluate the success and/or shortcomings of the delivery of services provided to victims and their families.

VOCA EVALUATION related attachments:

File Name:

✂ VOCAL grant trip sheet.xlsx

✂ VOCAL TRACKING SHEET.xls

File Description:

VOCAL grant trip sheet

VOCAL grant tracking sheet

13. SECTIONS:

✦ SURVEY_2019_1_15_19_15_5_77135 (3).pdf

Survey

13. SECTIONS:

O. LCLE Continuation

CONTINUATION

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

Lack of local funding.

13. SECTIONS:

P. LCLE Resources

RESOURCES

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

Houma Police Department 500 Honduras, Houma, LA, 70360; Assumption Parish Sheriff's Office 112 Franklin Ave, Napoleonville, LA 70390, The Haven 509 Dunn ST Houma, LA 70360. Each agency has staff that will work towards completing the matching funding for the grant, buildings, vehicle for transportation, and supplies for direct service victims.

13. SECTIONS:

Q. LCLE Collaboration/Consultation

COLLABORATION/CONSULTATION

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

Vocal project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies and victim advocates from The Haven. Vocal crime victims advocates will make face to face contact with victims while doing referrals, immediate crisis counseling and services, evaluating, documenting, following up on status of victims cases and accumulating stats.

2. The following support documents are attached. (Must choose one and/or both or N/A)

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

A response to this question is optional and no answers were selected.

LCLE COLLABORATION/CONSULTATION related attachments:

File Name:

File Description:

✂ APSO 7369.pdf

APSO 7369

✂ Coroner Designation[223538].pdf

Coroner Designation[223538].pdf

✂ The Haven #7369.pdf

The Haven 7369

✂ MOU 7369.pdf

MOU 7369.pdf

13. SECTIONS:

R. LCLE Audit Requirements

AUDIT REQUIREMENTS

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

No

Please provide the following information:

1.1. Date of last audit

06-30-2023

1.1.1. audit period beginning:

01-01-2022

1.1.2. audit period ending:

12-31-2022

1.2. Date of next audit

1-1-2024

1.2.1. audit period beginning:

1-1-2023

1.2.2. audit period ending:

12-31-2023

1.3. Date next audit will be forwarded to LCLE

7-31-2023

13. SECTIONS:

S. VOCA LAVNS & CVR

**LOUISIANA VICTIM INFORMATION NOTIFICATION EVERYDAY (LA VINE)
and
CRIME VICTIMS REPARATIONS (CVR)**

1. Provide the name of the individual responsible for assisting victims in regard to accessing use of the Louisiana Victim Information Notification Everyday (LA VINE) system. Please include contact information, i.e., work phone number, email address, work address, etc.

DET 985-873-6371 tlottinger@tpcg.org , Houma Police Department, 500 Honduras, Houma, LA 70360

2. Does this individual also serve as the agency's Point of Contact (POC) for LA VINE?

Yes

2.1. If not, please provide contact information, i.e., work phone number, email address, work address, etc., of person who is the Point of Contact (POC).

N/A

3. Has this individual received training from LCLE to learn how victims are served by LA VINE?

Yes

3.1. If no, will the agency request an appointment to receive a training from LCLE within 30 days of the award? If not, please contact the LCLE at (225) 342-1894 or visit the LCLE website for the training information at: http://lcle.la.gov/programs/lavns_subgrantee_training.asp. The LA VINE trainings are free of charge and are scheduled to meet your agency's needs.

A response to this question is optional and no answer was provided.

4.

Does the agency have posters displayed for promoting the LA VINE System and brochures readily available to victims?

If no, please go to the LCLE website to request **free** LA VINE brochures, posters, and other LA VINE supplies at:

[LAVINE Materials Request – LCLE \(te-dev.com\)](#)

Yes

5. Is the individual identified above the same individual responsible for assisting victims in regard to services available through the Crime Victims Reparations (CVR) Program?

No

5.1. If not the agency's Point of Contact (POC) for assisting victims with applying for reparations claims through the LCLE CVR Program, please provide the individual's name and contact information. (i.e., work phone, email address, work address, etc.)

N/A

6. Does the agency know who the CVR Claims Investigator is at the Parish Sheriff's Office?

Yes

13. SECTIONS:

7. Is the individual responsible for assisting victims apply for CVR assistance familiar with the basic qualification requirements of the Reparations Program, including: a) who may qualify; b) who is not eligible; c) what crimes are covered; d) the application process; e) what expenses are eligible for reimbursement; f) limits on awards; and, g) recoveries from other sources?

Yes

8. Does the agency have posters displayed for promoting CVR and brochures readily available to victims?

If no, please visit LCLE's website at <http://lcle.la.gov/programs/cvr.asp> for ordering brochures, posters, and other supplies for the CVR program.

Yes

13. SECTIONS:

T. LCLE Civil Rights

CIVIL RIGHTS

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

1. CIVIL RIGHTS CONTACT PERSON - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Bobbie O'Bryan

1.1. Civil Rights Contact Person's Email

bobryan@tpcg.org

1.2. Civil Rights Contact Person's Telephone Number

985-873-6308

2.

TRAINING - The Office for Civil Rights online training can be obtained at <https://ojp.gov/about/ocr/assistance.htm>

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in **BLUE** by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

egrants@lcle.la.gov

or

Mail to

Egrants

Louisiana Commission on Law Enforcement

PO Box 3133

Baton Rouge, LA 70821-3133

Yes

13. SECTIONS:

3. NOTICE - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)

Program Brochures

Posters

Verbal Orientation

Website

Written Orientation / Program Manual

3.1.1. Describe Other

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Position Announcements

Posters

3.2.1. Describe Other

4. COMPLAINTS - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Program Handbook

Verbal Orientation

Policies

Website

4.1. Describer Other

N/A

5. RESOLUTION - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

13. SECTIONS:

5.1.1. Describe Other

N/A

5.1.2. Describe Procedure

N/A

5.2. Delivery of Services

Program Manual

Agency Policies

5.2.1. Describe Other

N/A

5.2.2. Describe Procedure

N/A

6. LIMITED ENGLISH PROFICIENCY (LEP) - Describe steps to provide meaningful access to programs who have LEP.

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Bi-lingual staff

Interpreter services contracted as needed.

Formal language classes

Translation of written documents

6.1.2. Describe Other

N/A

7. RELIGIOUS ACTIVITIES - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

13. SECTIONS:

7.1. Do you conduct religious activities as part of the program?

No

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

SUBSTANTIAL FINDINGS OF DISCRIMINATION - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

8. TECHNICAL ASSISTANCE - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

File Name:

- ✦ Grievance Policy.pdf
- ✦ Certificate of Civil Rights Training (1).pdf

File Description:

- Grievance Policy
- Certificate of Civil Rights Training

13. SECTIONS:

U. LCLE EEOP

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE

PLEASE NOTE: THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<http://ojp.gov/about/ocr/eeop.htm>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

File Name:

✂ 2023 EEOP (2).pdf

✂ 2023 EEOP.pdf

File Description:

eeop certification

13. SECTIONS:

V. LCLE FFATA

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE

If there are any changes to this questionnaire, you must notify LCLE in writing.

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

AND

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
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13. SECTIONS:

W. LCLE Non Profit

PRIVATE NON-PROFIT AGENCY CHECKLIST

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact www.la.state.la.us.

A response to this question is optional and no answer was provided.

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

13. SECTIONS:

X. VOCA Certified Assurances_Revised January 2023

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime (VOCA)

Crime Victims Assistance Formula Grant Program

Louisiana Commission on Law Enforcement

Certified Assurances

Revised 1/5/2023

1.

Abbreviations:

C.F.R.:	Code of Federal Regulations	OMB:	Office of Management and Budget
EEOP:	Equal Employment Opportunity Plans	OVC:	Office for Victims of Crime
FAPIS:	Federal Designated Integrity and Performance System	OVW:	Office on Violence Against Women
FFATA:	Federal Funding Accountability Transparency Act	PL:	Public Law
GPRA:	Government Performance and Results Act	RS:	Louisiana Revised Statute
LCLE:	Louisiana Commission on Law Enforcement	SAA:	State Administering Agency
OCFO:	Office of Chief Financial Officer	SAM:	System for Award Management
OCR:	Office for Civil Rights	U.S.C.:	United States Code
OIG:	Office of the Inspector General	USDOJ:	United States Department of Justice
OJP:	Office of Justice Programs	VOCA:	Victims of Crime Act

1. **All Subgrants Must Have Specific Federal Authorization**

13. SECTIONS:

The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subgrant award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Application Correction Period

Once the Commission has approved a jurisdiction's application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.

Failure to comply with application requirements will cause the jurisdiction to be designated "high risk". High risk jurisdictions will be subject to additional requirements established by LCLE.

4. Association of Community Organizations for Reform Now (ACORN)

The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

5. Audit Contracts

The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.

6. Audit Requirements

13. SECTIONS:

The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

7. **Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

8. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. **Compliance with DOJ Grants Financial Guide**

The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide"), available at <https://ojp.gov/funding/financialguidedojo/overview> including any updated version that

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may be posted during the period of performance.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse>), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain "education programs".

13. Compliance with General Appropriations–Law Restrictions on the use of Federal Funds (FY 2022)

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. Compliance with Policy

The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Victim Services Advisory Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20110(e), the Victims of Crime Act Victim Assistance Program Final Rule (28 C.F.R. Part 94) (and the applicable program guidelines and regulations), as required and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

15. Compliance with Other Statutory Requirements

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The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 C.F.R. Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23 Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 C.F.R. Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61 Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 C.F.R. § 175.15(b).

16. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).

17. Computer Network

The applicant understands and agrees that:

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;
- (b) Nothing in subsection; and
- (c) Limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

18. Confidentiality Requirements

The applicant agrees to comply with all confidentiality requirements of 42 U.S.C. Section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

19. Crime Reporting

The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.

20. Crime Victims Reparations Program

The applicant certifies that it will be responsible for providing assistance to victims in regard to services available through the Crime Victims Reparations Program as appropriate.

21. Criminal Records System/Data Reports

The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in

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the time and manner specified by the Bureau.

22. **Demographic Data**

The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

23. **Determination of Suitability to Interact with Participating Minors**

SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

24. **Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –

a. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);
4. Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

25. **Dual Compensation**

The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.

26. **EEOP Requirements**

If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit an online Certification Form to the Office for Civil Rights (OCR) through the EEO Reporter Tool, which is available online at <https://ojp.gov/about/ocr/eeop.htm>.

If your organization is a government agency or private business, has received an award of \$25,000 or more and has fifty or more employees, then it has to prepare and submit an Equal Employment Opportunity Plan (EEOP) and a completed Certification Form electronically to the Office for Civil Rights (OCR) through the EEO Reporter Tool available online at <https://ojp.gov/about/ocr/eeop.htm>.

27. **Effect of Failure to Address Audit Issues**

The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. **Eligibility for Funding**

The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

29. **Employment Eligibility Verification for Hiring Under the Award**

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all

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employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

A. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

B. Allowable costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

C. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

30. **Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), applicants agree to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR

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selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

32. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

President Obama signed the Violence Against Women Reauthorization Act of 2013 in March 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

33. Equipment Inventory Control

The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.

34. Equipment and Other Capital Expenditures

The applicant certifies that:

- a. No other equipment owned by the applicant is available for the project;
- b. Subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant;
- c. If equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected;
- d. The amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant;
- e. Funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds; and
- f. Inventory Report must be updated through Egrants to include items billed in each fiscal report.

35. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The applicant agrees to comply with applicable requirements \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>. (Award Condition: Reporting applicant and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to –

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1. An award of less than \$25,000, or
2. An award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

36. **Financial/Administrative Requirements**

The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance with Policy above.

37. **Fiscal Regulations**

The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.

38. **Flood Disaster Protections Act of 1973**

The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.

39. **Forensic Medical Exams**

The applicant assures that grant funds will not be used to pay for the cost of the forensic medical examination or any additional procedure for victims of sexual assault. No State, Indian tribal government, or territorial government may require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

40. **Future Support**

The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects' evidence-based performances and risk assessments.

41. **Hatch Act**

The applicant, if a governmental entity, assures it will comply with requirements of 5 U.S.C. § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

42. **High-Risk Issues and Requirements**

The applicant agrees to comply with any additional requirements that may be imposed by LCLE during the period of performance for this award, if the applicant is designated as "high risk" for purposes of the LCLE 403-risk subgrant agency list.

43. **Immigration and Naturalization Services Employment Eligibility Verification**

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The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

44. **Indirect Cost Rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

45. **Louisiana Victim Information Notification Everyday (LA VINE) System**

The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Victim Information Notification Everyday (LAVINS) System as appropriate. Website address is: <https://vinelink.vineapps.com/search/LA>

46. **Mandatory Reporting**

The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.

47. **Match**

The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.

48. **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the subgrant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

49. **Modifications**

The applicant certifies that all major project changes must have prior written approval from LCLE to include:

- a) Changes of scope in project activities, designs, or research plans set forth in the approved application;
- b) Changes in the project director or key professional personnel identified in the approved application;
- c) Changes in the subgrant period; and
- d) Changes in the approved budget.

Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days of prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this

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deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten percent (10%) of the total category cost estimate.

50. **National Historic Preservation**

The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

51. **New Program Resources**

The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.

52. **Non-Discrimination**

No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974, as amended, 34 U.S.C. § 11182(b); the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Department of Justice Non-Discrimination Regulation at 28 C.F.R. Part 42, Subparts C, D, G, and I; 28 C.F.R. Part 35; and 28 C.F.R. Part 54.

53. **Non-Profit Organizations**

The applicant agrees to make their financial statements available online (either on the applicant's, LCLE's, or another publicly available website). OVC will consider applicant's organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements. The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either:

1. A copy of the applicant's 501(c)(3) designation letter;
2. A letter from the applicant's state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; and
3. A copy of the applicant's certificate of incorporation that substantiates its non-profit status.

The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate. The nonprofit organization applicant agrees to maintain its nonprofit status in "Active and Good Standing" with the Louisiana Secretary of State's Commercial Division for the duration of the project period. The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.

54. **Obligation of Subgrant Funds**

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The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.

55. **OJP Training Guiding Principles**

Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <https://ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.htm>

56. **Partnerships with Faith-Based and Other Neighborhood Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires LCLE to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits LCLE from making awards or grant administration decisions on the basis of an organizations' religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they must hold them separately from the program funded by the DOJ, and applicants cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR website at <https://ojp.gov/about/ocr/partnerships.htm>.

LCLE, faith-based, and other neighborhood organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); and the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13). Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids applicants from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

57. **Patents**

The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

58. **Peace Officers**

The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.

59. **Performance Reports on the OVC Performance Metrics System**

The applicant agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required

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by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

60. Personnel

The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.

61. Personnel – Activities

The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

62. Personnel – Background Checks and Fingerprinting

The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.

63. Personnel – Overtime

The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee's regular, hourly rate of pay.

64. Personnel – Off Duty

The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.

65. Press Releases

The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

66. Procurement: Competitive Contract Services and Equipment Purchases

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of

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RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

67. Procurement: Domestic Preference

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

68. Procurement: Unreasonable Restrictions on Competition

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.
3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of Construction:
 - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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- B. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

69. **Program Income**

The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit.

The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period.

The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.

70. **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that applicants have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

71. **Public Availability of Information**

The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.

72. **Publication**

Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:

- a. Inclusion of the statement, "*The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.*";
- b. An acknowledgment of support shall be made through use of the following, or comparable, footnote: "*This project was supported by Subgrant Number _____ awarded by the Louisiana Commission on Law Enforcement through the Office for*

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Victims of Crime, Office of Justice Programs.”; and

- c. Submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.

73. **Recording and Documentation of Receipts and Expenditures**

The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

74. **Record Retention and Access**

The applicant certifies that all required records pertinent to the award must be retained – typically for a period of three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which to applicant must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

75. **Relocation Assistance**

The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

76. **Rent**

The applicant certifies that:

- a. When rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination;
- b. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;
- c. Rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;
- d. Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and
- e. Cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
- f. A copy of the current rental or lease agreement must be submitted to LCLE at time of application when rental or lease charges are requested in the application.

77. **Reporting Potential Fraud, Waste, and Abuse, and Similar Conduct (False Claims Act)**

The applicant must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal,

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employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

1. Submitted a claim that violates the False Claims Act; or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

1. Mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
2. The DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

78. Reporting Requirements

The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly and final fiscal reports, quarterly and final program reports, quarterly program income reports, and annual performance reports. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.

79. Requirement for Data on Performance and Effectiveness under the Award

The applicant must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

80. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)

The applicant must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of applicants or individuals defined (for purposes of this condition) as "employees" of any applicant agency. The details of the applicant's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by applicants related to trafficking in persons (including reporting requirements and LCLE authority to terminate award), and are incorporated by reference here.)

81. Requirements Related to System for Award Management and Universal Identifier Requirements

The applicant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The applicant also must comply with applicable restrictions on details of the applicant's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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The applicant must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it—

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the LCLE Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

83. Requirement to Report Potentially Duplicative Funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

84. Restrictions on Lobbying

In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.

85. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No applicant under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the applicant –
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

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contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
 - 1. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 - 1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

86. **Right to Examine All Records, Books, Paper or Documents Related to the VOCA Subgrant**

The applicant must authorize the LCLE, the Office for Victims of Crime (OVC), and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

87. **Seatbelts**

The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.

88. **Software Development**

The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.

89. **Special Conditions**

The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in

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accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

90. **Specific Post-Award Approval Required to use a Noncompetitive Approach in any Procurement Contract that would exceed \$250,000**

The applicant must comply with all applicable requirements to obtain specific advance approval from the LCLE to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

91. **Supplanting**

The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

92. **Support of Laws**

The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

93. **Termination of Funding**

The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

94. **Third-Party Participants**

The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.

95. **Travel**

The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See

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website: <https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>

96. Use of Federal Funds

The applicant certifies that grant funds may be used only for the purposes in the approved application and it shall not undertake any work or activities that are not described in this application, and that use staff, equipment, or other goods or services paid for with OVC grant funds, without prior written approval from the VOCA Program Manager and OVC.

97. Unallowable Costs

The applicant certifies that subgrant funds will not be expended for:

- a. Items not part of the approved budget or separately approved by LCLE;
- b. The purchase of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement;
- c. Entertainment, amusements, or social activities, and incidental costs related thereto;
- d. Bonuses or commissions;
- e. Purchase of automobiles or other automotive vehicles unless approved by the federal oversight agency;
- f. Political purposes or activities;
- g. Compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee;
- h. Military-type equipment;
- i. Direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; and
- j. Dues to organizations or federations.

98. Unique Entity Identifier (UEI) and System for Award Management (SAM)

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/explore/sam> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.) All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at www.sam.gov.

99. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Act of 1964 (June 2013), available at:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction_advisory.pdf.

Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment

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discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOP).

100. **Utilization and Payment of Funds**

The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.

101. **VOCA Requirements**

The applicant assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the applicant certifies that funds under this award will:

- a. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- b. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

102. **Volunteers**

The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.

103. **Website**

The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: "The Web site is funded [insert "in part", if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

CRIMINAL PENALTIES1. **42 U.S.C. Section 3795 Misuse of Federal Assistance.**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract ^{or} other form of assistance pursuant to this chapter,

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whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets, or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. **42 U.S.C. Section 3795a Falsifications or Concealment of Facts.**

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.

3. **42 U.S.C. Section 3795b Conspiracy to Commit Offense Against United States.**

Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.

2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.

Yes

13. SECTIONS:

Y. LCLE Certification of Compliance

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

File Name:

✂ VOCAL 7369 Certificate of Compliance.pdf

File Description:

Certificate of Compliance

13. SECTIONS:

Z. VOCA Match Waiver Request

VOCA MATCH WAIVER REQUEST

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

Advocates and sub-grant agencies are doing the administrative reporting, report, tracking sheets, and monthly meetings during business hours.

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

N/A

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

N/A

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

TPCG has budgeted the match funding to be able to do the following: monthly advocate meetings, pulling and reviewing reports for victims, completing data tracking sheets and completing grant requirements on reporting. The SANE advocates matched are budgeted within The Haven's budget for monthly advocate meetings, pulling and reviewing reports for victims, meeting with victims and completing data tracking sheets

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

Same as above

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A

13. SECTIONS:

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

13. SECTIONS:

AA. VOCA Subgrant Award Report

**Crime Victim Assistance Formula Grant Program
Victims of Crime Act (VOCA)
Subgrant Award Report (SAR)**

The information requested below is necessary for assisting LCLE Staff complete an online OJP PMP Performance Measurements Tool (PMT) Subgrantee Record for this VOCA Project.

1. Subgrantee Agency Information

1.1. Agency Name

(Please - no abbreviations, no acronyms. Enter name same as registered in the LCLE Egrants system.)

Terrebonne Parish Consolidated Government-Houma Police Department

1.2. Agency Address

8026 Main Street, Suite 700

1.3. City, Town, or Village

Houma

1.4. State

Louisiana

1.5. Zip Code

(Enter zip code + 4. Example: 12345-1234)

70360-2768

2. Subgrantee Agency Point of Contact (POC)

(Note that this information is for online PMT system access.)

2.1. POC Name:

David Wagner

2.2. POC Work Email Address:

dwagner@tpcg.org

2.3. POC Work Phone Number:

9858736340

3. Subgrantee Organization Type

13. SECTIONS:

3.1. Government Agencies Only

Law Enforcement

3.1.1. Name Other Government Agency

3.2. Nonprofit Organization Only

A response to this question is optional and no answers were selected.

3.2.1. Name other nonprofit agency.

3.3. Federally Recognized Tribal Governments, Agencies, and Organizations

Law Enforcement

3.3.1. Name Other Federally Recognized Tribal Agency

3.4. Campus Organizations Only

A response to this question is optional and no answers were selected.

3.4.1. Name Other Campus Organization

4. VOCA Crime Victim Assistance Funds Awarded:

4.1. Federal Award Amount

118,439

4.2. Start Date

1/1/2024

4.3. End Date

9/30/2024

5. Purpose of the VOCA Subaward

5.1. Purpose of the VOCA Subaward:

Continue a VOCA-funded victim project funded in a previous year

6. Priority and Underserved Requirements

(Report a breakdown of your Federal Subgrant Amount will be dedicated to each category.)

Please Note: The amount reported in each category listed below must equal the total Federal award total.

13. SECTIONS:

6.1. Child Abuse

(How much of the federal award will be dedicated for this purpose?)

14,213

How much of the funds reported in 6.1 will be dedicated to the two (2) selections below?

6.1.1. Child Physical Abuse / Neglect

0

6.1.2. Child Sexual Abuse

14,213

6.1.3. Total of 6.1.1 and 6.1.2 must equal total in 6.1.

14,213

6.2. Domestic and Family Violence

(How much of the federal award will be dedicated for this purpose?)

0

6.3. Sexual Assault

(How much of the federal award will be dedicated for this purpose?)

61,588

How much of the funds reported in 6.3 will be dedicated to the two (2) selections below?

6.3.1. Child Sexual Assault:

5,000

6.3.2. Adult Sexual Assault:

56,588

6.3.3. Total of 6.3.1 and 6.3.2 must equal total in 6.3.

61,588

6.4. Underserved

(How much of the federal award will be dedicated for this purpose?)

42,638

How much of the funds reported in 6.4 will be dedicated to the seven (7) selections below?

6.4.1. DUI/DWI Crashes

1,000

13. SECTIONS:

6.4.2. Assault

1,000

6.4.3. Adults Molested as Children

1,000

6.4.4. Elder Abuse

1,000

6.4.5. Robbery

5,000

6.4.6. Survivors of Homicide Victims

2,000

6.4.7. Other Violent Crimes

31,638

6.4.8. Please briefly describe types of "Other Violent Crimes".

Any and all crimes not labeled above.

6.4.9. Other Non-Violent Crimes

0

6.4.10. Please briefly describe types of "Other Non-Violent Crimes".

N/A

6.4.11. Please briefly explain how your agency defines "underserved" if other than what is listed above.

Many victims of crime are underserved or unserved, often because of language barriers, economic limitations, disabilities, or location. Advocates, criminal justice professionals, mental health providers, allied professionals, and others confront unique challenges in ensuring that all victims have access to comprehensive and effective services.

6.4.12. Total of 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7, and 6.4.9 must equal total in 6.4.

42,638

6.5. Total of Priority and Underserved Requirements

(This total must equal the federal amount awarded for this project as reported in 4.1.)

118,439

7. Service Area(s):

(List all the parishes in which your agency provides services to victims of crime.)

Terrebonne Parish, Lafourche, Assumption Parish, St John Parish, St. Charles Parish, St. James Parish, sometimes St Mary.

13. SECTIONS:

8. Subgrant Match (Financial Support from Other Sources)

8.1. Value of In-Kind Match:

0

8.2. Cash Match:

22,110

8.3. Total Match:

22,110

9. Use of VOCA and Match Funds

9.1. Information and Referral

Information about the criminal justice process

Information about victim rights, how to obtain notifications, etc.

Referral to other victim service programs

Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

9.2. Personal Advocacy / Accompaniment

Victim advocacy / accompaniment to emergency medical care

Victim advocacy / accompaniment to medical forensic exam

Child and/or dependent care assistance (includes coordination of services)

Interpreter services

9.3. Emotional Support or Safety Services

Crisis intervention (in-person, includes safety planning, etc.)

Hotline / crisis line counseling

On-scene crisis response (e.g., community crisis response)

Individual counseling

Support groups (facilitated or peer)

Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

13. SECTIONS:

9.4. Shelter / Housing Services

Emergency shelter or safe house

Relocation assistance (includes assistance with obtaining housing)

9.5. Criminal / Civil Justice System Assistance

Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

Victim impact statement assistance

Law enforcement interview advocacy / accompaniment

9.6. Assistance in Filing Compensation Claims

Assists potential recipients in seeking crime victim compensation benefits

10. Types of Victimitizations (REQUIRED)

Check the types of victimization that best describe the victims this project will serve.

