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# TERREBONNE PARISH COUNCIL

## COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Steve Trosclair  
Mr. Scotty Dryden      Chairman  
Mr. John Navy          Vice-Chairman  
Ms. Arlanda Williams   Member  
Mr. Gerald Michel      Member  
Ms. Christa Duplantis- Member  
Prather                  Member  
Mr. Darrin W. Guidry,   Member  
Sr.                        Member  
Mr. Al Marmande        Member  
Mr. Dirk Guidry



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

### AGENDA

September 25, 2017  
5:35 AM

Parish Council Meeting Room

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

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER**

**ROLL CALL**

1. **RESOLUTION:** Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Predisaster Mitigation Grant Program PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant to complete the elevation of 515 Woodhaven Drive, Houma.
2. **RESOLUTION:** Giving Notice of Intent to adopt an ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II Parish Generally, of the Terrebonne Parish Code to provide for designation of the following properties as recreational facilities for gardening: 109, 111, 112, and 113 Kennedy Street in Montegut, LA 70377, and that a public hearing on said ordinance be called for Wednesday October 11, 2017 at

6:30 p.m.

3. RESOLUTION: Authorizing execution of a Contract Amendment with the Louisiana Workforce Commission effective October 1, 2017 through September 30, 2019 for \$371,847 for Regular CSBG Funds.
4. Adjourn

Category Number:  
Item Number:



Monday, September 25, 2017

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, September 25, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, September 25, 2017

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**Item Title:**

Elevation of 515 Woodhaven Drive, Houma

**Item Summary:**

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Predisaster Mitigation Grant Program PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant to complete the elevation of 515 Woodhaven Drive, Houma.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/19/2017	Executive Summary
Memo	9/19/2017	Cover Memo
Resolution	9/19/2017	Resolution
Financial Breakdown	9/19/2017	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 515 Woodhaven Dr. Houma, La 70363

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Predisaster Mitigation Grant Program PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant to complete the elevation of 515 Woodhaven Dr. Houma, La 70363

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 515 Woodhaven Dr., Houma, La 70364, Bruce and Tina Murrell owners, and obligate the necessary HMA funding to complete this mitigation.

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

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

\_\_\_\_\_  
Chris Pulaski  
Signature

\_\_\_\_\_  
9/11/2017  
Date

September 11, 2017

MEMO TO: Gordon Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda Item September 25, 2017 and September 26, 2017  
Predisaster Mitigation Project No. PDM-06-LA-2014-002  
Property Elevation and Isaac LMI Cost Share Grant

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Attached is a Resolution requesting the elevation of the property at 515 Woodhaven Drive, Houma, La 70363 for Bruce and Tina Murrell, under the FEMA funded Terrebonne Parish Hazard Predisaster Mitigation Grant Program Project No. PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant.

Should you have any questions or require additional information, please contact me at extension 1400.

Thank you,

Chris Pulaski

**OFFERED BY:**  
**SECONDED BY:**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE TERREBONNE PARISH PREDISASTER MITIGATION GRANT PROGRAM, PROJECT NO. PDM-06-LA-2014-002 and ISAAC LMI COST SHARE GRANT TO COMPLETE THE STRUCTURE ELEVATION OF 515 WOODHAVEN DRIVE, HOUMA, LA 70363.**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by FEMA that the Predisaster Mitigation (PDM) Grant Program, Project No. PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant, can proceed with the mitigation of the following property:

Address:                   **515 Woodhaven Drive**  
                                  **Houma, La 70363**

Owned by:               **Bruce and Tina Murrell**

**WHEREAS**, under the administrative guidance of Solutient, the required “elevation packet” has been prepared and executed for the property owner recommending elevation through the Hazard Mitigation Assistance PDM program; and

**WHEREAS**, the State has confirmed that the owners qualify as low to moderate income residents eligible for the Isaac LMI Cost Share grant offered through the Office of Community Development Disaster Recovery Unit;

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish Predisaster Mitigation Grant Program, Project No. PDM-06-LA-2014-002 and Isaac LMI Cost Share Grant is hereby obligated to mitigate the property above.



Bruce Tina Murrell  
515 Woodhaven Dr.  
Houma, LA 70363

Estimated Financial  
Breakdown Document

Grant ID # TPCG PDM-06-LA-2014-002  
Predisaster Mitigation Grant Program

Vendor: Lowe's Construction, LLC

PDM ELEVATION DETAILS

Activity	Amount
Elevation	\$ 201,896.00
Personnel Lift/Handicap Ramp	
Grant Management Fee	\$ 15,460.00
Potential Relocation Reimbursement (Est.)*	\$ 3,500.00
<b>Total Project Cost</b>	<b>\$ 220,856.00</b>

FUNDING SOURCE BREAKDOWN

	Responsible Party	Amount
Federal Share - up to 75%	FEMA PDM Grant	\$ 166,517.00
Local Match - at least 25%		\$ -
	ICC**	\$ -
	Road Home	\$ -
	Isaac OCD LMI Cost Share	\$ 54,339.00
		\$ 54,339.00
<b>Total</b>		<b>\$ 220,856.00</b>

\* Homeowner bears 25% of the costs of relocation

\*\* Homeowner may qualify for up to \$30,000 in ICC benefits



Monday, September 25, 2017

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**Item Title:**

Good Earth Community Harvest Extension to Montegut

**Item Summary:**

RESOLUTION: Giving Notice of Intent to adopt an ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II Parish Generally, of the Terrebonne Parish Code to provide for designation of the following properties as recreational facilities for gardening: 109, 111, 112, and 113 Kennedy Street in Montegut, LA 70377, and that a public hearing on said ordinance be called for Wednesday October 11, 2017 at 6:30 p.m.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cover Memo	9/20/2017	Cover Memo
Executive Summary	9/6/2017	Executive Summary
Resolution to Introduce Ordinance and Call Public Hearing	9/20/2017	Resolution
Proposed Amended Ordinance	9/20/2017	Ordinance
Signage language as per TPCG Legal Dept	9/6/2017	Backup Material

September 20, 2017

MEMO TO: Gordon Dove  
Parish President

FROM: Chris Pulaski

SUBJECT: Request for Agenda Item September 25<sup>th</sup> and October 11<sup>th</sup>, 2017  
Dedicate Open Space Properties to Recreation

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Attached is an Ordinance proposed to designate several properties purchased with FEMA HMGP funds as “recreational” to allow for gardening activities on site with limited liability under LA R.S. 9:2795. This assumes that gardening including harvesting is a recreational use. Areas designated as recreational and fitted with appropriate signage lower the risk burden of the properties while allowing a beneficial use.