The "Other" category refers to a type of victimization that is not associated with any of the types provided in the list below. If you choose "Other" you must provide an explanation for the type of victimization for which you are identifying.

13. SECTIONS:

10.1. Types of Victimitizations

Adult Physical Assault (includes Aggravated and Simple Assault)

Adult Sexual Assault

Adults Sexually Abused / Assaulted as Children

Arson

Bullying (Verbal, Cyber, or Physical)

Burglary

Child Physical Abuse or Neglect

Child Pornography

Child Sexual Abuse / Assault

Elder Abuse or Neglect

Hate Crime: Racial / Religious / Gender / Sexual Orientation / Other (Explanation Required in 10.1.1 Below)

Human Trafficking: Sex

Identity Theft / Fraud / Financial Crime

Robbery

Stalking / Harassment

Survivors of Homicide Victims

Teen Dating Victimization

10.1.1. If you checked "Other" provide an explanation of the type of victimization.

11. Budget and Staffing

11.1. Total budget for all victimization programs/services for this agency subgrant:

(This figure should be the total of the FEDERAL amount and the MATCH amount.)

148,049

11.2. Annual funding amounts allocated to all the budget for victimization.

(The amounts below should equal 11.1)

11.2.1. Subaward Amount:

118,439

13. SECTIONS:

11.2.2. OTHER STATE/TERRITORY:

0

11.2.3. Other Local:

29,610

11.2.4. Other Federal:

0

11.2.5. Other Non-Federal:

0

11.3. Paid Staff

11.3.1. Total number of paid staff for all subgrantee victimization program and/or services. This total would include salaried staff (FT, PT, and OT) and consultants.

4

11.3.2. Number of staff hours (salaried staff and consultants) funded through this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

19

11.4. Volunteers

11.4.1. Number of volunteer staff supporting the work of this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

0

11.4.2. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services.

0

14. PERFORMANCE INDICATORS:

1. Established by LCLE

2. Established by Subgrantee

15. LACLE's Standard Subgrant Conditions:

LACLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LACLE with your application. The current version of LACLE's Standard Subgrant Conditions is available at www.lacle.la.gov <<http://www.lacle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LACLE's offices at (225) 342-1968.

16. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: LCLE Budget - Personnel & Volunteers**File Name**

APSO overtime policy procedure.pdf
 HPD-1_Overtime Policy PDF (1).pdf
 Job Description for the Victim Assistance Advocate
 (1).pdf

File Description

HPD Overtime Policy
 Job description for the Victim Assistance Advocate

Section: LCLE Budget - Consultant**File Name**

APSO 7369.pdf
 MOU 7369.pdf
 The Haven #7369.pdf

File Description

APSO Contract
 MOU 7369.pdf
 The Haven Contract

Section: VOCA Demographics**File Name**

EntityInformation-20220725-123506.pdf
 EntityInformation_20231002-090758.pdf
 HOUMA POLICE DEPARTMENT HIERARCHY
 (2).pdf

File Description

Sam expiration date
 EntityInformation_20231002-090758.pdf
 Houma Police Department Hierarchy

Section: VOCA Evaluation**File Name**

SURVEY_2019_1_15_19_15_5_77135 (3).pdf
 VOCAL grant trip sheet.xlsx
 VOCAL TRACKING SHEET.xls

File Description

Survey
 VOCAL grant trip sheet
 VOCAL grant tracking sheet

Section: LCLE Collaboration/Consultation**File Name**

APSO 7369.pdf
 Coroner Designation[223538].pdf
 MOU 7369.pdf
 The Haven #7369.pdf

File Description

APSO 7369
 Coroner Designation[223538].pdf
 MOU 7369.pdf
 The Haven 7369

Section: LCLE Civil Rights**File Name**

Certificate of Civil Rights Training (1).pdf
 Grievance Policy.pdf

File Description

Certificate of Civil Rights Training
 Grievance Policy

Section: LCLE EEOP**File Name**

2023 EEOP (2).pdf
 2023 EEOP.pdf

File Description

eeop certification

Section: LCLE Certification of Compliance

File Name

VOCAL 7369 Certificate of Compliance.pdf

File Description

Certificate of Compliance



Monday, March 25, 2024

Item Title:

LCLE-FY 2022 VOCA - Victim of Crime Act - Victims Assistance FY 2023-2024

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
Signed Executive Summary.pdf	3/20/2024	Cover Memo
2022 VOCA for 2024 Resolution .docx	3/20/2024	Cover Memo
ApplicationContractReport_2024-03-17_203131.pdf	3/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

LCLE-FY 2022 VOCA - Victim of Crime Act - Victims Assistance FY 2023-2024

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use VOCA funds to support the Houma Police Department. Funds will be used to facilitate a SANE Coordinator who provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with people/departments to ensure the program runs smoothly.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

LCLE FY 2022 VOCA Victim of Crime Act-Victims Assistance - FY 2023-2024 funds will assist Government's support to the city of Houma policing victims' efforts, as well as ensure the sustenance of essential services towards victims with region 11 SANE Program.

TOTAL EXPENDITURE

\$94,916

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Chief Travis A. #20

Signature

3/20/24

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to apply for an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2022 Victim of Crime Act-Victims Assistance funding in the amount of Ninety-four thousand, nine hundred and sixteen dollars (\$94,916.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2023-2024 Victim of Crime Act Fund will be used to facilitate a SANE Coordinator who provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with people/departments to ensure the program runs smoothly and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant upon awarded amount from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

**LOUISIANA COMMISSION ON LAW
ENFORCEMENT**

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
10/26/2023	12/18/2023	2022-VA-01 7767

1. Type of Funds for which you are applying	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
5. Financial Officer	Name: Mrs. Sarah C LeCompte		Title:
	Agency:		
	Street Address Line 1: P.O. Box 2768		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
7. Brief Summary of Project (Do Not Exceed Space Provided)	Short Title (May not exceed 50 characters) Region 11 SANE Coordinator Project 8		
	The SANE Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with persons/departments to ensure the program runs smoothly		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	94,916.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	94,916.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	75,933.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	18,983.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	94,916.00	100%

10. Project Start Date: 10/1/2023

Project End Date: 9/30/2024

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department

NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS

A. AGENCY BUDGETS

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	94,916.00	94,916.00
Total:	94,916.00	94,916.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	0.00	0.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	94,916.00	94,916.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	94,916.00	94,916.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	75,933.00	75,933.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	18,983.00	18,983.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	94,916.00	94,916.00

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1

CONSULTANTS - CONSULTANT

Justification: The funding will be used to pay for SANE nurses over the during of the grant to cover over six parishes to be able to provide a direct service to survivors within six parishes.

COST

Name / Position: The Haven

Service Provided: SANE Nurse Coordinator for Region 11

Cost per	Duration	
35.00 per Hour	x 2711.88571 Hour(s)	94,916.00

Consultants - Consultant - Year 1 Total: 94,916.00

YEAR 1 TOTAL: 94,916.00

13. SECTIONS:

A. LCLE Budget Summary With Cash & InKind Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Consultants	94,916	75,933	18,983	0	94,916
Total: Σ		94,916	75,933	18,983	0	94,916

13. SECTIONS:**B. LCLE Budget - Personnel & Volunteers****PERSONNEL & VOLUNTEERS BUDGET JUSTIFICATION****PERSONNEL**

1. Are personnel costs budgeted in this application?

No

2. Explain the basis of determining the salary for each position. (NOTE: Overtime rate cannot exceed 1-1/2 times the regular hourly rate.)

Within this grant there are no salaries. The hourly rate is allocated towards our regional nurses which would provide a direct service for survivors within the region. At this time our region has six nurses which can respond to our parishes.

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases must be factored into the personnel budget.

4. Are any employees working overtime on this project?

No

4.1. Explain the need for overtime.

N/A

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

N/A

4.1.2. Is your agency's overtime policy attached?

No

5. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

7. Explain the need for each position.

SANE Region 11 has never had a SANE Program or SANE Nurse Coordinator to be able to provide services for victims within our area. The last three years, we have been improving services for victims by getting approved SANE nurses, but we are unable to fund a SANE Nurse Coordinator without the help from the state to report details and issues to the state SANE Nurse Coordinator.

13. SECTIONS:**8.** Explain the project duties for each position.

The SANE Nurse Coordinator will have a continuous dialogue with our SANE nurses, which are doing FME kits, and the local coroners within each parish that we are working with Region 11. The SANE Nure Coordinator will work with The Haven which is our local social service agency for victims. The SANE Nurse Coordinator will also work with our local Regional Director, who will be working with our local law enforcement and DA's offices within Region 11 to continue to improve services for victims. Our program will have a complete wraparound of services for the victims within their own parishes.

9. Are job descriptions for each position attached?

No

10. Are resumes for each position attached?

No

10.1. If no, explain why.

The resume for the individual has not been attached due to not having funding to hire a SANE Nurse Coordinator for Region 11.

NOTE: Individual resumes for Law Enforcement Officers are not required.

11. Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency, but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

This will be a new person due to never having a program such as this within our 7 parishes which is now called SANE Region 11.

VOLUNTEERS**12.** Are volunteers used in this project?

No

13. Is this a VOCA-funded project?

Yes

13.1. If yes, but volunteers are not used, a request for a waiver requesting an exemption to VOCA's requirement of utilizing volunteers is required. Are you requesting a waiver? If so, explain the need for an exemption of using volunteers?

Due to confidentiality of victims that want to remain as a Jane or Jane Does but do want to have a report with the Haven and do a SANE kit.

14. Are the volunteers used as in-kind match?

No

15. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

No

13. SECTIONS:

16. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

No

17. Briefly describe the duties and functions of the volunteers, indicate the number of hours per duty-function for this project. Duties must directly relate to the focus of this project.

N/A

18. Are job descriptions for volunteers attached?

No

19. Are sign-in/sign-out sheets records maintained that shows the volunteer's name, hours worked, and service provided?

No

13. SECTIONS:

C. LCLE Budget - Employee Benefits

EMPLOYEE BENEFITS JUSTIFICATION

1. Are personnel costs budgeted in this application?

No

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

13. SECTIONS:

D. VOCA Budget Travel

TRAVEL

NOTES: Mileage is *unallowable* in agency-owned vehicles.

Charges cannot exceed established agency travel rates,

but in no case can travel expenses exceed the current Louisiana Travel Guidelines.

Out-of-state travel, Conference, and Seminars *must* receive *prior* approval from LCLE.

1. Are travel costs budgeted in this application?

No

2. Local Travel

2.1. Are travel cost budgeted for local travel?

No

2.1.1. If yes, state who will be traveling and the purpose for the local travel.

N/A

2.2. Does each person traveling keep a travel / mileage log book?

(This travel / mileage log book can be kept in the agency's office.)

No

3. Non-Local and / or Out-of-State Travel

3.1. Are travel costs budgeted for non-local and / or out-of-state travel?

No

3.1.1. If yes, state who will be traveling and the purpose of the non-local and / or out-of-state travel

(Do not include conference and seminar information in this section).

N/A

4. Conferences and Seminars

4.1. Are travel cost budgeted for Conferences and Seminars?

No

4.1.1. If yes, state who will be traveling and the name of the Conference and Seminar.

N/A

13. SECTIONS:

4.2. Is the Conference or Seminar brochure attached to this section?

Note: If you do not have the brochure for the conference or seminar at the time of the application, a Special Condition will be added.

No

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal agency travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

N/A

13. SECTIONS:

E. LCLE Budget - Equipment

EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

1.2. Explain the procurement procedures.

1.3. Explain the equipment's relationship to this project.

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

Yes

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

NOTE: Sole Source request must be attached to this application.

13. SECTIONS:

F. LCLE Budget - Supplies & Operating Expenses

SUPPLIES & OPERATING EXPENSES JUSTIFICATION

SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

1.2. Explain the relationship of the office supplies to this project.

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

2.2. Explain the relationship of the supplies to this project.

OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

3.2. Explain the relationship of the operating costs to this project.

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

A response to this question is optional and no answer was provided.

4.2.1. Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

13. SECTIONS:

4.3. If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

A response to this question is optional and no answer was provided.

4.3.1. If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

5. Are audit costs budgeted in this application?

No

5.1. If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

A response to this question is optional and no answer was provided.

5.2. If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

6. Are monthly rent or lease payments budgeted for this project?

No

6.1. If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

13. SECTIONS:**G. LCLE Budget - Consultant****CONSULTANTS JUSTIFICATION**

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the **attached LCLE approved contract template**.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

1. Are consultants costs budgeted in this application?

Yes

2. Explain the purpose of each consultant or other contractual services requested.

The consultant will be the SANE Nurse Coordinator for Region 11 which will be through The Haven to be able to keep a bias opinion and be able to keep the identity of victims who want to be a Jane and John Doe confidential. In consideration of the services described above, TPCG/HPD agrees to pay to Contractor an hourly rate of \$35.00 an hour at a maximum fee of \$75,933.00.

3. Explain why each service requested is necessary and cost effective for this project.

Region 11 has never had a SANE Nurse Coordinator of which that individual will be covering over a seven parish area and working with all law enforcement, DA's offices, hospitals and coroner's offices to be able to provide a service to victims that has never been done before. While making sure that the SANE nurses are doing their job and receiving the proper continuous training as a SANE should have annually.

4. Explain the procurement procedures and basis for determining rate of pay.

After receiving the grant funding and visiting other SANE nurses Coordinators within the State, an improved rate may be determined or the \$35 an hourly rate may stay the same.

5. Is this request for sole source?

No

5.1. If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

NOTE: You must attach the sole source request to this application.

LCLE BUDGET - CONSULTANT related attachments:

File Name:

✂ MOU.pdf

✂ Updated SANE MOU- 7767.pdf

File Description:

SANE MOU 7767

Updated SANE MOU 7767

13. SECTIONS:

H. VOCA Reports

1. VOCA Reports

1.1. Fiscal Reports

- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter;
or
- Monthly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the reporting month.

1.2. Egrants Program Reports

- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter.

1.3. Performance Measurement Tool (PMT) Reports

- Quarterly PMT Reports are due online to Office of Victims of Crime by the 15th of the month following the end of the quarter.
- The website address for the PMT Report is: <https://ojpssso.ojp.gov/>
- If you experience difficulties in accessing or completing your PMT Report, please contact the LCLE VOCA Program Manager.

If the applicant is late submitting any of the reports listed above, all fiscal reimbursements requested by the agency will be withheld until the next quarterly reporting period.

2. Reporting Requirements

The applicant understands and agrees that after receipt of a VOCA award, the applicant must consent to the reporting requirements listed above.

13. SECTIONS:**I. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

Document the need, not the symptoms or solutions. Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

Region 11, which consist of six parishes within the river and bayou areas of southeast center of the state of Louisiana, has a need because before our program there has been no SANE Nurse Coordinator and no data system that can provide accurate data of the total number of victims that is in need of victim services. The relationship between a medical director, coroner's office and a Sexual Assault Nurse Examiner (SANE) program coordinator is like no other relationship. There may be times of camaraderie and times of discord; how those highs and lows are weathered can increase the strength of the bond or cause it to crumble. Striking a congenial and effective balance between forensic nursing practitioners and medical directors is possible with thoughtful cultivation. Victims are the beneficiaries of SANE programs, and their care is enhanced by a productive relationship with medical directors and SANE Programs. We talk about collaboration when referring to Sexual Assault Response Teams (SARTs), community partners and other agencies to oversee that a victim receives the best care and services.

In 2014 the UCR systems reports that only a few law enforcement agencies within our parishes has reported their agencies UCR stats. Those agencies that had reported, report 52 rape cases and unknown other sexual assaults. The need is to be able to provide victims services to all victims while collecting more data within our areas. When checking with all Law Enforcement agencies, DA's Office and the Coroner's Office everyone had difference stats when addressing victims because no shared their stats with the coroner's office or contacted them.

3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.

Region 11 has never had a SANE program or a SANE nurse coordinator which left victims of rape and sexual assault within our parishes having to travel towards New Orleans or Lafayette to get a SANE Exam by a SANE Nurse, which sometimes left victims to find their own way home after being in the hospital for several hours. We also learned that some SANE nurses were doing the exams within the hospitals of which they worked but the victims were not getting the social service agencies services and follow ups. This was leaving victims to address their tragic incident on their own. Majority of all the coroners within the victim's parishes were unaware that the care and follow up of all victims were their responsibility not local law enforcement agencies, social services agencies and SANE Nurses according to the State Law. By having a SANE Nurse Coordinator in place, we will be able to communicate to all agencies while being able to provide all services to all victims within our parishes. NO victim should be left behind with having to address their tragic incident by themselves.

13. SECTIONS:

J. LCLE Goals & Objectives

GOALS

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

Develop and maintain a sustainable SANE program with the goal of providing and improving services to adult and adolescent sexual assault victims, sexual assault investigations, evidence collection, and prosecution.

OBJECTIVES

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Prepare a 12 month on call schedules to ensure the availability of forensic medical exam (FME) 24 hours a day/every day of the month coverage to a 6-parish region.

Attend Regional SART team meetings and 6 parish wide SART team meetings as scheduled.

13. SECTIONS:**K. VOCA Activities**

ACTIVITIES

Identify and describe how you will achieve each of your stated project objectives along with a time frame. Activities must correlated with the stated Goals and Objectives.

1. When will the service be provided (daily, weekly, monthly) and what are the hours of operation?

The SANE Nurse Coordinator will be able to provide services 24/7 to Region 11 which consist of six parishes.

2. How are victims referred to and enrolled in the program (Describe specific procedures.)

We have set up protocols for the local hospitals, law enforcements and an emergency hotline for victims to call as needed. These protocols are used correctly, will provide the best services for victims within their own parishes as need. Our protocols keep victims within their own parishes near family and friends who will give them support. If not, The Haven will provide all services a victim will need.

3. For what period of time are victims in the program allowed to continue to received services.

With victim wrap around services, victims can receive services as long as there is a need. Submit

4. Describe the overall project model, format, and/or curriculum that this project follows.

In Region 11, there was no format or model that we could uses within our six parishes. We are developing a new program that can be used in rural parishes by combining local resources. We have learned that some coroners office within our area still have dirt floors and do not even have a computer. Some agencies budgets are so low, they have to pull money out of their own pockets to keep their doors open. It is just unbelievable. By learning this, we learned that victims within these parishes were not receiving victim services or continuous services after receiving some help. I learned that a victim had to find their own way back home from the hospital which was three parishes over from where the victims lived. Victims were left to face all these issues by themselves. This should not happen within our state especially if funding is available. So, this is a new project that can be used in other rural areas to improve services for victims.

5. Is this an evidence-based or evidence-informed program?

Yes

5.1. Explain.

This model is an evidence-based program of which victims will be able to have services that will help them to be able to be arrest their violator(s). If he/she wants to remain a Jane or John Doe, we have educated local law enforcement and coroner's offices to understand that evidence is stored at the victim's local law enforcement agency. When the Jane or John Doe wants to come forward, their evidence will be there. This evidence has never been collected before because in the past, no victim no crime which left a lot of victims having to deal with these issues themselves.

13. SECTIONS:

L. LCLE Prior Results

PRIOR RESULTS
(For Continuation Projects Only)

1. Is this a continuation project?

Yes

2. Based on the objectives of the previous application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

In 2022, Region 11 performed 37 SANE exams within the following parishes: 2- Assumption, 6- Lafourche, 6- St. Charles, 2- St. James, 3- St. John, 18- Terrebonne.

Medical Advocacy Services provided by parish: 2- Assumption, 18- Lafourche, 11- St. Charles, 2- St. James, 4- St. John, 30- Terrebonne.

Additional Advocacy Services provided by parish: 4- Assumption, 42- Lafourche, 5- St. Charles, 4- St. James, 2- St. John, 113- Terrebonne.

Blind Reports by parish: 0- Assumption, 2- Lafourche, 5- St. Charles, 0- St. James, 1- St. John, 2- Terrebonne.

Reported by parish: 2- Assumption, 15- Lafourche, 4- St. Charles, 2- St. James, 3- St. John, 26- Terrebonne.

Arrest made by parish: 0- Assumption, 1- Lafourche, 0- St. Charles, 1- St. James, 0- St. John, 4- Terrebonne.

3. Did the project work as expected? Please explain why.

Yes, individuals who presented as a survivor of sexual assault were provided with immediate necessary services.

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

13. SECTIONS:

M. VOCA Demographics

DEMOGRAPHICS

1. Type of Organization

Law Enforcement

1.1. Enter UEI (Unique Entity Identifier) number. (Please refer to the "Help" button for clarification.)

WTBJJFPVF5K8

1.2. Enter SAM number.

5THM7

1.3. Enter SAM expiration date.

04/03/2024

2. Attachments

2.1. Is verification of SAM registration showing agency as active and current attached?

Yes

2.2. Is the agency's Organization Chart attached?

Yes

VOCA DEMOGRAPHICS related attachments:

File Name:

✂ EntityInformation_20231002-090758 (1).pdf

✂ HOUMA POLICE DEPARTMENT HIERARCHY (1) (2).pdf

File Description:

SAM Registration

Houma Police Department Organization Chart

13. SECTIONS:

N. VOCA Evaluation

EVALUATION AND DISSEMINATION OF REPORTING

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

2. Who will be responsible for completing the quarterly program reports and the quarterly/interim fiscal reports in eGrants, and the quarterly program reports in the federal OVC Performance Measurement Tools (PMT) system? Please list each person separately by name, which report he/she is responsible for completing, and his/her contact information below (i.e., phone number and email address).

ID	Name	Type of Report	Phone Number	Email Address
2.1	Captain Bobbie O'Bryan #144	eGrants Quarterly Program Report	9856376088	bobryan@tpcg.org
2.2	Sarah LeCompte	eGrants Fiscal Quarterly/Interim Report	9858736446	slecompte@tpcg.org
2.3	Captain Bobbie O'Bryan #144	OVC PMT Quarterly Program Report	9856376088	bobryan@tpcg.org

3. Who is responsible for collecting data for interim and/or quarterly fiscal reports? If more than one person is responsible for completing this process, please explain.

Captain Bobbie O’Bryan # 144 will be collecting all the data for the reporting will come from Maci Lapeyrouse (SART Coordinator), Julie Pellegrin (The Haven Director) and Cassandra Billiot SANE nurse coordinator.

4. Who is responsible for collecting data for quarterly program reports? Is this person the same person who will analyze the data? If not, and more than one person is responsible for completing this process, please explain.

Captain Bobbie O’Bryan # 144 will be collecting all the data for the reporting will come from Maci Lapeyrouse (SART Coordinator), Julie Pellegrin (The Haven Director) and Cassandra Billiot SANE nurse coordinator.

5. What type(s) of information and statistical data will be collected for each Goal and Objective?

We will be collecting the number of performed SANE exams, advocacy services, blind reports, reported to law enforcement and arrests within the six parishes.

5.1. What type(s) of form(s) or software will be used to store the collected data for this project?

See attached documents. Which this information will be placed in The Havens software called Empower Database.

5.2. Please attach a copy of the document form and/or printout(s) of databases used to collect and maintain performance data for quarterly program reporting purposes below in this section. If you wish to explain the attachment(s), please provide details below.

See attached documents.

6. How often will the data be collected?

The data will be collected during and after each individual calls in as a victim. The initial advocate will start the collection of the data.

7. How does the agency count individual clients and services provided without duplicating the totals provided in the quarterly program reports?

The Haven will be collecting all the initial data which will maintain the collective data so we do not have any duplicates. BUT an individual can be a victim twice under to different incidents.

13. SECTIONS:**8.** What procedures are used to ensure collected data and statistics are kept current?

To ensure that our collected data and statistics are kept current, we will be meeting monthly but our group has weekly discussions so our information will be always current.

9. Where is the collected data and other project information stored and is this data kept in a separate location as backup? If so, where?

The Haven will have all the initial collected data from the victims which will be stored in their database which is in a cloud base system separate from their main office.

10. Once the data is analyzed, what procedures will be used to determine if this project is a success, a failure, or in need of improvement?

Our monthly meeting with our main stakeholders for the program will continuously analyze our data so we make sure that our victims within our area has received the best care as possible. If we see there are issues, we will adjust as need.

11. The applicant agency agrees to submit quarterly program reports, fiscal reports, federal PMT program reports and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

12. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e., quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), law enforcement planning district/council, Mayor's Office, courts with jurisdiction, etc.

The project's results will be shared with our board of directors, our local parish councils, parish presidents, coroners, all law enforcement agencies, and the DA's Offices within the participating parishes.

13. Is a client evaluation form and/or sample of a survey-type form your agency uses to allow clients to complete that provides feedback on the services they receive? (*This form could be valuable in determining if the program is meeting their needs.*)

Yes

13.1. If you have not attached the client evaluation form your agency, please explain why.

All documents are attached.

14. OPTIONAL: Please provide any additional information that would explain how and why your agency documents and collects data and statistics used to properly evaluate the success and/or shortcomings of the delivery of services provided to victims and their families.

The Haven has individuals that have been victims themselves and wants the best for our local victims as we can provided. In my own opinion why is it that in the past that a suspect has to have multiple victims before they can get a conviction. By providing the DA's office as much evidence as possible on their first victim, we might be able to save the lives of multiple victims in the future.

VOCA EVALUATION related attachments:

File Name:

- ✂ Medical Advocacy Brochure 2015 (1).pdf
- ✂ Client Survey.pdf
- ✂ Crisis Call Form.pdf
- ✂ Lethality Assessment Form.pdf
- ✂ Safety Plan Worksheet.pdf

File Description:

- Medical Advocacy Brochure
- Client Survey
- Crisis Call Form
- Lethality Assessment Form
- Safety Plan Form

13. SECTIONS:

✦ Service Provision Form.pdf

Service Provision Form

✦ Sexual Assault Initial Contact Form.pdf

SA Initial Contact Form

✦ SURVEY_2019_1_15_19_15_5_77135.pdf

Houma Police Department Suvery

13. SECTIONS:

O. LCLE Continuation

CONTINUATION

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

Federal funding is needed for the success of this program because we are in a rural area.