Attached is a revised ordinance proposed to allow certain properties obtained through a FEMA acquisition project to be used as a community garden. This ordinance is to add three contiguous Kennedy Street properties to a list of such properties dedicated to gardening as a recreational activity. This enables the Parish to allow this activity on Parish open space property. The grant includes funds for purchasing insurance and signage.

Should you have any questions or require additional information, please contact me at extension 6569.

Thanks,

Chris Pulaski



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Good Earth Community Harvest Extension to Montegut

### PROJECT SUMMARY (200 WORDS OR LESS)

Chapter 21, Article II, Section 21-33 of the Terrebonne Parish Code was amended in 2016 by Ordinance 8689 to designate gardening as a recreational use and to designate as recreational areas certain properties purchased with federal funds that must be held as open space. Keep Terrebonne Beautiful has secured funding for a community garden in partnership with the Planning & Zoning Department's Hazard Mitigation Division to put to good use additional public properties which cannot be improved with structures. Signs will be posted at the expense of the nonprofit group developing the community garden to inform the public that the produce is available for the general public to pick and consume at their own risk.

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

In order to better make use of properties purchased with federal funds which must remain in open space and maintained by the Parish, the nonprofit organizations has funds to create a community garden designed by a landscape architect to optimize the use of the space for gardening as well as controlling or capturing stormwater. The harvest will be available to the general public as well as nonprofit groups which could have health, educational and recreational benefits. The community garden concept will have stormwater and soil retention benefits as well as increasing food security and availability of fruit to local food banks, nursing homes, schools, or any other at risk group or individual.

### TOTAL EXPENDITURE

\$0

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

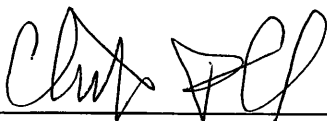
NO

YES


IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE	1	2	3	4	5	6	7	8	<u>9</u>
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Signature



Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

**A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO AMEND SECTION 21-33 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE TO PROVIDE FOR CERTAIN RECREATIONAL FACILITIES AND ACTIVITIES.**

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an Ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II Parish Generally, of the Terrebonne Parish Code to provide for designation of the following properties as recreational facilities for gardening: 109, 111, 112, and 113 Kennedy Street in Montegut, LA 70377 and,

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, October 11<sup>th</sup> at 6:30 p.m.

OFFERED BY:  
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 21-33 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE TO PROVIDE FOR CERTAIN RECREATIONAL FACILITIES AND ACTIVITIES

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

WHEREAS, Keep Terrebonne Beautiful, a local nonprofit group, has obtained funding for a community garden in Montegut; and

WHEREAS, the Parish owns lands due to acquisitions with FEMA hazard mitigation funds which cannot be sold; and

WHEREAS, the properties cannot be used for any use other than open space in perpetuity due to the FEMA grant requirements; and

WHEREAS, the Terrebonne Parish Council dedicated certain properties through Ordinance 8689 March 23, 2016 for the purposes of gardening, a recreational use, and bird watching and wishes to continue to establish such gardening opportunities and recreational spaces for the health, use and enjoyment of the citizens of Terrebonne Parish;

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following be enacted:

SECTION I

Chapter 21, Article II, Section 21-33 of the Terrebonne Parish Code be amended to add/include the following:

**Sec. 21-33. – Recreational Facilities**

The following facilities and properties, maps of which are maintained in the parish planning department, are established as recreational facilities for gardening in Terrebonne Parish:

Southdown Bike Trail, including the Leland Robichaux Loop at Southdown Trail.

Westside Bike Trail.

Westside Boulevard Corridor Bike Route System.

Bayou Terrebonne Bayouwalk.

Courthouse Square, fronting on Main Street between Church Street and Goode Street in Houma, Louisiana.

**109, 111, 112, and 113 Kennedy Street, Montegut, LA 70377**

SECTION II

If any word, 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.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
DIRK GUIDRY, CHAIR  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
VENITA CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed

Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, VENITA CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
VENITA CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

Proposed Signage as Per Legal

This area is open to the public for the recreational purpose of tending the fruit garden or harvesting.

Hours: Dawn to Dusk

**NOTICE: THIS RECREATIONAL  
PROPERTY IS NOT SUPERVISED.**

**ALL PERSONS ENTERING THE PROPERTY  
FOR ANY REASON DO SO AT THEIR OWN  
RISK AS PER LA R.S. 9:2795.**

The Parish not responsible for any accidents,  
injuries, intentional or negligent acts on site or  
reactions to fruits gathered and consumed from  
this site.

Advisory: Wash fruit prior to eating

Rules:

No loitering

No littering

No alcohol

**Pesticide-free zone – no application for any  
reason**



Category Number:  
Item Number: 3.



Monday, September 25, 2017

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**Item Title:**

Community Service Block Grant Program

**Item Summary:**

RESOLUTION: Authorizing execution of a Contract Amendment with the Louisiana Workforce Commission effective October 1, 2017 through September 30, 2019 for \$371,847 for Regular CSBG Funds.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	9/20/2017	Resolution
ex summary	9/20/2017	Executive Summary
Contract	9/20/2017	Backup Material

## Resolution No.

WHEREAS, the Terrebonne Parish Consolidated Government recognizes the need to provide services to help eliminate poverty and promote self-sufficiency in the Parish, and

WHEREAS, the Louisiana Workforce Commission's Community Services Block Grant Program has awarded \$371,847 in Regular CSBG Funds to Terrebonne Parish to provide services from October 1, 2017 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Community Planning and Development Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the Contract with the effective date of October 1, 2017.

BE IT FURTHER RESOLVED that the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove to execute any and all grant agreements, certifications, modifications, and documents necessary between Terrebonne Parish Consolidated Government and the Louisiana Workforce Commission resulting from approval of this Amendment.