13. SECTIONS:

P. LCLE Resources

RESOURCES

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

All hospitals, law enforcement agencies, DA's Offices, and Coroner's Offices within the seven parishes of the Bayou/River Parishes. The SANE Coordinator will be housed at 720 Verret Street in Houma. The Haven has a 1200 square foot building space with access to support staff, copiers, phones, computers and printers.

13. SECTIONS:

Q. LCLE Collaboration/Consultation

COLLABORATION/CONSULTATION

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

We have a MOU with all six coroners within the six parishes at this time which is attached. I have also attached the MOU and contract from The Haven. These items will be signed once it goes before our local parish council for approval.

2. The following support documents are attached. (Must choose one and/or both or N/A)

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

A response to this question is optional and no answers were selected.

LCLE COLLABORATION/CONSULTATION related attachments:

File Name:

- ✂ CORONER DESIGNATION HAVEN 2023.docx.pdf
- ✂ St. Charles Parish Coroner SANE Support Letter.pdf
- ✂ Terrebonne Parish Coroner SANE Support Letter.pdf
- ✂ MOU.pdf

File Description:

- Coroner Designation
- St. Charles Parish Coroner SANE Support Letter
- Terrebonne Parish Coroner SANE Support Letter
- MOU

13. SECTIONS:

R. LCLE Audit Requirements

AUDIT REQUIREMENTS

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

Yes

Please provide the following information:

1.1. Date of last audit

06/23/23

1.1.1. audit period beginning:

01/01/2022

1.1.2. audit period ending:

12/31/2022

1.2. Date of next audit

01/02/2024

1.2.1. audit period beginning:

01/01/2023

1.2.2. audit period ending:

12/31/2023

1.3. Date next audit will be forwarded to LCLE

06/01/2024

13. SECTIONS:

S. VOCA LAVNS & CVR

**LOUISIANA VICTIM INFORMATION NOTIFICATION EVERYDAY (LA VINE)
and
CRIME VICTIMS REPARATIONS (CVR)**

1. Provide the name of the individual responsible for assisting victims in regard to accessing use of the Louisiana Victim Information Notification Everyday (LA VINE) system. Please include contact information, i.e., work phone number, email address, work address, etc.

Julie Pellegrin, Executive Director at The Haven
julie@havenhelps.org

2. Does this individual also serve as the agency's Point of Contact (POC) for LA VINE?

Yes

2.1. If not, please provide contact information, i.e., work phone number, email address, work address, etc., of person who is the Point of Contact (POC).

N/A

3. Has this individual received training from LCLE to learn how victims are served by LA VINE?

Yes

3.1. If no, will the agency request an appointment to receive a training from LCLE within 30 days of the award? If not, please contact the LCLE at (225) 342-1894 or visit the LCLE website for the training information at: http://lcle.la.gov/programs/lavns_subgrantee_training.asp. The LA VINE trainings are free of charge and are scheduled to meet your agency's needs.

A response to this question is optional and no answer was provided.

4.

Does the agency have posters displayed for promoting the LA VINE System and brochures readily available to victims?

If no, please go to the LCLE website to request **free** LA VINE brochures, posters, and other LA VINE supplies at:

[LAVINE Materials Request – LCLE \(te-dev.com\)](http://lcle.la.gov/programs/lavns_subgrantee_training.asp)

Yes

5. Is the individual identified above the same individual responsible for assisting victims in regard to services available through the Crime Victims Reparations (CVR) Program?

No

5.1. If not the agency's Point of Contact (POC) for assisting victims with applying for reparations claims through the LCLE CVR Program, please provide the individual's name and contact information. (i.e., work phone, email address, work address, etc.)

N/A

13. SECTIONS:

6. Does the agency know who the CVR Claims Investigator is at the Parish Sheriff's Office?

Yes

7. Is the individual responsible for assisting victims apply for CVR assistance familiar with the basic qualification requirements of the Reparations Program, including: a) who may qualify; b) who is not eligible; c) what crimes are covered; d) the application process; e) what expenses are eligible for reimbursement; f) limits on awards; and, g) recoveries from other sources?

Yes

8. Does the agency have posters displayed for promoting CVR and brochures readily available to victims?

If no, please visit LCLE's website at <http://lcle.la.gov/programs/cvr.asp> for ordering brochures, posters, and other supplies for the CVR program.

Yes

13. SECTIONS:

T. LCLE Civil Rights

CIVIL RIGHTS

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

1. CIVIL RIGHTS CONTACT PERSON - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Captain Bobbie O'Bryan #144

1.1. Civil Rights Contact Person's Email

bobryan@tpcg.org

1.2. Civil Rights Contact Person's Telephone Number

985.637.6088

2.

TRAINING - The Office for Civil Rights online training can be obtained at <https://ojp.gov/about/ocr/assistance.htm>

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in **BLUE** by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

egrants@lcle.la.gov

or

Mail to

Egrants

Louisiana Commission on Law Enforcement

PO Box 3133

Baton Rouge, LA 70821-3133

Yes

13. SECTIONS:

3. NOTICE - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)

Program Brochures

Posters

Verbal Orientation

Website

Written Orientation / Program Manual

3.1.1. Describe Other

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Position Announcements

Posters

3.2.1. Describe Other

4. COMPLAINTS - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Written Orientation

Verbal Orientation

Other

4.1. Describer Other

Power DMS

5. RESOLUTION - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

Other

13. SECTIONS:

5.1.1. Describe Other
Power DMS

5.1.2. Describe Procedure
See Attached PDF

5.2. Delivery of Services

Other

5.2.1. Describe Other
Power DMS

5.2.2. Describe Procedure
See Attached PDF

6. LIMITED ENGLISH PROFICIENCY (LEP) - Describe steps to provide meaningful access to programs who have LEP.

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Bi-lingual staff

Interpreter services contracted as needed.

Formal language classes

Translation of written documents

6.1.2. Describe Other

7. RELIGIOUS ACTIVITIES - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

7.1. Do you conduct religious activities as part of the program?

No

13. SECTIONS:

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

SUBSTANTIAL FINDINGS OF DISCRIMINATION - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

8. TECHNICAL ASSISTANCE - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

File Name:

- ✂ Grievance Policy[140715] (1).pdf
- ✂ Certificate of Civil Rights Training (1).pdf

File Description:

- Grievance Policy
- Civil Rights Certification

13. SECTIONS:

U. LCLE EEOP

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE

PLEASE NOTE: THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

File Name:

✂ 2022 EEOP (2).pdf

✂ 2023 EEOP.pdf

File Description:

2023 EEOP Certification

2023 EEOP

13. SECTIONS:

V. LCLE FFATA

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE

If there are any changes to this questionnaire, you must notify LCLE in writing.

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

AND

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
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13. SECTIONS:**W. LCLE Non Profit****PRIVATE NON-PROFIT AGENCY CHECKLIST**

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact www.la.state.la.us.

A response to this question is optional and no answer was provided.

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

13. SECTIONS:

X. VOCA Certified Assurances_Revised January 2023

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime (VOCA)

Crime Victims Assistance Formula Grant Program

Louisiana Commission on Law Enforcement

Certified Assurances

Revised 1/5/2023

1.

Abbreviations:

C.F.R.:	Code of Federal Regulations	OMB:	Office of Management and Budget
EEOP:	Equal Employment Opportunity Plans	OVC:	Office for Victims of Crime
FAPIS:	Federal Designated Integrity and Performance System	OVW:	Office on Violence Against Women
FFATA:	Federal Funding Accountability Transparency Act	PL:	Public Law
GPRA:	Government Performance and Results Act	RS:	Louisiana Revised Statute
LCLE:	Louisiana Commission on Law Enforcement	SAA:	State Administering Agency
OCFO:	Office of Chief Financial Officer	SAM:	System for Award Management
OCR:	Office for Civil Rights	U.S.C.:	United States Code
OIG:	Office of the Inspector General	USDOJ:	United States Department of Justice
OJP:	Office of Justice Programs	VOCA:	Victims of Crime Act

1. **All Subgrants Must Have Specific Federal Authorization**

13. SECTIONS:

The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subgrant award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Application Correction Period

Once the Commission has approved a jurisdiction's application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.

Failure to comply with application requirements will cause the jurisdiction to be designated "high risk". High risk jurisdictions will be subject to additional requirements established by LCLE.

4. Association of Community Organizations for Reform Now (ACORN)

The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

5. Audit Contracts

The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.

6. Audit Requirements

13. SECTIONS:

The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

7. **Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

8. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. **Compliance with DOJ Grants Financial Guide**

The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide"), available at <https://ojp.gov/funding/financialguidedojo/overview> including any updated version that

13. SECTIONS:

may be posted during the period of performance.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse>), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain "education programs".

13. Compliance with General Appropriations–Law Restrictions on the use of Federal Funds (FY 2022)

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. Compliance with Policy

The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Victim Services Advisory Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20110(e), the Victims of Crime Act Victim Assistance Program Final Rule (28 C.F.R. Part 94) (and the applicable program guidelines and regulations), as required and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

15. Compliance with Other Statutory Requirements

13. SECTIONS:

The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 C.F.R. Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23 Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 C.F.R. Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61 Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 C.F.R. § 175.15(b).

16. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).

17. Computer Network

The applicant understands and agrees that:

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;
- (b) Nothing in subsection; and
- (c) Limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

18. Confidentiality Requirements

The applicant agrees to comply with all confidentiality requirements of 42 U.S.C. Section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

19. Crime Reporting

The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.

20. Crime Victims Reparations Program

The applicant certifies that it will be responsible for providing assistance to victims in regard to services available through the Crime Victims Reparations Program as appropriate.

21. Criminal Records System/Data Reports

The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in

13. SECTIONS:

the time and manner specified by the Bureau.

22. **Demographic Data**

The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

23. **Determination of Suitability to Interact with Participating Minors**

SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

24. **Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –

a. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);
4. Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

13. SECTIONS:

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

25. **Dual Compensation**

The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.

26. **EEOP Requirements**

If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit an online Certification Form to the Office for Civil Rights (OCR) through the EEO Reporter Tool, which is available online at <https://ojp.gov/about/ocr/eeop.htm>.

If your organization is a government agency or private business, has received an award of \$25,000 or more and has fifty or more employees, then it has to prepare and submit an Equal Employment Opportunity Plan (EEOP) and a completed Certification Form electronically to the Office for Civil Rights (OCR) through the EEO Reporter Tool available online at <https://ojp.gov/about/ocr/eeop.htm>.

27. **Effect of Failure to Address Audit Issues**

The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. **Eligibility for Funding**

The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

29. **Employment Eligibility Verification for Hiring Under the Award**

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all

13. SECTIONS:

employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

A. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

B. Allowable costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

C. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

30. **Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), applicants agree to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR

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selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

32. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

President Obama signed the Violence Against Women Reauthorization Act of 2013 in March 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

33. Equipment Inventory Control

The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.

34. Equipment and Other Capital Expenditures

The applicant certifies that:

- a. No other equipment owned by the applicant is available for the project;
- b. Subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant;
- c. If equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected;
- d. The amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant;
- e. Funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds; and
- f. Inventory Report must be updated through Egrants to include items billed in each fiscal report.

35. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The applicant agrees to comply with applicable requirements \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>. (Award Condition: Reporting applicant and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to –

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1. An award of less than \$25,000, or
2. An award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

36. Financial/Administrative Requirements

The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance with Policy above.

37. Fiscal Regulations

The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.

38. Flood Disaster Protections Act of 1973

The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.

39. Forensic Medical Exams

The applicant assures that grant funds will not be used to pay for the cost of the forensic medical examination or any additional procedure for victims of sexual assault. No State, Indian tribal government, or territorial government may require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

40. Future Support

The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects' evidence-based performances and risk assessments.

41. Hatch Act

The applicant, if a governmental entity, assures it will comply with requirements of 5 U.S.C. § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

42. High-Risk Issues and Requirements

The applicant agrees to comply with any additional requirements that may be imposed by LCLE during the period of performance for this award, if the applicant is designated as "high risk" for purposes of the LCLE 403-risk subgrant agency list.

43. Immigration and Naturalization Services Employment Eligibility Verification

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The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

44. **Indirect Cost Rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

45. **Louisiana Victim Information Notification Everyday (LA VINE) System**

The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Victim Information Notification Everyday (LAVINS) System as appropriate. Website address is: <https://vinelink.vineapps.com/search/LA>

46. **Mandatory Reporting**

The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.

47. **Match**

The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.

48. **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the subgrant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

49. **Modifications**

The applicant certifies that all major project changes must have prior written approval from LCLE to include:

- a) Changes of scope in project activities, designs, or research plans set forth in the approved application;
- b) Changes in the project director or key professional personnel identified in the approved application;
- c) Changes in the subgrant period; and
- d) Changes in the approved budget.

Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days of prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this

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deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten percent (10%) of the total category cost estimate.

50. **National Historic Preservation**

The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

51. **New Program Resources**

The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.

52. **Non-Discrimination**

No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974, as amended, 34 U.S.C. § 11182(b); the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Department of Justice Non-Discrimination Regulation at 28 C.F.R. Part 42, Subparts C, D, G, and I; 28 C.F.R. Part 35; and 28 C.F.R. Part 54.

53. **Non-Profit Organizations**

The applicant agrees to make their financial statements available online (either on the applicant's, LCLE's, or another publicly available website). OVC will consider applicant's organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements. The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either:

1. A copy of the applicant's 501(c)(3) designation letter;
2. A letter from the applicant's state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; and
3. A copy of the applicant's certificate of incorporation that substantiates its non-profit status.

The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate. The nonprofit organization applicant agrees to maintain its nonprofit status in "Active and Good Standing" with the Louisiana Secretary of State's Commercial Division for the duration of the project period. The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.

54. **Obligation of Subgrant Funds**

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The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.

55. **OJP Training Guiding Principles**

Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <https://ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.htm>

56. **Partnerships with Faith-Based and Other Neighborhood Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires LCLE to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits LCLE from making awards or grant administration decisions on the basis of an organizations' religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they must hold them separately from the program funded by the DOJ, and applicants cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR website at <https://ojp.gov/about/ocr/partnerships.htm>.

LCLE, faith-based, and other neighborhood organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); and the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13). Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids applicants from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

57. **Patents**

The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

58. **Peace Officers**

The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.

59. **Performance Reports on the OVC Performance Metrics System**

The applicant agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required

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by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

60. **Personnel**

The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.

61. **Personnel – Activities**

The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

62. **Personnel – Background Checks and Fingerprinting**

The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.

63. **Personnel – Overtime**

The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee's regular, hourly rate of pay.

64. **Personnel – Off Duty**

The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.

65. **Press Releases**

The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

66. **Procurement: Competitive Contract Services and Equipment Purchases**

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of

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RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

67. **Procurement: Domestic Preference**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

68. **Procurement: Unreasonable Restrictions on Competition**

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed]" in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.
3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of Construction:
 - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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- B. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

69. **Program Income**

The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit.

The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period.

The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.

70. **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that applicants have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

71. **Public Availability of Information**

The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.

72. **Publication**

Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:

- a. Inclusion of the statement, "*The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.*";
- b. An acknowledgment of support shall be made through use of the following, or comparable, footnote: "*This project was supported by Subgrant Number _____ awarded by the Louisiana Commission on Law Enforcement through the Office for*

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Victims of Crime, Office of Justice Programs.”; and

- c. Submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.

73. **Recording and Documentation of Receipts and Expenditures**

The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

74. **Record Retention and Access**

The applicant certifies that all required records pertinent to the award must be retained – typically for a period of three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which to applicant must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

75. **Relocation Assistance**

The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

76. **Rent**

The applicant certifies that:

- a. When rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination;
- b. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;
- c. Rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;
- d. Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and
- e. Cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
- f. A copy of the current rental or lease agreement must be submitted to LCLE at time of application when rental or lease charges are requested in the application.

77. **Reporting Potential Fraud, Waste, and Abuse, and Similar Conduct (False Claims Act)**

The applicant must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal,

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employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

1. Submitted a claim that violates the False Claims Act; or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

1. Mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
2. The DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

78. Reporting Requirements

The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly and final fiscal reports, quarterly and final program reports, quarterly program income reports, and annual performance reports. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.

79. Requirement for Data on Performance and Effectiveness under the Award

The applicant must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

80. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)

The applicant must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of applicants or individuals defined (for purposes of this condition) as "employees" of any applicant agency. The details of the applicant's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by applicants related to trafficking in persons (including reporting requirements and LCLE authority to terminate award), and are incorporated by reference here.)

81. Requirements Related to System for Award Management and Universal Identifier Requirements

The applicant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The applicant also must comply with applicable restrictions on details of the applicant's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

13. SECTIONS:**82. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)**

The applicant must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it—

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the LCLE Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

83. Requirement to Report Potentially Duplicative Funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

84. Restrictions on Lobbying

In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.

85. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No applicant under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the applicant –
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

13. SECTIONS:

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
 1. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

86. **Right to Examine All Records, Books, Paper or Documents Related to the VOCA Subgrant**

The applicant must authorize the LCLE, the Office for Victims of Crime (OVC), and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

87. **Seatbelts**

The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.

88. **Software Development**

The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.

89. **Special Conditions**

The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in

13. SECTIONS:

accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

90. **Specific Post-Award Approval Required to use a Noncompetitive Approach in any Procurement Contract that would exceed \$250,000**

The applicant must comply with all applicable requirements to obtain specific advance approval from the LCLE to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

91. **Supplanting**

The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

92. **Support of Laws**

The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

93. **Termination of Funding**

The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

94. **Third-Party Participants**

The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.

95. **Travel**

The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See

13. SECTIONS:

website: <https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>

96. Use of Federal Funds

The applicant certifies that grant funds may be used only for the purposes in the approved application and it shall not undertake any work or activities that are not described in this application, and that use staff, equipment, or other goods or services paid for with OVC grant funds, without prior written approval from the VOCA Program Manager and OVC.

97. Unallowable Costs

The applicant certifies that subgrant funds will not be expended for:

- a. Items not part of the approved budget or separately approved by LCLE;
- b. The purchase of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement;
- c. Entertainment, amusements, or social activities, and incidental costs related thereto;
- d. Bonuses or commissions;
- e. Purchase of automobiles or other automotive vehicles unless approved by the federal oversight agency;
- f. Political purposes or activities;
- g. Compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee;
- h. Military-type equipment;
- i. Direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; and
- j. Dues to organizations or federations.

98. Unique Entity Identifier (UEI) and System for Award Management (SAM)

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/explore/sam> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.) All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at www.sam.gov.

99. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Act of 1964 (June 2013), available at:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction_advisory.pdf.

Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment

13. SECTIONS:

discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOP).

100. **Utilization and Payment of Funds**

The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.

101. **VOCA Requirements**

The applicant assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the applicant certifies that funds under this award will:

- a. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- b. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

102. **Volunteers**

The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.

103. **Website**

The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: "The Web site is funded [insert "in part", if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

CRIMINAL PENALTIES1. **42 U.S.C. Section 3795 Misuse of Federal Assistance.**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract ^{or} other form of assistance pursuant to this chapter,

13. SECTIONS:

whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets, or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. **42 U.S.C. Section 3795a Falsifications or Concealment of Facts.**

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.

3. **42 U.S.C. Section 3795b Conspiracy to Commit Offense Against United States.**

Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.

2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.

Yes

13. SECTIONS:

Y. LCLE Certification of Compliance

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

File Name:

✂ Cert. of Compliance.pdf

File Description:

Certification of Compliance Form

13. SECTIONS:

Z. VOCA Match Waiver Request

VOCA MATCH WAIVER REQUEST

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

The match will be met by The Haven.

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

None

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

The Haven has match funding and in-kind sources that could be used that has nothing to do with any other federal award.

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

Our agencies has been talking about funding this project for multiple years and has an agreement with 6 of the 7 parishes within our region.

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

To continue working with all parishes within Region 11 to be able to continue funding the match money for the future of this project which will benefit all victims within all 7 parishes.

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A

13. SECTIONS:

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

13. SECTIONS:

AA. VOCA Subgrant Award Report

**Crime Victim Assistance Formula Grant Program
Victims of Crime Act (VOCA)
Subgrant Award Report (SAR)**

The information requested below is necessary for assisting LCLE Staff complete an online OJP PMP Performance Measurements Tool (PMT) Subgrantee Record for this VOCA Project.

1. Subgrantee Agency Information

1.1. Agency Name

(Please - no abbreviations, no acronyms. Enter name same as registered in the LCLE Egrants system.)

Terrebonne Parish Consolidated Government-Houma Police Department

1.2. Agency Address

8026 Main Street

1.3. City, Town, or Village

Houma

1.4. State

Louisiana

1.5. Zip Code

(Enter zip code + 4. Example: 12345-1234)

70360-2768

2. Subgrantee Agency Point of Contact (POC)

(Note that this information is for online PMT system access.)

2.1. POC Name:

Capt. Bobbie O'Bryan

2.2. POC Work Email Address:

bobryan@tpcg.org

2.3. POC Work Phone Number:

9856376088

3. Subgrantee Organization Type

13. SECTIONS:

3.1. Government Agencies Only

Law Enforcement

3.1.1. Name Other Government Agency

3.2. Nonprofit Organization Only

Other Nonprofit Organization

3.2.1. Name other nonprofit agency.

The Haven

3.3. Federally Recognized Tribal Governments, Agencies, and Organizations

A response to this question is optional and no answers were selected.

3.3.1. Name Other Federally Recognized Tribal Agency

3.4. Campus Organizations Only

A response to this question is optional and no answers were selected.

3.4.1. Name Other Campus Organization

4. VOCA Crime Victim Assistance Funds Awarded:

4.1. Federal Award Amount

75,933

4.2. Start Date

10/1/2023

4.3. End Date

9/30/2024

5. Purpose of the VOCA Subaward

5.1. Purpose of the VOCA Subaward:

Continue a VOCA-funded victim project funded in a previous year

6. Priority and Underserved Requirements

(Report a breakdown of your Federal Subgrant Amount will be dedicated to each category.)

Please Note: The amount reported in each category listed below must equal the total Federal award total.

13. SECTIONS:

6.1. Child Abuse

(How much of the federal award will be dedicated for this purpose?)

5,000

How much of the funds reported in 6.1 will be dedicated to the two (2) selections below?

6.1.1. Child Physical Abuse / Neglect

0

6.1.2. Child Sexual Abuse

5,000

6.1.3. Total of 6.1.1 and 6.1.2 must equal total in 6.1.

5,000

6.2. Domestic and Family Violence

(How much of the federal award will be dedicated for this purpose?)

0

6.3. Sexual Assault

(How much of the federal award will be dedicated for this purpose?)

75,933

How much of the funds reported in 6.3 will be dedicated to the two (2) selections below?

6.3.1. Child Sexual Assault:

5,000

6.3.2. Adult Sexual Assault:

70,933

6.3.3. Total of 6.3.1 and 6.3.2 must equal total in 6.3.

75,933

6.4. Underserved

(How much of the federal award will be dedicated for this purpose?)

1,000

How much of the funds reported in 6.4 will be dedicated to the seven (7) selections below?

6.4.1. DUI/DWI Crashes

0

13. SECTIONS:

6.4.2. Assault

0

6.4.3. Adults Molested as Children

0

6.4.4. Elder Abuse

1,000

6.4.5. Robbery

0

6.4.6. Survivors of Homicide Victims

0

6.4.7. Other Violent Crimes

0

6.4.8. Please briefly describe types of "Other Violent Crimes".

N/A

6.4.9. Other Non-Violent Crimes

0

6.4.10. Please briefly describe types of "Other Non-Violent Crimes".

N/A

6.4.11. Please briefly explain how your agency defines "underserved" if other than what is listed above.

N/A

6.4.12. Total of 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7, and 6.4.9 must equal total in 6.4.

1,000

6.5. Total of Priority and Underserved Requirements

(This total must equal the federal amount awarded for this project as reported in 4.1.)

81,933

7. Service Area(s):

(List all the parishes in which your agency provides services to victims of crime.)

Terrebonne, Lafourche, Assumption, St. Charles, St. James, St. John, and at times, St. Mary

8. Subgrant Match (Financial Support from Other Sources)

13. SECTIONS:

8.1. Value of In-Kind Match:

0

8.2. Cash Match:

18,983

8.3. Total Match:

18,983

9. Use of VOCA and Match Funds

9.1. Information and Referral

Information about the criminal justice process

Information about victim rights, how to obtain notifications, etc.

Referral to other victim service programs

Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

9.2. Personal Advocacy / Accompaniment

Victim advocacy / accompaniment to emergency medical care

Law enforcement interview advocacy / accompaniment

Transportation assistance (includes coordination of services)

9.3. Emotional Support or Safety Services

A response to this question is optional and no answers were selected.

9.4. Shelter / Housing Services

A response to this question is optional and no answers were selected.

9.5. Criminal / Civil Justice System Assistance

Law enforcement interview advocacy / accompaniment

9.6. Assistance in Filing Compensation Claims

Assists potential recipients in seeking crime victim compensation benefits

13. SECTIONS:

10. Types of Victimitizations (REQUIRED)

Check the types of victimization that best describe the victims this project will serve.

The "Other" category refers to a type of victimization that is not associated with any of the types provided in the list below. If you choose "Other" you must provide an explanation for the type of victimization for which you are identifying.

10.1. Types of Victimitizations

Adult Physical Assault (includes Aggravated and Simple Assault)

Adult Sexual Assault

Adults Sexually Abused / Assaulted as Children

Child Physical Abuse or Neglect

Child Sexual Abuse / Assault

Domestic and/or Family Violence

10.1.1. If you checked "Other" provide an explanation of the type of victimization.

11. Budget and Staffing

11.1. Total budget for all victimization programs/services for this agency subgrant:

(This figure should be the total of the FEDERAL amount and the MATCH amount.)