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

Community Services Block Grant Program (CSBG)

### PROJECT SUMMARY (200 WORDS OR LESS)

To provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

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

To provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

### TOTAL EXPENDITURE

\$371,847

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

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$371,847

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

PARISHWIDE

1

2

3

4

5

6

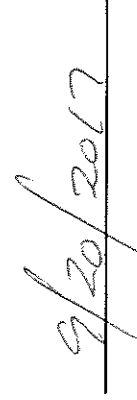
7

8

9



Signature



Date

**STATE OF LOUISIANA  
LOUISIANA WORKFORCE COMMISSION  
SOCIAL SERVICES CONTRACT – COMMUNITY SERVICES BLOCK GRANT**

This Contract is entered into between the Louisiana Workforce Commission, Office of Workforce Development, 1001 North 23rd Street, Post Office Box 94094, Baton Rouge, Louisiana 70804-9094, hereinafter referred to as "Grantor," and Terrebonne Parish Consolidated Government, 809 Barrow Street, Houma, LA 70360, hereinafter referred to as "Subgrantee," to provide services and programs in accordance with the provisions of the Community Services Block Grant Act of 1981, as amended ("CSBG").

**CONTRACT TERM**

This Contract shall begin on October 1, 2017 and shall end on September 30, 2019. However, this Contract is not effective and no payments will be made to the Subgrantee until it is signed by the Grantor and the Subgrantee and approved by the Executive Director of Louisiana Workforce Commission or her designee.

**MAXIMUM CONTRACT AMOUNT**

In consideration of the services described in this Contract the Grantor hereby agrees to pay the Subgrantee a maximum fee of \$371,847 for Federal Fiscal Year 2018. Of this amount, \$371,847 is Regular CSBG Funds and \$0.00 is Discretionary Funds.

**SUBGRANTEE'S TAX ID**

The Subgrantee's Federal Tax ID # is 72-6001390.

**CSBG ASSURANCES**

To assure the most effective use of CSBG funds to attain a measurable and positive impact on the causes of poverty, the Subgrantee assures that activities funded on the local level conform to one or more of the following activities:

- a. to support activities that are designed to assist low income families and individuals, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act, homeless families and individuals, migrant or seasonal farm workers, and elderly low-income families and individuals;
- b. to remove obstacles and solve problems which block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under Part A of Title IV of the Social Security Act);
- c. to secure and maintain meaningful employment;
- d. to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
- e. to make better use of available income;
- f. to obtain and maintain adequate housing and a suitable living environment;
- g. to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;
- h. to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement

agencies, local housing authorities, private foundations, and other public and private partnerships to – (I) document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;

- i. to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing crime, such as programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs) and after-school child care programs;
- j. to make more effective use of and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts);
- k. to inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this subtitle about the availability of child support services; and refer eligible parents to the child support offices of State and local governments;
- l. to provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
- m. to coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services;
- n. to ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI, The Low-Income Home Energy Assistance Program of Public Law 97-35 (relating to low-income home energy assistance) are conducted in communities; and
- o. to encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

## **SCOPE OF SERVICES**

Subgrantee hereby agrees that funds made available by the Grantor will be used to carry out services and activities as permitted by the Community Services Block Grant (P.L. 97-35, Title VI, Section 671; 42 USC § 9901, et seq) and as outlined in the approved CSBG State Plan.

Subgrantee further agrees that funds made available by the Grantor will be used to implement services and activities as described in the Community Action Plan and Quarterly Action Plan/Report.

Subgrantee shall comply with all CSBG operating procedures, guidelines, and policies issued by the Grantor relating to program performance and reporting requirements.

## **PARTICIPANT ELIGIBILITY REQUIREMENTS**

Participants receiving assistance must meet CSBG income guidelines—125% of the U.S. Federal Poverty Guidelines issued by the U.S. Department of Health and Human Services in effect at the time of application for assistance.

Subgrantee shall establish eligibility policies and determination procedures for CSBG funded programs and activities in which low income individuals receive a monetary benefit. Income eligibility shall be based on gross income at or below 125% of the HHS poverty guidelines. The Subgrantee shall maintain accurate documentation of the applicant eligibility determinations.

## **CHARGING OF FEES**

No individual participating in any activity resulting in obtaining employment shall be required to pay a fee to the Subgrantee, its agents or any other firm as a condition of employment.

## **PERFORMANCE MEASURES, PROVISIONS AND EVALUATION**

### **▪ Performance Measures**

The performance measures applicable to this contract shall be included in the Subgrantee's Quarterly Activity Plan/Report for the period of performance and reporting from October 1, 2017 through September 30, 2018. The Subgrantee will establish goals and objectives to be achieved through implementing program services and activities as described in the associated Quarterly Activity Plan/Report. Such goals and objectives will be measured by comparing the actual results with the established Community and/or Individual and Family National Performance Indicators (NPIs) identified by the Subgrantee. The actual number of results achieved must be between 80% - 120% of the total targeted NPIs identified on the Quarterly Activity Plan/Report. These standards will remain in effect unless other standards are approved by the Grantor.

Subgrantee may not change the NPIs target numbers after the eleventh-month of a Program Year unless information is submitted that justifies the changes *i.e.*, loss/reduced funding.

### **▪ Evaluation**

Pursuant to R.S. 39:1500, the Grantor shall conduct an evaluation of contract performance and an assessment of the utility of the final product and deliver the report to the director of the Office of State Procurement (OSP) within sixty days after completion of performance and shall be retained on file. The Subgrantee will be notified of the results of the contract evaluation.

## **PAYMENT TERMS**

### **▪ Payments**

Payments will be made to the Subgrantee on a cost reimbursement basis. Payments or reimbursements are conditioned on the full and satisfactory performance of the Subgrantee's obligations under this Contract. The Grantor shall be liable, subject to the receipt of funds from the federal government and the limitations provided in this Contract, for the actual costs incurred to perform the activities listed in the Contract, but in no case shall Grantor be liable for any amount that exceeds the maximum contract amount stated on page 1 of this Contract unless the maximum contract amount is increased by an amendment to this Contract.

It is understood and agreed that if the Subgrantee fails to timely submit any reports (including audits) or repay disallowed costs required by the Grantor, the Grantor reserves the right to

withhold any or all payments due to the Subgrantee until such time as the required reports are received.

▪ **Budget Package**

The Subgrantee shall prepare and submit a Budget Package to the Grantor as specified by written instructions from the Grantor. Subgrantee shall notify the Grantor in writing, when making budget changes and when receiving an increase or decrease in other funding, unless otherwise specified by written instructions from the Grantor. Failure to submit forms and notify Grantor of budget changes may result in a delay or suspension of funds.

▪ **Request for Funds Procedure**

The Subgrantee shall complete and submit a request for funds to the Grantor three (3) days prior to the date the funds are required. A copy with original signatures shall be submitted to the Grantor via email at [CSBG@lwc.la.gov](mailto:CSBG@lwc.la.gov).

**USE OF FUNDS**

▪ **Allowable Costs**

Funds received as a result of this Contract must be reasonable costs permitted by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the OMB Super Circular) codified at 2 CFR 200 and the CSBG Act to support the organizational infrastructure required to coordinate and enhance multiple programs, services and resources that address poverty conditions in the community.

▪ **Contingency Fees and Other Prohibited Fees**

The Subgrantee shall not employ any person or firm to solicit or secure this Contract under agreement for any commission, percentage, brokerage or contingent fee. Failure to comply with this provision shall give the Grantor the right to terminate this Contract or to deduct the amount of such commission, percentage, brokerage or contingency fee.

▪ **Costs Requiring Prior Approval**

CSBG funds may be used for the following activities only if prior written approval has been received from the Grantor (inclusion in the Contract does not provide prior approval):

- ❖ subcontracts and third party agreements for social, professional, consulting and personal services including legal, accounting, etc.
- ❖ equipment, which has a unit purchase price of \$1,000 or more;
- ❖ contracts for the lease of space; and
- ❖ the purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy related home repairs) of any building or other facility.

▪ **Subcontracts and/or Third Party Agreements**

The Grantor will review and monitor the activities covered by any proposed contract, subcontract, or third party agreement that would utilize CSBG funds in whole or part. Subgrantee shall not execute or otherwise enter into any such contract, subcontract or third party agreement without Grantor's prior review and written approval.

All subcontracts and agreements entered into by Subgrantee utilizing CSBG funding shall contain at a minimum the following information:

- a. name and address of the contractor or third party;
- b. a description of the services to be offered;
- c. the maximum fee to be charged;
- d. a provision requiring the contractor to pay all applicable taxes;
- e. a provision allowing for the review of records by the Legislative Auditor of the State; and
- f. a cancellation clause.

Leases for space agreements shall contain the following:

- a. name and address of lessor and lessee;
- b. a description of the space leased, including the square footage and address;
- c. the maximum fee to be charged;
- d. the starting and ending date of the contract;
- e. the signature of both parties;
- f. a 30 day cancellation clause; and
- g. an availability of funds clause.

**COMPLIANCE**

The Subgrantee shall abide by and comply with all federal, state and local laws; all federal, state and local regulations; and all rules of the grant in the operation of programs under this Contract.

All services and activities are to be provided in accordance with all applicable federal, state and local laws and regulations including but not limited to the following:

- ❖ The Community Services Block Grant Act, as amended, 42 U.S.C. 9901et seq.
- ❖ LA R.S. 23:61 through 23:66
- ❖ 45 Code of Federal Regulations (CFR) Part 96
- ❖ Labor and Employment, Title 40, Part XVII, Community Services Block Grant
- ❖ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular)
- ❖ Drug Free Workplace Act of 1988
- ❖ Americans with Disabilities Act
- ❖ Pro-Children Act of 1994

The Subgrantee will comply with any amendments and/or revisions to the above mentioned laws and/or regulations and any other policies and procedures which may govern the operation of the CSBG immediately upon notification.

▪ **State CSBG Plan**

The Subgrantee shall comply with the provisions of the CSBG State Plan as approved by the U.S. Department of Health and Human Services and the Governor of Louisiana.



- **Organizational Standards**

On January 26, 2015, the U.S. Department of Health and Human Services, Office of Community Services (OCS) released Information Memorandum (IM) No. 138, State Establishment of Organizational Standards for CSBG Eligible Entities (CEEs) under §678B of the CSBG Act, 42.U.S.C § 9914. To ensure each Subgrantee has appropriate organizational capacity to fulfill the purposes of the CSBG Act, the Grantor will annually review Subgrantee's compliance with Organizational Standards through desk reviews and/or on-site monitoring. If a Subgrantee is not meeting a standard or sets of standards, the Grantor and the Subgrantee shall develop a Technical Assistance Plan (TAP) and/or a Quality Improvement Plan (QIP) to establish training and technical assistance resources and outline a timeframe for the Subgrantee to meet all of the required standards. If the Subgrantee fails to meet the deliverables established in the TAP and/or QIP the Grantor may pursue corrective action, a reduction in or termination of funding.

## **TRIPARTITE BOARD REQUIREMENTS**

- **Applicability**

In order to be eligible to receive CSBG funds, private not-for-profit agencies must maintain a governing board and public agencies must maintain an advisory board which meets the tripartite board requirements as detailed in the CSBG Act, Section 676B. The Subgrantee shall submit tripartite board information to the Grantor upon request including, but not by way of limitation, a list of board members, the segment each represents, their mailing addresses, and their terms. The Subgrantee must update the Grantor when any changes to this information occur.

- **Size of Board and Term Limitation**

Governing boards for private nonprofit agencies and advisory boards for public agencies shall consist of not less than 15 nor more than 31 members, who shall broadly represent the area served by the Subgrantee.

The terms of board members representing the selected public officials segment of the board shall coincide with the terms of the elected officials they represent. The terms of all other board members shall not exceed five years and they shall serve no more than two consecutive terms without serving an inactive year.

- **Structure of the Tripartite Board**

The Subgrantee shall administer the Community Services Block Grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities. Members of the board shall be selected by the Subgrantee and the board shall be composed of the following:

- a. one-third of the members of the board shall be elected public officials, currently holding office, or their representatives, except that if the number of such elected public officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representative may be counted in meeting this one-third requirement;
- b. not fewer than one third of the members shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served, and each representative of

- low-income individuals and families selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member; and
- c. the remainder of the members shall be officials or members of business, industry, labor, religious organizations, law enforcement, welfare, education or other major groups and interests in the community served.

▪ **Bylaws**

The board shall adopt bylaws that include the length of service of its members, whether alternates and/or representatives are allowed, a policy for individuals and organizations to petition for membership, and the responsibilities of the board. These bylaws shall be available for review by the Grantor. The governing board of a community action agency or private nonprofit organization shall have the power to appoint a person to a senior staff position; determine fiscal and program policies; approve all rules and procedure; and ensure compliance with all conditions which relate to their responsibilities. Such actions shall be consistent with the policies promulgated by the Grantor. If the designated community action agency is under local government authority, the community action agency advisory board shall have no powers as outlined in this section other than to advise the community action agency where the subdivision has reserved much of the authority.

The board shall develop policies and procedures that provide a means for low-income individuals, community organizations, religious organizations, or representatives of low-income individuals that consider its organization or low-income individuals to be under-represented on the board to petition for adequate representation.