94,916

11.2. Annual funding amounts allocated to all the budget for victimization.

(The amounts below should equal 11.1)

11.2.1. Subaward Amount:

75,933

11.2.2. OTHER STATE/TERRITORY:

0

11.2.3. Other Local:

18,983

11.2.4. Other Federal:

0

11.2.5. Other Non-Federal:

0

13. SECTIONS:

11.3. Paid Staff

11.3.1. Total number of paid staff for all subgrantee victimization program and/or services. This total would include salaried staff (FT, PT, and OT) and consultants.

4

11.3.2. Number of staff hours (salaried staff and consultants) funded through this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

19

11.4. Volunteers

11.4.1. Number of volunteer staff supporting the work of this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

0

11.4.2. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services.

0

13. SECTIONS:**BB. LCLE Conflict of Interest****FORM FOR POTENTIAL CONFLICTS OF INTEREST**

The purpose of the conflicts of interest policy is to assist all interested parties about what constitutes a conflict of interest, identify, and disclose actual and potential conflicts, and manage conflicts of interest when necessary. All information and documentation received and in connection with the services, will be treated with strict confidentiality. Conflicts of interest are not necessarily prohibited or harmful; however, full disclosure of all actual and potential conflicts is required. Any questions regarding a confidentiality obligation and/or conflict of interest will be addressed to the LCLE.

1. Personnel and other officials connected with federally funded projects shall adhere to the following requirements:

Advice:

No official or employee of any Subgrant Agency shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, subgrant, cooperative agreement, claim, controversy, or other particular matter in which subgrant funds (including project income or other funds generated by Federally-funded activities) are used, where to their knowledge, they or their immediate family, partners, organization other than a public agency in which they are serving as an officer, director, trustee, partner, or employee, or any person or organization with whom they are negotiating has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

Any such person referred to above who acquires personal or financial interest, on or after the effective date of this subgrant, shall immediately disclose his or her interest to the agency in writing through the annual disclosure form or whenever a conflict arises. Thereafter, they shall not participate in any action affecting the work under this subgrant unless LCLE determines that, in light of the interest disclosed, their participation in any such action would not be contrary to the public interest.

Appearance:

In the use of agency project funds, officials or employees of state or local units of government and non-government subgrantees shall avoid any action that might result in, or create the appearance of:

1. Using their official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Adversely affecting the confidence of the public in the integrity of the government or the project.

2. Conflicts of Interest Policy may be enforced against individual members as described below:

1. All actual and potential conflicts of interests shall be disclosed to the LCLE through the annual disclosure form and/or whenever a conflict arises.

13. SECTIONS:

- 2. The LCLE shall make a determination as to whether a prohibited conflict exists and what subsequent action is appropriate.

- 3. Subrecipient Agency will notify the appropriate District Director(s), if applicable, and the LCLE of all conflicts and management plans.

Conflicts of Interest Acknowledgement and Disclosure

3. I have read the Conflicts of Interest Policy information provided in this section and agree to comply fully with the terms and conditions at all times. All Conflict of Interest forms completed and signed by all authorized officials, personnel and consultants connected with this subgrant project will be collected and filed with this subgrant's records. If at any time I become aware of any actual or potential conflicts of interests or if the information provided becomes inaccurate or incomplete for anyone who completed and submitted a Conflict of Interest form, I will promptly notify the appropriate District Director(s) and the LCLE.

Yes

4. The applicant agency agrees to give any official representative of the LCLE, District, or federal government entity access to and the right to examine all Conflict of Interest forms collected and filed for this subgrant project.

Yes

14. PERFORMANCE INDICATORS:

1. Established by LCLE

2. Established by Subgrantee

15. LCLE's Standard Subgrant Conditions:

LCLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LCLE with your application. The current version of LCLE's Standard Subgrant Conditions is available at www.lcle.la.gov <<http://www.lcle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LCLE's offices at (225) 342-1968.

16. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: LCLE Budget - Consultant**File Name**

MOU.pdf
Updated SANE MOU- 7767.pdf

File Description

SANE MOU 7767
Updated SANE MOU 7767

Section: VOCA Demographics**File Name**

EntityInformation_20231002-090758 (1).pdf
HOUMA POLICE DEPARTMENT HIERARCHY (1)
(2).pdf

File Description

SAM Registration
Houma Police Department Organization Chart

Section: VOCA Evaluation**File Name**

Client Survey.pdf
Crisis Call Form.pdf
Lethality Assessment Form.pdf
Medical Advocacy Brochure 2015 (1).pdf
Safety Plan Worksheet.pdf
Service Provision Form.pdf
Sexual Assault Initial Contact Form.pdf
SURVEY_2019_1_15_19_15_5_77135.pdf

File Description

Client Survey
Crisis Call Form
Lethality Assessment Form
Medical Advocacy Brochure
Safety Plan Form
Service Provision Form
SA Initial Contact Form
Houma Police Department Suvery

Section: LCLE Collaboration/Consultation**File Name**

CORONER DESIGNATION HAVEN 2023.docx.pdf
MOU.pdf
St. Charles Parish Coroner SANE Support Letter.pdf
Terrebonne Parish Coroner SANE Support Letter.pdf

File Description

Coroner Designation
MOU
St. Charles Parish Coroner SANE Support Letter
Terrebonne Parish Coroner SANE Support Letter

Section: LCLE Civil Rights**File Name**

Certificate of Civil Rights Training (1).pdf
Grievance Policy[140715] (1).pdf

File Description

Civil Rights Certification
Grievance Policy

Section: LCLE EEOP**File Name**

2022 EEOP (2).pdf
2023 EEOP.pdf

File Description

2023 EEOP Certification
2023 EEOP

Section: LCLE Certification of Compliance**File Name**

Cert. of Compliance.pdf

File Description

Certification of Compliance Form



Monday, March 25, 2024

Item Title:

Amendment No. 1 to the Agreement between Laris Insurance Agency and TPCG

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute Amendment No. 1 to the Agreement between Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) and Terrebonne Parish Consolidated Government to Act as Insurance Producer of Record

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/21/2024	Executive Summary
Resolution	3/21/2024	Resolution
Amendment No. 1	3/21/2024	Backup Material
Agreement	3/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
RESOLUTION: Authorizing the Parish President to Execute Amendment No. 1 to the Agreement between Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) and Terrebonne Parish Consolidated Government to Act as Insurance Producer of Record

PROJECT SUMMARY (200 WORDS OR LESS)
TPCG and Producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its property coverage. Producer has agreed to reduce its compensation from 7.5 percent to 6 percent.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.

TOTAL EXPENDITURE				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



 Noah J. Lirette, Chief Administrative Officer

 03/21/2024
 Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) AND TERREBONNE PARISH CONSOLIDATED GOVERNMENT TO ACT AS INSURANCE PRODUCER OF RECORD

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution provides that, “[F]or a public purpose, the state and its political subdivision or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

WHEREAS, TPCG and producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its property coverage (original agreement attached as Exhibit A); and

WHEREAS, PRODUCER has agreed to reduce its compensation from 7.5 percent to 6 percent; and

WHEREAS, Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that TPCG, through its president, Jason W. Bergeron, is hereby authorized to execute the attached amendment to its agent of record agreement with Acrisure, LLC, which reduces its compensation per insured.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2024.

CHAIRMAN

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the ____ day of _____, 2024 subsequently ratified by the assembled Council in Regular Session on the ____ day of _____, 2024 at which meeting a quorum was present.

TAMMY TRIGGS, COUNCIL CLERK

AMENDMENT NO. 1

AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN ACRISURE, LLC (REGISTERED TRADE NAME, LARIS
INSURANCE AGENCY) AND TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

This Amendment No. 1 is made and entered into on this ____ day of _____
2024 by and between:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361 , acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Ordinance No. 9526 hereinafter designated as "Owner" or "TPCG" and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan limited liability company whose mailing address for the purposes herein is P.O. Box 559, Lockport, LA 70374, represented by its duly authorized agent, Ryan G. Foley, Executive Vice President, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as "Producer"; .

I. RECITALS

WHEREAS, TPCG and producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its property coverage (original agreement attached as Exhibit A); and

WHEREAS, PRODUCER has agreed to reduce its compensation per insured; and

WHEREAS, Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.

II. AMENDMENT

Article III Section 4: COMPENSATION TO PRODUCER shall be replaced with the following:

1. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall allow the PRODUCER to retain from the insurers 6% commission on premiums paid for the initial term and any renewal terms of this agreement. PRODUCER will be allowed to collect the same commission rate on any changes, additions, endorsements or new policies written during the contract term.

[SIGNATURE BLOCK ON NEXT PAGE]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ACRISURE, LLC

BY:

Ryan G. Foley
Executive Vice President

Notary Public

THUS DONE AND SIGNED on _____ this day of _____ 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

BY :

Jason W. Bergeron., Parish President
Terrebonne Parish Consolidated Government

Notary Public

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as “Owner” or “TPCG” and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan Limited Liability Company, whose mailing address for the purposes herein is P.O. Box 559, Lockport, LA 70374, represented by its duly authorized agent, Ryan G. Foley, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as “Producer”;

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its property insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its property insurance, inland marine and flood coverage; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. **SCOPE OF SERVICES:** PRODUCER shall represent and maintain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. Represent TPCG as its Insurance Producer of Record for its property insurance as follows, inland marine and flood coverage Property Insurance Coverage
 - i. Property Insurance Coverage to cover all TPCG Buildings;
 - ii. Inland Marine Coverage to cover TPCG Lift Stations and Equipment;
 - iii. Inland Marine Coverage to cover Camera and Surveillance equipment at Downtown Marina and OEP Communication Tower;
 - iv. Marine Hull coverage to cover Dulac Falgout Canal Pontoon Bridge; and
 - v. Deductible Buy Back Insurance Policy to cover Dulac Falgout Canal Pontoon Bridge.
 - B. Represent TPCG as its Insurance Producer of Record for its Flood Coverage for the following properties:
 - i. 200 Badou Drive-Dulac Library;
 - ii. 98 Bonnie Street – Above Ground Pump Station – Bellaire Pump Station;
 - iii. 3211 Criminal Justice Complex – Men’s Jail;
 - iv. 3181 Criminal Justice Complex – Women’s Jail;
 - v. 614 Woodside, Houma, LA 70363; and
 - vi. 7617 Main Street, Houma, LA 70360 – TPCG Bus Depot.

- C. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- D. Make known to TPCG all information required by brokers, insurers, and reinsurers in order to market TPCG's insurance portfolio;
- E. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- F. Maintain effective communication with TPCG and/or their representatives;
- G. Conduct negotiations with interested insurance companies, brokers and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- H. Provide claims advocacy with the insurance carriers;
- I. Issue outgoing Certificates of Insurance as requested by TPCG;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this is not limited to the completion of applications without receiving a request or specifications from TPCG;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) and (B);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a Property Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked;
- S. Review for compliance, obtain and maintain Stafford Act Insurance obligations, and submit Stafford Act Insurance Commissioner's Certification Application for qualified disaster;
- T. Review TPCG's current property, inland marine and flood insurance and make recommendations regarding necessary changes, including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data, inclusive of optimal deductible/retention program calculations;

- U. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed and availability for frequent conversations via telephone or in person with TPCG when required;
 - V. Assist in preparation of insurance applications; and
 - W. Review of contracts and leases for risk management and insurance purposes.
2. RESPONSIBILITIES OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, properties, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insureds; and
 - D. Any other requested information necessary to effectuate coverages.
3. TERM:
- A. The term of this agreement shall begin on and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025.
 - B. TPCG has the option to renew its agreement for two (2) additional, subsequent one-year terms, subject to TPCG approval. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall allow the PRODUCER to retain from the insurers 7.5% commission on premiums paid for the initial term and any renewal terms of this agreement. This commission is the sole form of compensation allowed to PRODUCER and there shall be no additional commission and/or payments above this amount on these policies, whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year. PRODUCER will be allowed to collect the same commission rate on any changes, additions, endorsements or new policies written during the contract term.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the producer places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:

- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior notice via certified U.S. Mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. Mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if PRODUCER commits any fraudulent acts or fails to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement; and
 - I. This Agreement may terminate by its own term.
7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants; officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such 'claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that result from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to **\$5,000,000**; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i. State Act;
- ii. Employer's Liability;
- iii. Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers; and
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

C. GENERAL LIABILITY:

- i. Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii. Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Waiver of Transfer of Rights of Recovery Against Other to Us to cover written contracts in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees, and volunteers;
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish); and
- v. The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i. Coverage to be provided for any auto or all owned autos and non-owned and hired autos;

- ii. Additional insured and Waiver of Subrogation endorsements in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i. Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii. The policy shall contain no exclusionary language as respects the scope of operations to be performed for TPCG;
- iii. If the policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes,

or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021 (7) and, as such, expressly **agree** that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42: 1101 et seq., Code of Governmental

Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

- O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
 - P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
12. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. EXECUTION: This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:
Rudy Laris, Jr.
P.O. Box 559
Lockport, LA 70374

15. None of the parties hereto shall be deemed to be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

BY: _____
Ryan G Foley, Executive Vice President

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public



Monday, March 25, 2024

Item Title:

Amendment No. 1 to the Agreement between Anthony J. Alford Insurance Corporation and TPCG

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute Amendment No. 1 to the Agreement for Anthony J. Alford Insurance Corporation to Act as Insurance Producer of Record for Terrebonne Parish Consolidated Government

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/21/2024	Executive Summary
Resolution	3/21/2024	Resolution
Amendment No. 1	3/21/2024	Backup Material
Agreement	3/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
<p style="text-align: center;">RESOLUTION: Authorizing the Parish President to Execute Amendment No. 1 to the Agreement for Anthony J. Alford Insurance Corporation to Act as Insurance Producer of Record for Terrebonne Parish Consolidated Government</p>

PROJECT SUMMARY (200 WORDS OR LESS)
<p>TPCG and Producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage. Producer has agreed to reduce its compensation per insured from \$7.75 to \$5.75.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p style="text-align: center;">Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.</p>

TOTAL EXPENDITURE			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



 Noah J. Lirette, Chief Administrative Officer

 03/21/2024
 Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR ANTHONY J ALFORD INSURANCE CORPORATION TO ACT AS INSURANCE PRODUCER OF RECORD FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution provides that, “[F]or a public purpose, the state and its political subdivision or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

WHEREAS, TPCG and producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage (original agreement attached as Exhibit A); and

WHEREAS, PRODUCER has agreed to reduce its compensation per insured from seven dollars and seventy-five cents (\$7.75) to five dollars and seventy-five cents (\$5.75); and

WHEREAS, Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that TPCG, through its president, Jason W. Bergeron, is hereby authorized to execute the attached amendment to its agent of record agreement with the Anthony J. Alford Insurance Corporation, which reduces its compensation per insured.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2024.