▪ **Conflict of Interest**

No board member shall engage in any selection, award, or administration of a subgrant or contract supported in total or part with CSBG funds if a conflict of interest, real or apparent, exists. Such a conflict exists when the individual, any member of the individual's immediate family, the individual's partner or an organization that employs or is about to employ the individual has a financial interest in the award, subgrant or contract. To the extent applicable, the board members shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

For the purpose of this part immediate family is defined as a board member's children, children's spouses, brothers or sisters and their spouses, parents, spouse, and the parents of his or her spouse.

▪ **Reimbursements to Board Members**

Board members shall not be paid a salary; however, they may be reimbursed for expenses (i.e., mileage, meals) to carry out their responsibility to assure compliance with the CSBG Contract. Travel expenses shall be in accordance with the approved travel policy of the Subgrantee or the Division of Administration, PPM 49 of the State of Louisiana Travel Rules and Regulations.

## **FISCAL SYSTEM REQUIREMENTS**

### **▪ General Responsibilities**

The Subgrantee shall maintain an accounting system which separately identifies the expenditure of CSBG funds and complies with generally accepted accounting standards applicable to the Subgrantee.

### **▪ Bank Account**

Subgrantee may maintain CSBG funds in the same manner as all other federal funds. Receipt and disbursements of CSBG funds are to be readily identifiable and kept in a separate journal or separately coded. Codes are to be changed with each federal fiscal year funds.

### **▪ Accounting System**

The Subgrantee is not required to establish an accrual accounting system but must develop accrual data for its reports (i.e., expenditure reports).

### **▪ Indirect Costs**

The Subgrantee will not be reimbursed for any indirect cost unless the indirect cost rate has been approved by a federally cognizant agency and the Subgrantee has received prior written approval from the Grantor to charge the indirect cost to this Contract. If such approval and documentation of it is included in a Contract proposal or an amendment submitted by the Subgrantee, the approval of the Contract or amendment shall constitute approval of the indirect cost.

### **▪ Cost Allocation**

Cost allocation may be used only if the Subgrantee has documentation for the formula to be used for that purpose and the other sources of funds and amounts are noted on the invoice or other instrument authorizing payments.

### **▪ Bonding**

Upon request by the Grantor, the Subgrantee shall furnish the Grantor proof that each employee and officer of the Subgrantee who is responsible for the receipt, custody or disbursement of funds is covered by a fidelity bond. A corporate surety licensed to do business in Louisiana shall issue such bond.

The fidelity bond shall agree to indemnify the Subgrantee against any direct loss of money or other personal property for which the Subgrantee is responsible under the terms of this Contract. The bond shall be in the amount of \$100,000 or the maximum amount expected to be received in any month, whichever is the less. Written notice shall be given to the Grantor immediately in the event of cancellation of the fidelity bond or the inability to obtain such coverage.

### **▪ Closeout Procedures**

The Subgrantee shall submit a closeout package at the end of the grant period to the Grantor as required by written instructions from the Grantor. The closeout package must be received by the Grantor no later than 45 days after the ending date of the Contract or as otherwise specified in written instructions from the Grantor.

The closeout package shall include, but not by way of limitation, an expenditure report marked "FINAL" reflecting all costs related to the Contract, a clear copy of the final bank statement or a copy of the cash balance from the accounting records for the closeout month, a check for all excess funds, and written justification for unexpended funds. Failure to submit payment of unspent funds may result in failure to approve a Contract for later fiscal/program years and/or the suspension of payments due.

## **REPORTS**

The Subgrantee shall submit to the Grantor such reports as required for the purpose of compliance with the federal and state laws and the provisions of this Contract. Reports shall be correct and submitted in the format and by the dates established by the Grantor. Failure to comply with the reporting requirements may result in the suspension and/or delay of funds being forwarded to the Subgrantee.

- **Monthly Expenditure Reports**

The Subgrantee shall submit monthly expenditure reports to the Grantor no later than the twenty fifth (25) day of the following month, unless otherwise specified by written instructions from the Grantor. Failure to submit reports as established by deadlines may result in a delay or suspension of funds for the Subgrantee.

- **Quarterly Activity Reports**

The Subgrantee shall submit quarterly activity reports to the Grantor no later than 15 days after the end of the reporting period unless otherwise specified by written instructions from the Grantor. Failure to submit correct reports and as established by deadlines may result in a delay or suspension of funds for the Subgrantee.

## **MAINTENANCE OF AND ACCESS TO CONTRACT DOCUMENTS AND RECORDS**

The Subgrantee shall maintain such records and documentation as are required by the Grantor, make such reports as are required by the Grantor, and make accessible to the Grantor such records as are required to document the expenditures of funds under this Contract.

- **Fiscal Records**

The Subgrantee shall maintain such records as are required to establish fiscal accountability and participant eligibility and make such records available to the Grantor, or its agent, for review and evaluation. The Subgrantee shall maintain the original source documents to substantiate all expenditures of funds under this Contract and any other fiscal records required by the Grantor.

- **Participant Records**

The Subgrantee shall maintain the records required to document the eligibility of any participant who receives services under this Contract. At a minimum, the records shall contain a participant application, eligibility determination and services provided.

- **Accessibility of Records**

All records, fiscal, administrative, and programmatic, shall be available for review, audit or other purposes by the Grantor, the Federal Grantor Agency and the Comptroller General of the United States, or their duly authorized representative, to assure compliance with federal and state laws and regulations and the provisions of this Contract. The Grantor reserves the right to copy any records of this Contract for the purpose of assuring compliance.

- **Maintenance of Records - Period of Retention**

The Subgrantee agrees to maintain all the original fiscal, administrative and programmatic records of this Contract for a period of three (3) years after the ending date of the contract, submission of the final expenditure report or the final resolution of any audits, whichever is the later.

## **PROCUREMENT REQUIREMENTS**

All purchases or leases of goods and services must comply with LA. R.S. 39:1551 *et seq.*, the State Procurement Code, CSBG regulations, and all amendments thereto, unless otherwise allowed by CSBG State Regulations or these clauses. If the Subgrantee's procurement policy or the federal procurement policy is more restrictive; however, the most restrictive policy must be followed.

The Subgrantee may also purchase items directly from the State Contract Bid List.

## **EQUIPMENT**

Subgrantee shall maintain all equipment purchased with CSBG funding, in good working order and limit its use to approved CSBG activities.

- **Inventory**

The Subgrantee shall maintain an inventory for all equipment purchased with CSBG funds that has a unit acquisition cost of \$1,000 or more, as required by Part VII of Title 34 of the Louisiana Administrative Code. Subgrantee shall also maintain an inventory for all electronic equipment purchased with CSBG funds, such as, but not limited to, computers, laptops, and tablets, regardless of the cost. The inventory must include a description of the equipment including the serial number, acquisition cost, and property tag number, which shall be affixed upon receipt to all inventoried equipment. The inventory also must note the location of CSBG equipment. A complete inventory listing all CSBG equipment must be submitted with the annual closeout package. Equipment, which is part of the state inventory of property, will be inventoried in accordance with state requirements.

- **Ownership**

The ownership of equipment purchased with CSBG funds remains with the Subgrantee until termination of the Contract, the Subgrantee ceases to operate, or the equipment is disposed of, whichever occurs first. If this Contract is terminated or the Subgrantee ceases to operate, equipment purchased with CSBG funds will be returned to the Grantor for use in CSBG approved activities.

▪ **Disposal**

Equipment with a unit price of \$1,000 or more may not be disposed of by the Subgrantee without prior written approval from the Grantor. No electronic equipment may be disposed of without written prior approval from the Grantor. Income resulting from the disposal of equipment shall be considered program income and must be used for approved CSBG activities. Equipment purchased prior to December 20, 1995 will be part of the state inventory of property and disposed of in accordance with state property requirements.

**PREVENTION OF FRAUD AND ABUSE**

To ensure the integrity of the CSBG programs, the Subgrantee shall establish, maintain and utilize internal management procedures sufficient to prevent fraud and other program abuses. Fraud is defined as a deliberate action which would result in deceitful practices and intentional misconduct. Abuse means to make wrongful use of or to violate the provisions of the federal and state laws and regulations; the provisions of this Contract, and the policies of the Grantor.

**CONFLICT OF INTEREST**

The Subgrantee shall ensure that no employee of the Subgrantee, no member of its board, nor any person involved in the review and approval of the Contract shall participate in any decisions regarding any activity which would result in monetary gain for that individual, any member of individual's immediate family as defined at L.A.R.S 42:1102, the individual's partners or an organization that employs or is about to employ individual. To the extent applicable, the Subgrantee and its employees shall comply with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 *et seq.*

The Subgrantee certifies that none of its employees or its officers has an interest, direct or indirect, which would conflict with the activities of this Contract, and that no person having such interest shall be employed by the Subgrantee.

The Subgrantee shall require all subcontractors to comply with this clause as a condition of award.

**POLITICAL AND LOBBYING ACTIVITIES**

The Subgrantee shall ensure that no funds provided under this Contract shall be used for any political or lobbying activity. The Subgrantee shall prohibit any activities to provide voters and/or prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity. Programs assisted under the CSBG Act will not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with:

- a. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
- b. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- c. any voter registration activity.

Subgrantee will provide assurances to the effect of the aforementioned prohibition against political activities upon the request of the Grantor.

## **PERSONNEL AND TRAVEL POLICIES**

The Subgrantee shall establish, with its board's approval, personnel and travel policies that comply with the requirements of federal and state laws and regulations and the policies of the Grantor. Travel expenses shall be in accordance with the approved travel policy of the Subgrantee or the Division of Administration, PPM 49 of the State of Louisiana Travel Rules and Regulations.

The Grantor shall reserve the right to review compliance to these policies as a part of the review of the operation of the Contract.

## **INDEPENDENT AGENCY**

The Subgrantee shall operate under this Contract as an independent agency and not as an officer, agency or employee of the Grantor. In no event shall any person employed by the Subgrantee or any subcontractor of the employee be considered to be an employee of the Grantor.

The Grantor shall not be liable to the Subgrantee for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana and no employee of the Subgrantee shall be considered an employee of the Grantor for the purposes of Workers' Compensation coverage.

## **INSURANCE**

The Subgrantee shall maintain insurance policies to provide coverage for employees, motor vehicles and buildings as required below.

### **▪ Vehicles**

The Subgrantee shall maintain and, upon request, furnish proof that all motor vehicles owned and/or leased by the Subgrantee are covered by liability insurance as required by the State of Louisiana. The Subgrantee shall maintain documentation that all motor vehicles used by its employees and/or agents in the performance of duties of this Contract, and reimbursed for travel from this Contract, are covered by liability insurance, at least minimum coverage, as required by Louisiana State law. All insurance policies shall be procured from vendors who are licensed to do business in the State of Louisiana.

### **▪ Workers' Compensation**

Upon request, the Subgrantee will furnish proof to the Grantor that workers compensation insurance coverage is maintained for all the employees of the Subgrantee as required by the State of Louisiana. The Subgrantee may, with prior written approval of the Grantor, maintain a self-insurance program for workers' compensation. Any workers compensation insurance plan must meet the requirements of the laws of the State of Louisiana.

### **▪ Other Insurance**

The Subgrantee shall provide any other insurance for its employees or for participants in the activities under this Contract as required by the State of Louisiana.

### **▪ Duration of Policies**

Insurance policies shall be in effect for the entire period of the Contract. The Grantor shall not be liable for the reimbursement of premiums for coverage that extends beyond the ending date of the Contract.

## **PROGRAM INCOME**

Any income produced as a result of an activity funded under this Contract shall be considered program income. Records shall be maintained to document the amount of income earned and the use of that income.

Program income and monies generated from program income shall be used to offset the cost of the activity that produced the income. Use of program income to fund any other activity which is allowable under the CSBG Act must have the prior written approval of the Grantor.

### **▪ Monitoring**

The Grantor shall monitor the fiscal, administrative and programmatic services and activities in accordance with all federal and state laws, regulations and rules of the grant in the operation of programs under this Contract.

## **AUDITS AND RESOLUTION OF DISALLOWED COSTS**

### **▪ Audits**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Louisiana Workforce Commission Auditors shall have the option of auditing all accounts of the Subgrantee that relates to this Grant. Audits must be conducted in accordance with Office of Management and Budget (OMB), 2 CFR Chapter I, Chapter II, Part 200, et al., Subpart F- Audit Requirements. A copy of this audit must be submitted to the Louisiana Workforce Commission as soon as the audit had been completed so that the Louisiana Workforce Commission may take appropriate action. The audit will be kept on file for review by the Legislative Auditor's Office.

### **▪ Resolution of Audits and Disallowed Costs**

The Subgrantee shall provide the Grantor with information and documentation to refute any questioned and/or disallowed costs within 30 days of the Grantor's request for information. The Grantor shall review the evidence and make a determination to allow or disallow the costs within 30 days after receiving the evidence. The Subgrantee shall be notified in writing of the determination and of the total amount to be repaid by the Subgrantee. Failure to provide the Grantor with the information requested in a timely manner may result in a suspension of funds under this Contract.

### **▪ Repayment of Disallowed Costs**

The Subgrantee shall repay to the Grantor, from funds other than those received from the Grantor, any costs that have been disallowed or make repayments in accordance with an approved repayment plan. All repayment of CSBG funds must be from non-federal resources. Federal funds cannot be used to repay disallowed costs. Failure to repay a disallowed cost or not meet any payment of an approved repayment plan on the due date may result in the suspension of funds under any Contract that may be in operation.



## **CONTRACT AMENDMENTS**

All amendments to this Contract shall be in writing, properly signed by both the Grantor and the Subgrantee, and approved by the Executive Director of Louisiana Workforce Commission or designee. No contract amendment shall be effective until the written amendment to the contract is signed by the Subgrantee and the Grantor and approved by the Executive Director or designee.

The Grantor may unilaterally initiate contract amendments in response to changes in federal funding or changes required by federal or state laws and regulations. The Grantor shall notify the Subgrantee in writing of any changes required in the Contract to reflect changes in funding level or federal or state laws. Unless otherwise requested by the Grantor, the Subgrantee shall prepare the required amendment in the format approved by the Grant; the authorized signatory for Contract shall sign the amendment; and the Subgrantee shall mail the amendment to the Grantor for review, approval and signature.

### **▪ Revisions**

Revisions are changes to the Contract but shall not include changes that increase or decrease the maximum fee. All revisions must be submitted in writing and approved by the Grantor.

## **DISPUTES AND APPEALS**

### **▪ Disputes**

Any disputes which may arise, with the exception of a dispute with procedures for resolution provided for elsewhere in these clauses, shall be in writing to the State Director of the CSBG programs within fifteen (15) days from the receipt of notification of the action causing the dispute. All efforts will be made to resolve the disputes, and the Director shall provide a decision in writing to the Subgrantee within ninety (90) days of the receipt of written notification.

### **▪ Appeals**

In the event the Subgrantee does not agree with the determination of the Director of CSBG, a written appeal may be filed to the Executive Director or designee. The appeal must be in writing, and must be filed within fifteen (15) days after the receipt of a determination from the Director of CSBG programs. The appeal must contain specific information on the reasons for the appeal and description of the relief sought. If an appeal is requested, it will be scheduled and Subgrantee will receive a final determination in a reasonable period of time. Further, Subgrantee may be required to pay reasonable litigation expenses should it lose its appeal.

### **▪ Legal Remedies—Dispute Resolution**

In the event of either party's breach or default, the other party shall be entitled to exercise all rights and pursue all remedies available under Louisiana law. To the extent not inconsistent with the federal laws and regulations governing the CSBG program, any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4

## **CONTRACT TERMINATION AND FUNDING REDUCTIONS**

The Grantor may terminate this contract, in whole or in part, for cause or convenience in compliance with this clause.

#### ▪ **Termination For Cause**

If the State determines that, on the basis of a final decision in a review pursuant to Section 678C of the CSBG Act, that an eligible entity fails to comply with the terms of an agreement, or the State Plan, to provide services under this subtitle or to meet the appropriate standards, goals, and other requirements established by the State (including performance objectives) the State will:

- a. inform the entity of the deficiency to be corrected;
- b. require the entity to correct the deficiency;
- c. offer training and technical assistance –
  1. if appropriate, to help correct the deficiency, and prepare and submit a report to the Secretary of the U.S. Department of Health and Human Services describing the training and technical assistance offered; or
  2. if the State determines that such training and technical assistance are not appropriate, prepare and submit to the Secretary of the U.S. Department of Health and Human Services a report stating the reasons for the determination; and
- d. request a quality improvement plan –
  1. at the discretion of the State (taking into account the seriousness of the deficiency), allow the entity to develop and implement, within 60 days after being informed of the deficiency, a quality improvement plan to correct such deficiency within a reasonable period of time, as determined by the State; and
  2. not later than 30 days after receiving from an eligible entity a proposed quality improvement plan pursuant to subparagraph (1) either approve such proposed plan or specify the reasons why the proposed plan cannot be approved; and
  3. after providing adequate notice and an opportunity for a hearing, initiate proceeding to terminate the designation of or reduce the funding under the Act for the eligible entity unless the entity corrects the deficiency.

#### ▪ **Reduction in Funding for Cause**

In reference to a funding reduction, the term "cause" includes, but not by way of limitation, statewide redistribution of funds under this subtitle to respond to the results of the most recently available census or other appropriate data, the establishment of a new eligible entity, severe economic dislocation, or the failure of an eligible entity to comply with the terms of an agreement or the State Plan or to meet a State requirement, as described in Section 678C of the CSBG Act.

For the purposes of making a determination with respect to a termination, the term "cause" includes, but not by way of limitation, the failure of an eligible entity to comply with the terms of its agreement or a State Plan or to meet the State requirements as described in Section 678C of the CSBG Act.

#### ▪ **Termination for Convenience**

To the extent permitted by the federal laws, regulations and other requirements governing the CSBG program, and subject to the approval of the Executive Director of Louisiana Workforce Commission or his designee, the Grantor or the Subgrantee may terminate this Contract for convenience. Either party shall give a thirty (30) day written notice of the intent to terminate. The Grantor shall be liable only for payment of those services performed prior to the termination date, provided the services comply with federal and state laws and regulations and with the provisions of this Contract.

#### ▪ **Hearings—Contract Termination and Funding Reduction Appeals**

The Grantor shall select hearing officers to function in a quasi-judicial capacity in relation to the hearing process. All hearings shall be conducted in accordance with the Louisiana Administrative Procedure Act, La. R.S. 49:951 *et seq.*, and Grantor's regulations governing the appeal process, Louisiana Administrative Code, Title 40, Part XVII, Section 2901 *et seq.*

The Subgrantee may appeal the decision to the Secretary of the U.S. Department of Health and Human Services within 15 days after the receipt of the decision. If no appeal is filed, the decision is final.

#### **INDEMNIFICATION**

The Subgrantee agrees to indemnify and hold harmless the Grantor from all injury, damage, or destruction of property of the Grantor arising out of all acts of omission, or caused in whole or in part by presumed negligence on the part of the Subgrantee or its officers, agents, employees subcontractors or program participants.

The Subgrantee further agrees to indemnify, hold harmless and defend the Grantor and its officers, agents or employees from all claims and/or suits resulting from the misuse, misapplied or misappropriated funds, which has been determined to result from the activities of the Subgrantee.

#### **AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

In addition, the funding of this Contract is wholly conditioned on the actual receipt of federal funds appropriated under the Community Services Block Grant Act of 1981 by the Grantor. In the event funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, the Grantor reserves the right, at its sole discretion, to suspend or terminate this Contract. The Grantor shall, within a reasonable period of time, notify the Subgrantee, in writing, that the Contract is suspended or terminated. The Grantor shall not be liable for the payment of any work or services after the date of termination and /or suspension of the federal funds. This contract may also be terminated by the Grantor upon 30 days written notice, in accordance with the LAC Title 40, Part XVII, Section 2901 and the Omnibus Budget Reconciliation Act of 1981, Title VI, Subtitle B, Section 676A.

#### **AUDITS BY STATE**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Grantor's auditors shall have the option of auditing all accounts of Subgrantee that relate to this contract.

## **TAXES**

The Subgrantee hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the Subgrantee's obligation under the Federal Tax ID listed on page 1 of this Contract.

## **ASSIGNMENT**

The Subgrantee agrees not to assign or transfer any interest in this Contract without prior written approval of the Grantor, except that monies due, or to become due, under this Contract may be assigned to any bank, trust company, or other financial institutions without such prior written approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor within ten (10) days.

## **NONDISCRIMINATION PROVISIONS**

The Subgrantee agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Subgrantee assures that it will not 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, disabilities or age in any matter relating to employment.

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

## **CERTIFICATIONS**

### **▪ Lobbying**

Under the provisions of the Community Services Block Grant Act, as amended, the representative of the Subgrantee signing this Contract certifies, to the best of his or her knowledge and belief, that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

▪ **Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

Under the provisions of the Community Services Block Grant Act with 1994 Amendments regarding debarment, suspension, and other responsibility matters for primary covered transactions:

- a. The Subgrantee certifies to the best of its knowledge and belief, that it and its principals:
  - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2. have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
  - 4. have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The certification or explanation will be considered in connection with the Grantor’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed with Grantor to determine that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State Government; Grantor may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to Grantor, to whom this Contract is submitted, if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The prospective primary participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Grantor.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by Grantor entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- k. Except for transactions authorized under subsection "f" above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available Grantor may terminate this transaction for cause or default.

## ATTACHMENTS

The following Attachments are incorporated into and made a part of this contract:

- Attachment I: Certification of Authority (public) or Corporate Resolution (private)
- Attachment II: Authorized Signature Sheet

In witness thereof, the parties hereto have executed or approved this Contract agreement with attachment thereto signed on the date(s) noted below.

**LOUISIANA WORKFORCE COMMISSION**

\_\_\_\_\_  
Ava Dejoie  
Executive Director

\_\_\_\_\_  
Date

**Terrebonne Parish Consolidated Government**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: Gordon Dove

Title: Parish President

In witness thereof, the parties hereto have executed or approved this Contract agreement with attachment thereto signed on the date(s) noted below.

**LOUISIANA WORKFORCE COMMISSION**

\_\_\_\_\_  
Ava Dejoie  
Executive Director

\_\_\_\_\_  
Date

**Terrebonne Parish Consolidated Government**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: Gordon Dove

Title: Parish President



## Authorized Signature

LWC/OWD/CSBG Form		Authorized Signatures for Requests for CSBG Funds and Expenditure Reports for FY 2018	
Agency (Name and Address) Terrebonne Parish Consolidated Government  809 Barrow Street, Houma, LA 70360		Issued by: Louisiana Workforce Commission Community Services Block Grant Post Office Box 94094 Baton Rouge, LA 70804-9494	
<b>Name and Title:</b>	<b>Signature:</b>	<b>Authorized to sign:</b>	
Gordon Dove, Parish President		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
Darrel Waire, Director		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
Melanie VanBuren, Human Development Administrator		<input checked="" type="checkbox"/> Requests for CSBG Funds <input checked="" type="checkbox"/> Expenditure Reports	
		_____ Requests for CSBG Funds _____ Expenditure Reports	
I certify that the signature(s) above are of the individuals authorized to request funds and certify expenditures.  _____ SIGNATURE:  Title: Parish President                      Date:		LWC Use Only  Received By: _____  Date: _____	

## Authorized Signature

LWC/OWD/CSBG Form		Authorized Signatures for Requests for CSBG Funds and Expenditure Reports for FY 2018	
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<b>Name and Title:</b>	<b>Signature:</b>	<b>Authorized to sign:</b>	
Gordon Dove, Parish President		<input checked="" type="checkbox"/> Requests for CSBG Funds  <input checked="" type="checkbox"/> Expenditure Reports	
Darrel Waire, Director		<input checked="" type="checkbox"/> Requests for CSBG Funds  <input checked="" type="checkbox"/> Expenditure Reports	
Melanie VanBuren, Human Development Administrator		<input checked="" type="checkbox"/> Requests for CSBG Funds  <input checked="" type="checkbox"/> Expenditure Reports	
		_____ Requests for CSBG Funds  _____ Expenditure Reports	
I certify that the signature(s) above are of the individuals authorized to request funds and certify expenditures.  _____ SIGNATURE:  Title: Parish President                      Date:		LWC Use Only  Received By: _____  Date: _____	

**CERTIFICATION OF AUTHORITY**  
(For Public Agencies)

I Gordon Dove, certify that I am the Parish President  
**Name Title**

for Terrebonne Parish Consolidated Government  
**Agency**

and that Darrel Waire, Director and Melanie VanBuren, Human Development Administrator  
**Name(s) and Title(s)**

has been given the authority to enter into and sign the FY 2018 (10/1/17 – 9/30/19) subgrant with the Louisiana Workforce Commission, to receive and administer the Community Services Block Grant funds for the agency. This authority has been documented by action of the appropriate authority.

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

Gordon Dove  
**(Name)**

Parish President  
**(Title)**

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

**CERTIFICATION OF AUTHORITY**  
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I Gordon Dove, certify that I am the Parish President  
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\_\_\_\_\_  
**(Signature)**

Gordon Dove  
**(Name)**

Parish President  
**(Title)**

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