CHAIRMAN

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the _____ day of _____, 2024 subsequently

ratified by the assembled Council in Regular Session on the ____ day of _____,
2024 at which meeting a quorum was present.

TAMMY TRIGGS, COUNCIL CLERK

AMENDMENT NO. 1

AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN ANTHONY J ALFORD INSURANCE CORPORATION
AND TERREBONNE PARISH CONSOLIDATED GOVERNMENT

This Amendment No. 1 is made and entered into on this ____ day of _____
2024 by and between:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Jason W. Bergeron, by virtue of Terrebonne Parish Council Ordinance No., hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouisi Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG and producer entered into an agreement, passed by Council on October 11, 2023, to make Producer its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage (original agreement attached as Exhibit A); and

WHEREAS, PRODUCER has agreed to reduce its compensation per insured; and

WHEREAS, Parties have agreed to amend their existing agreement providing for terms and conditions of compensation.

III. AMENDMENT

Article III Section 4: COMPENSATION TO PRODUCER shall be replaced with the following:

1. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than \$5.75 per insured per month for the initial term and any renewal terms of this agreement.

[SIGNATURE BLOCK ON NEXT PAGE]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ANTHONY J ALFORD INSURANCE CORP.

BY:

Anthony J. Alford, President
Anthony J Alford Insurance Corporation

Notary Public

THUS DONE AND SIGNED on _____ this day of _____ 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

BY :

Jason W. Bergeron., Parish President
Terrebonne Parish Consolidated Government

Notary Public

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ANTHONY J ALFORD INSURANCE CORPORATION
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouisi Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage.

WHEREAS PRODUCER is defined as Agent of Record;

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. To represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include

establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Review all Third Party Administration (TPA) contracts and plans, policies and endorsements for employee group health benefits for medical, dental and pharmacy to be delivered to TPCG for the purpose of confirming contractual coverages under TPA, and insurance/reinsurance for their accuracy and conformity to the Insurance Specifications and TPCG's instructions;
 - J. Monitoring of Third Party Administration and/or Insurance company services/ratings to insure financial stability of insurers;
 - K. Prepare the necessary financial projections and perform services necessary to manage third party plans;
 - L. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - M. Prepare schedules of insurance and/or Third Party self administered insurance ;
 - N. Prepare insurance binders, review and deliver policies;
 - O. Attend meetings as needed;
 - P. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - Q. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - R. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG. This includes, but is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - S. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III (1)(a);
 - T. PRODUCER shall maintain proper licensing in the State of Louisiana as a Health Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:
 - A. The term of this agreement shall begin on January 1, 2024 and terminate on December 31, 2024.
 - B. TPCG has the option to renew its agreement for two additional one-year terms. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than \$7.75 per insured per month for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
 - A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
 - A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - C. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - D. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - E. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - F. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII, Subsections (A-F).
 - G. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of

this Agreement.

H. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or any of its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. **GENERAL:** A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to **\$5,000,000; however, this is subject to change**. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. **WORKERS' COMPENSATION:** Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall

include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

- B. **ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. **AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. **RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
- ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
- iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.

- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if

set out at length.

- A. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- B. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
- C. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
- D. EXECUTION: This Agreement is executed in one (1) original. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
- E. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Anthony J. Alford, President
225 Ouiski Bayou
Houma LA 70360

- 16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

[additional signatures on following page]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: ANTHONY J ALFORD INSURANCE CORP.

BY: _____
Anthony J. Alford, President
Anthony J Alford Insurance Corporation

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public



Monday, March 25, 2024

Item Title:

2024 Various Items for Budget Amendment

Item Summary:

Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Eastside Police Substation, \$277,379

and calling a public hearing on said matter on Wednesday, April 10, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2024 Various Items for Budget Amendment	3/20/2024	Executive Summary
2024 Various Items for Budget Amendment	3/20/2024	Ordinance
2024 Various Items for Budget Amendment	3/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Eastside Police Substation, \$277,379

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

/s/ Kayla Dupre

Signature

March 20, 2024

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

I. Eastside Police Substation, \$277,379

SECTION I

WHEREAS, Terrebonne Parish Consolidated Government has received additional Disaster Recovery funding in the amount of \$277,379 for the Eastside Police Substation.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Eastside Police Substation. (Attachment A)

SECTION II

If any work, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION III

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

Prepared By: Finance Department
PC File: 2024-Various Items – G
Date Prepared: 3/20/24 BA #7

ATTACHMENT A - Eastside Police Substation

	2024	
	<u>Adopted</u>	<u>Amended</u>
CDBG Recovery Grant		(277,379)
Eastside Substation	26,389	303,768

Section I

Felicia Aubert

From: Kandace Mauldin
Sent: Tuesday, March 19, 2024 2:50 PM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for the Eastside Police Substation for ^{277378.93}~~\$279,220.69~~. This would be additional expenditures (641-211-8912-01) as well as revenue (641-000-6348-05).

Thanks

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



Saltwater Fishing Capital of the World

Date

10/21/2020 1.00 Unallocated
 11/30/2020 393,410.91 to unallocated from Suzie Canal 641-351-8929-01
 274,594.09 to unallocated from Ward 7 641-351-8929-07
 668,006.00
 12/11/2020 (668,006.00) Moved to Eastside Substation 641-211-8912-01 #1

2/26/2021 113,495.23 to unallocated from Suzie Canal 641-351-8929-01
 113,495.23 Unallocated Balance
 (55.00) To First Time Homebuyers 241-618
 (113,440.23) to Eastside Substation 641-211-8912-01 #2

9/6/2022 117,461.59 From Infill Housing to Unallocated
 117,461.59 Unallocated Balance

12/11/2020 668,006.00 Eastside Substation 641-211-8912-01
 2/26/2021 203,535.13 From Ward 7 641-351-8929-07
 20,677.91 From First Time Home Buyers 241-618
 892,219.04
 6/14/2021 113,440.23 From Unallocated
 1,005,659.27
 12/15/2021 39,356.00 Sales Tax Revenue Ordinance No. 9337
 1,045,015.27
 542,769.78 Additional Funds from OCD/DRU
 1,587,785.05

9/6/2022 1,587,785.05 Total Budget
 (39,356.00) Less: TPCG Funds
 1,548,429.05 OCD/DRU Budget

929,734.00 GL 2021 Budget Balance
 892,219.04 OCD/DRU Budget Balance 2021
 37,514.96 Difference
 39,356.00 Sales Tax Revenue Ord. No. 9337
 (1,841.04) Difference ???
 1,005,659.00 GL 2022 Budget
 1,005,659.27 OCD/DRU Budget
 (0.27) Difference

L/A#31

6/4/2021

640,865.00 To Eastside Substation 641-211-8912-01
 (24,629.00) 641-302-8912-01
 (1.00) 641-310-8916-01
 (362,117.00) 641-351-8929-01
 (254,118.00) 641-351-8929-07
 450,706.00

24,629.00 641-302-8912-01 #38 & #39
 1.00 641-310-8916-01 #39
 362,117.00 641-351-8929-01 #39
 254,118.00 641-351-8929-07 #40
 640,865.00
 32,138.00 241-618-8356-00
 20,787.00 241-618-8353-00
 693,790.00
 196,588.00 641-000-5111-00
 890,378.00
 39,356.00 255-999-9106-41
 929,734.00 2021 Beginning Budget
 113,440.23
 1,043,174.23
 (39,356.00)
 1,003,818.23
 1,005,659.27

24,629.00 641-302-8912-01
 1.00 641-310-8916-01
 362,117.00 641-351-8929-01
 254,118.00 641-351-8929-07
 32,138.00 241-618-8356-00
 20,787.00 241-618-8353-00
 196,588.00 641-000-5111-00
 113,440.23
 1,003,818.23
 39,356.00 255 Sales Tax
 15,941.00 659-999-9106-41
 59,984.00 204-999-9106-41
 115,281.00
 113,440.23
 1,840.77

Ord. 9337 BA22
 Ord. 9364 BA6
 Ord. 9364 BA6

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 2024 - FIVE YEAR CAPITAL OUTLAY
 FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND

641-211-8912-01
 CDBG EASTSIDE POLICE SUBSTATION
 R: 641-000-6348-05
 PROJECT # 22-HPD-07
 GRANT # 55PARA3406

TOTAL FUNDING \$ 2,026,088
 EXPENDITURES THRU 12/31/23 (1,722,320)
 PROJECT BALANCE \$ 303,768

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jun-21	LIA 31	FROM 641-302-8912-01 CDBG REC		24,629					
Jun-21	LIA 31	FROM 641-310-8916-01 CDBG REC		1					
Jun-21	LIA 31	FROM 641-351-8929-01 CDBG REC		362,117					
Jun-21	LIA 31	FROM 641-351-8929-07 CDBG REC		254,118					
Jul-21	ORD 9268	FROM FUND 241 CDBG RECOVERY		52,925					
Jul-21	ORD 9292	FROM 641 FUND BALANCE		196,588					
Dec-21	ORD 9337	FROM FUND 255 CAPITAL SALES TX FD		39,356					
Apr-22	ORD 9364	FROM 659-211-8912-01*		15,941					
Apr-22	ORD 9364	FROM FUND 204 FUND BALANCE		59,984					
Sep-22	ORD 9420	FROM UNALLOCATED FUNDS		113,440					
Sep-22	ORD 9420	FROM CDBG RECOVERY PROGRAM		542,770					
Feb-23	ORD 9458	FROM 204 PUBLIC SAFETY FUND							
	C/O ADJ	CARRYOVER ADJUSTMENT			85,000				
Apr-24	PENDING BA	FROM CDBG RECOVERY PROGRAM			1,840				
					277,379				
		LESS PRIOR YEAR EXPENDITURES			(1,722,320)				
		FUNDS AVAILABLE		\$ (60,451)	\$ 85,000	\$ 279,219	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: DUPONTIS DESIGN GROUP
 CONTRACTOR: LA CONTRACTING ENTERPRISE
 DESCRIPTION: To design and construct a substation on the Eastside for the Police Department.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
FEBRUARY 29, 2024 - MONTH LAST CLOSED

3/20/24

ACCT: 641-000-6348-05

FD241 HUD CDBG REC CONS

NO DEPARTMENT NAME

CDBG RECOVERY GRANT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	1,482,245	1,484,084.92-	0	1,840
2024	0	.00	0	0
CLOSED:				
2017	26,118,105	4,037,633.77-	N/A	22,080,471-
2018	22,075,686	17,223,361.81-	N/A	4,852,324-
2019	4,852,324	4,260,409.81-	N/A	591,914-
2020	591,914	175,735.31-	N/A	416,179-
2021	717,569	479,557.21	N/A	1,197,126-
2022	1,511,639	29,393.57-	N/A	1,482,245-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
FEBRUARY 29, 2024 - MONTH LAST CLOSED

3/20/24

ACCT: 641-211-8912-01

FD241 HUD CDBG REC CONS

POLICE

EASTSIDE SUBSTATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	1,667,221	1,642,672.05	0	24,549
2024	do 263890	21,407.33	29,937	51,344-
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	929,734	34,950.69	N/A	894,783
2022	1,626,918	44,697.43	N/A	1,582,221

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

ACCOUNT EXCEEDS BUDGET AMOUNT

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL