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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 11, 2017  
6:00 PM

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. Discussion and possible action regarding Zoning in Green Acres.
2. RESOLUTION: Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board and Terrebonne Parish Head Start.
3. RESOLUTION: Authorizing the Parish President to sign the Child Nutrition Program Agreement between Louisiana Department of Education and Terrebonne Parish Head Start.
4. RESOLUTION: Authorizing the Parish President to file an application to amend a grant from

Department of Transportation, United States of America bearing the Federal Award Identification Number LA-2016-021-01 to include funding for Terrebonne Parish Consolidated Government's Fiscal Year 2017 under the Urban Mass Transportation Act of 1964, as amended.

5. RESOLUTION: Authorizing the Parish President to sign the Weatherization Assistance Program contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.
6. RESOLUTION: Authorizing the Parish President to enter into an agreement for the Flood Mitigation Assistance Elevation program to reduce the flood risk for Severe Repetitive Loss properties.
7. RESOLUTION: To loan Disaster In-Fill Housing Program funds to Start Corporation in an amount not to exceed \$150,000.0 for the permanent financing of an affordable single family home located at 401 Morgan Street, Houma, Louisiana.
8. RESOLUTION: To loan Disaster In-Fill Housing Program funds to Options For Affordable Housing in an amount not to exceed \$150,000.00 for the permanent financing of an affordable single family home located at 309 Antoine Street, Houma, Louisiana.
9. RESOLUTION: Calling for a public hearing on Wednesday, October 11, 2017 at 6:30 p.m. per Chapter 11 of the Parish Code of Ordinance, to gather facts, opinions and other input regarding a Waste Storage or Disposal Facility application for a permit to operate at 349 Powhatten Court, Houma, LA 70356, by M.A.R.S. Cleaning Services, LLC, and to address other matters relative thereto.
10. Adjourn

Category Number:  
Item Number:



Monday, September 11, 2017

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, September 11, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, September 11, 2017

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**Item Title:**

Discussion and possible action regarding Zoning in Green Acres

**Item Summary:**

Discussion and possible action regarding Zoning in Green Acres.

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**ATTACHMENTS:**

**Description**

Committee Form Zoning in Green Acres

**Upload Date**

8/31/2017

**Type**

Backup Material

<b>COMMITTEE:</b>	<b>Community Development &amp; Planning Committee</b>
<b>MEETING DATE:</b>	9-11-17
<b>REQUESTED BY:</b>	Councilman Steve Trosclair
<b>TOPIC:</b>	<b>Discussion and possible action:</b> Zoning in Green Acres

**BACKUP INFORMATION: ?**

<b>ATTACHED:</b>	<b>FORTHCOMING:</b>	<b>NOT NEEDED:</b> X at this time
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<b>TO BE PREPARED BY:</b>	
<b>PERSON COMPLETING FORM:</b>	Venita Chauvin
<b>DATE:</b>	9/11/17



Monday, September 11, 2017

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**Item Title:**

2017-2018 Food Service Contract

**Item Summary:**

RESOLUTION: Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board and Terrebonne Parish Head Start.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	8/31/2017	Resolution
EX Summary	8/31/2017	Executive Summary
Agreement	8/31/2017	Backup Material

## Resolution

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

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

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

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

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

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



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
2017-2018 Food Service Contract
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
A food service agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start to prepare meals at five Terrebonne Parish Head Start sites.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To prepare and serve meals at five Terrebonne Parish Head Start sites.
<b>TOTAL EXPENDITURE</b>
\$218,416.00
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
ACTUAL <input type="radio"/> ESTIMATED <input checked="" type="radio"/>
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>
N/A NO <input type="radio"/> YES <input checked="" type="radio"/> IF YES AMOUNT BUDGETED: \$218,416.00

<b>COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)</b>
<input checked="" type="radio"/> PARISHWIDE 1 2 3 4 5 6 7 8 9

*Jeff W. Ward* 8/31/2017  
Signature Date

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TERREBONNE PARISH SCHOOL BOARD  
AND  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT,  
ON BEHALF OF ITS HEADSTART PROGRAM  
For the 2017-2018 School Year**

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**BE IT KNOWN**, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Intergovernmental Agreement is made and entered into, by and between:

**I. THE PARTIES**

- 1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, Louisiana, appearing herein on behalf of its Head Start Program, being represented herein by Gordon E. Dove, its Parish President, by virtue of authority under Terrebonne Parish Council Resolution No. \_\_\_\_\_, a copy of which is attached hereto and incorporated herein and marked as Exhibit A, and whose present mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, (hereinafter “TPCG” or “Sponsor”); and
- 1.2. **TERREBONNE PARISH SCHOOL BOARD**, represented herein by its duly authorized President, Roger Dale Dehart, by virtue of his authority under \_\_\_\_\_ (hereinafter “TPSB” or “Vendor”)

(individually referred to as “Party” and collectively as “Parties”), who, having been duly sworn, enter into this Intergovernmental Agreement (hereinafter “Agreement”) subject to the following terms and conditions, to-wit:

**II. PREAMBLES**

- 2.1. WHEREAS, LA R.S. 33:1324 and 1324.1, also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to exercise such power, including the joint use of personnel necessary to accomplish the purposes of the agreement; and
- 2.2. WHEREAS, Terrebonne Parish School Board has expressed an interest in preparing and serving meals at five Terrebonne Parish Head Start sites;
- 2.3. WHEREAS, the facilities of the Terrebonne Parish Consolidated Government are not adequate for preparing and serving meals to children, the Terrebonne Parish Consolidated Government wishes to contract with the Terrebonne Parish School Board for the preparation and service of meals to children participating in this Program, and the Terrebonne Parish School Board agree to supply approved meals to the Terrebonne Parish Consolidated Government; and
- 2.4. WHEREAS, it is necessary that a Food Service Agreement be executed by Terrebonne Parish School Board and Terrebonne Parish Consolidated Government;

2.5. NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, the parties agree as follows:

### III. SCOPE OF SERVICES

3.1. Terrebonne Parish School Board agrees to prepare and serve meals for the Head Start school year of 2017-2018 to Terrebonne Parish Consolidated Government's Head Start sites according to the terms specified below:

#### HEAD START CENTERS

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

#### SCHOOL CAFETERIA SITES

Lisa Park Elementary School  
Gibson Elementary School  
East Houma School  
Schriever Elementary School  
East Houma School

3.2 The Vendor shall prepare and serve meals (i.e., breakfast, lunch, and p.m. snack) to Sponsor's children at the Head Start sites listed above Monday through Friday (with the exception of the Vendor's and Sponsor's scheduled holidays).

3.1.1. Any changes to the schedule on the Sponsor's part will be given in writing to the Vendor at least two weeks in advance.

3.2. The Vendor will supply meals that meet the following requirements:

3.2.1. Every child in a full-day program will receive breakfast, lunch and a PM snack to provide 50-60% of daily nutritional needs depending on the length of the program.

3.2.2. All children in morning programs who have not received breakfast by the time they arrive, will be served a nourishing breakfast.

3.2.3. Quantities of foods served conform to recommended amounts indicated by the CACFP.

3.2.4. The Vendor will provide disposable plates, cutlery and napkins.

3.3. Applicable Standards

3.3.1. Meals shall comply with all aspects of Chapter 23 of the State Sanitary Code.

3.3.2. Foods served will conform to minimum standards for meal patterns as stated by the Department of Education, Child Adult Care Food Program Guidelines (CACFP) and in the Food Buying Guide for Child Nutrition Programs.

3.3.3. The Vendor will provide to the Sponsor, Child Nutrition (CN) labeling, if necessary, to determine its contribution toward meal pattern requirements. Additional acceptable/non-acceptable meal components are attached.

3.3.4. Addendums may be added to this contract should any requirements change according to the Child Adult Care Food Program Guidelines during the contract period, subject to the agreement by all parties hereto.

3.4. Meal Pattern Requirements. The U.S. Department of Agriculture Food and Nutrition Service's Food Buying Guide for Child Nutrition Programs should be used for determining meal pattern requirements for breakfast, lunch and snacks. Meal pattern requirements are listed below and can be found in the USDA Food Buying Guide in the introduction, on pages I-17, I-19, and I-23. Copies of these pages are attached to this agreement.

3.5. BREAKFAST:

SERVE ALL THREE COMPONENTS FOR A REIMBURSABLE BREAKFAST

Food Components and Food Items	Children Ages 3 -5
<b>Milk</b> Fluid Milk	6 fl oz (1 cup)
<b>Vegetable or Fruit</b> Full strength juice, fruit, and/or vegetable	1/2 cup
<b>Grains/Breads</b> Bread <i>or</i> Cornbread or biscuit or roll or muffin <i>or</i> Cold dry cereal <i>or</i> Cooked cereal grains <i>or</i> Cooked pasta or noodles	1/2 slice 1/2 serving 1/3 cup or 1/2 oz 1/4 cup 1/4 cup

3.6. LUNCH:

SERVE ALL THREE COMPONENTS FOR A REIMBURSABLE LUNCH

Food Components and Food Items	Children Ages 3 - 5
<b>Milk</b> Fluid Milk	6 fl oz (3/4 cup)
<b>Vegetable or Fruit</b> <i>Two or more servings of vegetables and/or fruits</i> Juice, Fruit and or vegetable	1/2 cup total
<b>Grains/Breads</b> Bread <i>or</i> Cornbread or biscuit or roll or muffin <i>or</i> Cooked cereal grains <i>or</i> Cooked pasta or noodles	1/2 slice 1/2 serving 1/4 cup 1/4 cup
<b>Meat/Meat Alternate</b> Lean meat or poultry or fish or Alternate protein products Cheese or Egg (large) or Cooked dry beans or peas or Peanut or other nut or seed butters or Nuts and/or seeds or Yogurt	1-1/2 oz 1-1/2 oz 1-1/2 oz 3/4 large egg 3/8 cup 3 Tbsp 3/4 oz = 50% 6 oz or 3/4 cup

3.7. SNACKS:

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK

Food Components and Food Items	Children Ages 3 - 5
<b>Milk</b> Fluid Milk	4 fl oz (1/2 cup)
<b>Vegetable or Fruit</b> Full strength juice, fruit and/or vegetable	1/2 cup
<b>Grains/Breads</b> Bread <i>or</i> Cornbread or biscuit or roll or muffin <i>or</i> Cold dry cereal <i>or</i> Cooked cereal grains <i>or</i> Cooked pasta or noodles	1/2 slice 1/2 serving 1/3 cup or 1/2 oz 1/4 cup 1/4 cup
<b>Meat/Meat Alternate</b> Lean meat or poultry or fish or Alternate protein products Cheese or Egg (large) or Cooked dry beans or peas or Peanut or other nut or seed butters or Nuts and/or seeds or Yogurt	1/2 oz 1/2 oz 1/2 oz 1/2 large egg 1/8 cup 1 Tbsp 1 oz 2 oz or 1/4 cup



3.8. Menus

- 3.8.1. Menus will be supplied to the Head Start Sites for verification of compliance to the above.
- 3.8.2. The Sponsor shall have the right to make changes to menu for reasons of noncompliance only.
- 3.8.3. Menus will be supplied by the Vendor in advance to the Sponsor for review.

3.9. Transportation

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

3.10. On-Site Monitoring Visits.

- 3.10.1. The Sponsor is required by CACFP regulations to conduct on-site monitoring visits. These visits will be unannounced.

3.11. Daily Meal Count Schedule. The Sponsor agrees to provide final meal counts daily to the Vendor's designee according to the following schedule:

- 3.11.1. Final Lunch and PM Snack counts are due no later than 9:00 AM on the day of service.
- 3.11.2. Breakfast counts will remain the same each day of service.
- 3.11.3. This number will be the total number of children plus two (2) extra meals for spillage or "seconds" for the children.
- 3.11.4. Meal charges will be based on counts provided at deadline at the discretion of the Cafeteria Manager.

3.12. Inspection

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

3.13. Sanitation Requirements

- 3.13.1. The Vendor will have a state or local health certificate for the facility in which it proposed to prepare meals for use in the program to ensure that health and sanitation requirements are met at all times.
- 3.13.2. The Vendor will make available upon request within 48 hours of service, samples of all meal components served to local authorities to determine bacterial levels. These levels shall conform to the standards applied by the local health authority with respect to the level of bacteria that may be present in meals served by other food service establishments in the locality.
- 3.13.3. The Vendor will supply to the Sponsor a copy of each current and approved Sanitation reports.

3.13.4.

3.14. Management of Facilities

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

3.15. Vendor Certification

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

**IV. PAYMENT TERMS**

4.1. CONSIDERATION

In consideration of services described above, Sponsor hereby agrees to pay Vendor and Vendor agrees to accept payment in accordance as follows:

- 4.1.1. Payment for all meals provided to the Sponsor shall not exceed the total amount of \$ 7.25 per day per participant.
- 4.1.2. Payment shall be made in accordance with the pricing of each meal as follows:

Breakfast	\$2.15 per day/per participant
Lunch	\$4.25 per day/per participant
Snack	\$0.87 per day/per participant

4.2. PAYMENTS

- 4.2.1. Payment Structure. Vendor shall submit monthly invoices to Sponsor by the fifth (5<sup>th</sup>) working day of each month for work performed in accordance with this Agreement. The invoices shall include, as backup, copies of the check stubs issued to Vendor for the period covering the invoice, and each invoice shall account for credits to Sponsor.
- 4.2.2. Mail Invoice to:
- Terrebonne Parish Consolidated Government's Head Start Program  
Attention: Diane S. Powell  
809 Barrow Street  
Houma, LA 70360
- 4.2.3. Inspection and Audit of Work. Sponsor shall retain the right to inspect and audit Vendor's work to determine the accuracy of any invoices submitted.
- 4.2.4. Payment Due Date. Payment of undisputed amount owed is to be made within thirty (30) days after receipt of properly executed invoice.

- 4.2.5. Taxes. Each price included in this Section is inclusive of all applicable taxes. Sponsor is exempt from all state and local sales and use taxes, and Sponsor shall not be obligated to pay any amount over and above the applicable price(s).

4.3. OTHER CONSIDERATION.

- 4.3.1. Additional Costs and Expenses. No additional costs or expenses incurred by Vendor in performance of this Agreement shall be reimbursed or paid by the Sponsor unless agreed upon in writing by the parties.
- 4.3.2. Disbursements under this agreement will be allowed only for expenditures occurring between and including the date of execution of this Agreement by all parties through the date of expiration or termination of this Agreement.
- 4.3.3. The consideration paid herein shall be for the entire agreement.

**V. TERM**

- 5.1. This agreement shall be for a term of one (1) school year commencing from the first full day of school, August 8, 2017 and ending at midnight on the last day of school on May 23, 2018.

**VI. INDEMNIFICATION**

6.1. The Sponsor agrees to defend, indemnify, save and hold harmless the Vendor, its departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), damages sought, suffered by any person or persons, which may occur or in any way grow out of any wrongful act or omission of Vendor, its agents, servants, employees, or assigns, except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence or fault of Sponsor, and in the event of joint and concurrent negligence of both Vendor and Sponsor, 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 the parties under Louisiana law and without waiving any defenses of the parties hereto; and, Sponsor 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.

6.2. The Vendor agrees to defend, indemnify, save and hold harmless the Sponsor, its departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), damages sought, suffered by any person or persons, which may occur or in any way grow out of any wrongful act or omission of Sponsor, its agents, servants, employees, or assigns, except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence or fault of Vendor, and in the event of joint and concurrent negligence of both Vendor and Sponsor, 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 the parties under Louisiana law and without waiving any defenses of the parties hereto; and, Vendor 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.

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

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

**VII. INSURANCE**

For the duration of this Agreement, Sponsor agrees to maintain, at its sole cost and expense, the following insurance:

- 7.1. Comprehensive General Liability Insurance. Sponsor shall maintain general liability coverage with a \$6,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
- 7.2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
- 7.3. Workers' Compensation and Employers Liability: Sponsor shall maintain Workers' Compensation at limits as required by the Labor Code on the State of Louisiana and Employers Liability coverage.
- 7.4. Vendor shall be named as an additional insured and be granted a waiver of subrogation by the insurance carrier in the policies providing such coverage.
- 7.5. Sponsor shall provide a Certificate of Insurance, evidencing such insurance coverage, to Vendor prior to the commencement date of this Agreement.
- 7.6. Said insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana.
- 7.7. Said insurance shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by Sponsor without thirty (30) days prior-written notice by certified mail, return receipt requested, to Vendor.
- 7.8. In the event the above insurance coverage is subject to deductible clauses, Sponsor agrees to bear full costs of such deductibility.

## **VIII. REMEDIES FOR DEFAULT**

- 8.1. Should either the Vendor or the Sponsor at any time violate any of the conditions or parts of this Agreement, the said Agreement shall be in default.
- 8.2. Should the Sponsor lose funding for its program for any reason during the period of this agreement, the said agreement shall in effect be cancelled and no further payments by the Sponsor will be made for provisions of this agreement other than that which was incurred up to the time of cancellation.
- 8.3. In the event of default by either the Vendor or Sponsor, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited injunctive relief and all remedies allowed under Louisiana contractual law.

## **IX. NOTICES**

- 9.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed as follows:

9.1.1. AS TO THE VENDOR:

9.1.2. AS TO THE SPONSOR:

Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

With a copy to:

Head Start Administrator  
TPCG Housing and Humans Services Department

809 Barrow Street  
Houma LA 70360

#### **X. FORCE MAJEURE**

10.1. 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.

#### **XI. NO WAIVER**

11.1. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

#### **XII. ASSIGNMENT**

12.1. Neither party shall assign its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

#### **XIII. ENTIRE AGREEMENT/AMENDMENT**

13.1. 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.

#### **XIV. COMPLIANCE WITH LAWS**

14.1. 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.

#### **XV. SEVERABILITY**

15.1. 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.

#### **XVI. FISCAL FUNDING (NON-APPROPRIATION) CLAUSE**

16.1. 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 the Sponsor 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 Vendor, its successors or assigns for any further payments.

#### **XVII. DISCRIMINATION CLAUSE**

17.1. Vendor 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 Vendor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Vendor 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. The Vendor acknowledges and agrees that any act of unlawful discrimination committed by Vendor, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

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

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

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

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

## **XVIII. RECORD RETENTION**

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

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

## **XIX. RELATIONSHIP BETWEEN THE PARTIES**

19.1. The Vendor is engaged by the Sponsor for the purposes set forth in this contract. The relationship between the Contractor and the Sponsor shall be, and only be, that of an independent contractor and the Vendor shall not be construed to be an employee, agent, partner of, or in joint venture with, the Sponsor. Notwithstanding, the Sponsor shall be a third-party beneficiary of any contracts between the Contractor and its subcontractors with regard to the Work herein.

## **XX. LEGAL COMPLIANCE**

20.1. The parties 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.

## **XXI. TERMINATION**

21.1. This agreement shall be terminated under any or all of the following conditions:

21.1.1. Termination by Consent. By written mutual agreement and consent of the parties hereto.

21.1.2. Termination for Cause. For cause by either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

**XXII. SIGNATURES OF THE PARTIES**

22.1. **THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

<b>WITNESSES:</b>	<b>TERREBONNE PARISH CONSOLIDATED GOVERNMENT</b>
_____	<b>BY:</b> _____
<b>Printed Name:</b> _____	<b>GORDON E. DOVE PARISH PRESIDENT</b>
_____	
<b>Printed Name:</b> _____	

\_\_\_\_\_  
**NOTARY PUBLIC**

27.2 **THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

<b>WITNESSES:</b>	<b>TERREBONNE PARISH SCHOOL BOARD</b>
_____	<b>BY:</b> _____
<b>Printed Name:</b> _____	<b>ROGER DALE DEHART PRESIDENT</b>
_____	
<b>Printed Name:</b> _____	

\_\_\_\_\_  
**NOTARY PUBLIC**



Monday, September 11, 2017

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**Item Title:**

Child Nutrition Program Permanent Agreement

**Item Summary:**

RESOLUTION: Authorizing the Parish President to sign the Child Nutrition Program Agreement between Louisiana Department of Education and Terrebonne Parish Head Start.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	8/31/2017	Resolution
EX Summary	8/31/2017	Executive Summary
Agreement	8/31/2017	Backup Material



## Resolution

Resolution Authorizing the Parish President to sign the Child Nutrition Program Agreement between Louisiana Department of Education and Terrebonne Parish Head Start, a program in the Department of Housing and Human Services within Terrebonne Parish Consolidated Government.

WHEREAS, Louisiana Department of Education's Child Nutrition Program has expressed an interest in working in conjunction with Terrebonne Parish Consolidated Government's Head Start Program for reimbursement of meal costs associated with feeding the children enrolled in the Head Start Program;

WHEREAS, the Head Start Program must enter an agreement with the Department of Education's Child Nutrition Program to obtain reimbursement for meals served to the children enrolled in the Head Start Program;

WHEREAS, it is necessary that the Child Nutrition Program's Permanent Agreement be executed by Louisiana Department of Education and Terrebonne Parish Consolidated Government;

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign the Louisiana Department of Education's Child Nutrition Program and authorize representatives of the Head Start Program to sign certifications to enter into this permanent agreement for reimbursement of meal costs.



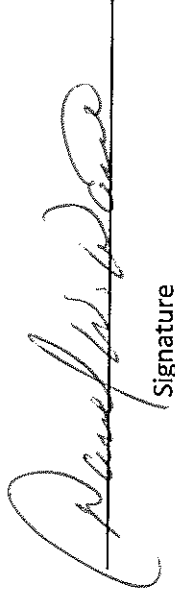
## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

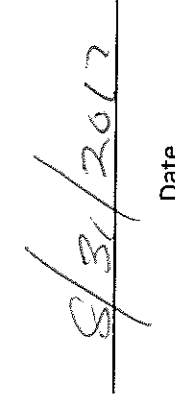
<b>PROJECT TITLE</b>
2017-2018 Louisiana Department of Education's Child Nutrition Program's Permanent Agreement
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
The Child Nutrition Program Agreement between Louisiana Department of Education and Terrebonne Parish Head Start.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To obtain reimbursement for meals served to the children enrolled in the Head Start Program.
<b>TOTAL EXPENDITURE</b>
N/A
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
ACTUAL ESTIMATED
<b>IS PROJECT READY BUDGETED: (CIRCLE ONE)</b>
N/A NO YES IF YES AMOUNT BUDGETED: N/A

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



Signature



Date



Child Nutrition Programs  
Louisiana Department of Education

PERMANENT AGREEMENT

Catalog of Federal Domestic Assistance (CFDA) Federal # 10.553, 10.555, 10.556, 10.558, 10.559, 10.582

FEDERAL TAX ID	<u>72-6001390</u>	AGREEMENT NUMBER	<u>2004-04-518-1968</u>
TAX STATUS <i>Please choose the appropriate status below</i>		PARISH	<u>Terrebonne</u>
<input checked="" type="checkbox"/> Non-Profit Public (Government) <input type="checkbox"/> School Board <input type="checkbox"/> Residential <input type="checkbox"/> Charter <input type="checkbox"/> Non-Profit Military <input type="checkbox"/> Non-Profit Private <input type="checkbox"/> Residential <input type="checkbox"/> Private School <input type="checkbox"/> Diocesan Affiliate <input type="checkbox"/> Other Church Affiliate <input type="checkbox"/> For Profit Organizations		NAME AND ADDRESS OF INSTITUTION (Same Name and Address as Tax Letter)  <u>Terrebonne Parish Consolidated Government</u>  <u>P.O. Box 2768</u>  <u>Houma, LA.70361-2768</u>	
		(Area Code) TELEPHONE	<u>(985)873-6798</u>
		(Area Code) FAX NUMBER	<u>(985)873-6880</u>

[hereinafter referred to as Institution, Organization, Sponsor, School, and Residential Child Care Institution (RCCI)] do hereby enter into agreement to receive funds provided by the National School Lunch Act (NSLA) and the Child Nutrition Act (CNA), as amended, and as administered by the United States Department of Agriculture (USDA) hereinafter referred to as the Department, through the Child Nutrition Programs (CNP) administered by the Louisiana State Department of Education, hereinafter referred to as State Agency. This agreement applies to participation, as approved through annual applications for the following CNPs:

	CFDA
School Breakfast Program (SBP), 7 CFR Part 220	10.553
National School Lunch Program (NSLP), 7 CFR Part 210	10.555
Special Milk Program (SMP), 7 CFR Part 215	10.556
Child and Adult Care Food Program (CACFP), 7 CFR Part 226	10.558
Summer Food Service Program (SFSP), 7 CFR Part 225	10.559
Fresh Fruit and Vegetable Program (FFVP)	10.582

In order to carry out the purpose of the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 as amended, and the regulations governing the Child Nutrition Program issued thereunder (7 CFR Part 210, 215, 220, 225, 226, and 245), the Louisiana Department of Education (hereinafter referred to as the State Agency) and the Institution, whose name and address appear above, agree to the following terms and conditions.

## STATE BOARD OF ELEMENTARY AND SECONDARY EDUCATION

**Mr. James D. Garvey, Jr.**  
President  
1st BESE District

**Ms. Sandy Holloway**  
3rd BESE District

**Dr. Gary Jones**  
5th BESE District

**Dr. Holly Buffy**  
Vice President  
7th BESE District

**Mr. Thomas Roque**  
Member-at-Large

**Ms. Doris Voitier**  
Member-at-Large

**Ms. Kira Orange Jones**  
Secretary-Treasurer  
2nd BESE District

**Mr. Tony Davis**  
4th BESE District

**Ms. Kathy Edmonston**  
6th BESE District

**Ms. Jada Lewis**  
8th BESE District

**Dr. Lurie Thomason**  
Member-at-Large

For additional information, please contact the Division of Nutrition Support at (225) 342-3720.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

The Louisiana Department of Education (LDOE) does not discriminate on the basis of sex in any of the education programs or activities that it operates, including employment and admission related to such programs and activities. The LDOE is required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations not to engage in such discrimination. LDOE's Title IX Coordinator, Robert Fruge, Attorney 4, LDOE,; P.O. Box 94064, Baton Rouge, LA 70804-9064; 877-453-2721 or [customerservice@la.gov](mailto:customerservice@la.gov). All inquiries pertaining to LDOE's policy prohibiting discrimination based on sex or to the requirements of Title IX and its implementing regulations can be directed to Robert Fruge, Attorney 4, or to the USDE, Asst. Sec. for Civil Rights.

**Louisiana Believes**

POST OFFICE BOX 94064 | BATON ROUGE, LA 70804-9064 | 1.877.453.2721 | [WWW.LOUISIANABELIEVES.COM](http://WWW.LOUISIANABELIEVES.COM)

## THE INSTITUTION

The Institution, regardless of tax status, agrees to comply with the applicable regulations for its designated programs in 7 CFR Parts 210, 215, 220, 225, 226, as well as 7 CFR Parts 240, 245 and 250, as amended; the Uniform Federal Assistance Regulations (7 CFR Part 3015 as amended), 7 CFR Parts 3017 and 3018, regarding debarment/suspension and lobbying, the Uniform Administrative Requirements 7 CFR Parts 3016 and 3019, Financial Management Instructions (796-1, 796-2, 796-4), as applicable, all USDA instructions and policies, Office of Management and Budget Circulars (A-87, A-122), as applicable, Contract Cost Principles and Procedures, and Audits of State, Local Governments, and Non-Profit Organizations 7 CFR Part 3052, as amended, 2 CFR Part 200, Louisiana Revised Statutes 24:513 State Audit Requirements, State laws, policies and procedures and SFSP Financial Management Guidance, as applicable and as amended by the State Agency. The Institution further agrees to perform as described in its application (including its Policy statement/Management Plan and supporting documents, and approved amendments to the application) for participation in the designated program.

The Institution accepts final administrative and financial responsibilities for food service operations in each school, summer feeding site, residential child care facility (RCCI), and CACFP home or facility operated or sponsored by the Institution. The responsibility includes any audit exceptions or payment deficiency in the program covered by this agreement, and all subcontracts hereunder, which are found after monitoring or auditing by the State Agency or USDA and will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

The Institution submits for the State Agency's approval only those applications for sites which have delegated the authority for the administration of food service operations to the Institution, or which have executed subagreements with the Institution for the administration of food services operations.

The Institution agrees to maintain appropriate records to document compliance with CNP requirements, including but not limited to approved: agreements, applications, application revisions, budgets, budget amendments/revisions, management plans, and records on facility operations.

The Institution (individually and on behalf of their sub-agreement parties) agrees to, upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at any time. All records must be maintained on a daily basis and available on site for review.

The Institution agrees to keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by the State Agency. The records and documents must be retained for three (3) years from the date of the final claim for reimbursement for the fiscal year to which they pertain. If any litigation, claim, or audit involving these records begins before such period expires, the Institution will keep the records and documents for not less than three (3) years after all litigation, claims or audit findings are resolved. A case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the State Agency and the Institution. The Institution will keep records of non-expendable property acquired under the agreement for three (3) years after final disposition of the property.

The Institution agrees to allow the State Agency and USDA officials and other appropriate officials determined by the State Agency to inspect facilities and records and to audit, examine, and copy records at any reasonable time, including access to all records of costs paid, even in part, by the State Agency.

The Institution agrees to establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the Department's right of access to recipient case records or other information relating to clients served under this agreement.

The Institution agrees to comply with the statutory and regulatory requirements and restrictions on the disclosure and use of information obtained from an application for free and reduced price meals, as well as the criminal penalties for improper release of information, as outlined Section 9(b)(6) of the NSLA (42 U.S.C. 1758(b)(6)).

The Institution, in accordance with 7 CFR Parts 210.9 (b)(17), 215.7 (d)(7), 220.7(e)(13), 225.15 (c)(1), 226.10 (c), Louisiana Revised Statutes (R.S.24:513) and Louisiana Administrative Code (LAC 28:XLIX), agrees to compile data, maintain records, and submit reports as required. The Institution will give/provide to the State Agency, USDA officials, and other appropriate officials,

determined by the State Agency, unrestricted access to its records pertaining to the CNP to ascertain compliance and enforcement of CNP laws, regulations, policies, instructions and requirements for program operations, including all records of CNP costs paid or reimbursed, even in part, by the State Agency, and any other records or documents to support CNP operations and expenditures. The Institution will provide all reasonable comfort and facility to audit, examine, and copy CNP records during the normal working hours of the State Agency and on days for which claims will be made for meals served.

The Institution acknowledges and agrees, by accepting this agreement, that violation of this agreement, including failure to adhere to the records and program access requirements, and failure to permanently correct deficiencies will give the State Agency and USDA the right to terminate program participation for breach of agreement and/or failure to comply with Federal program requirements in accordance with 7 CFR Parts 210.9, 210.25, 210.26, 215.7, 220.7, 220.19, 225.6, and 226.6, declare the institution, its facilities, and any responsible principal or responsible individual to be seriously deficient in CNP operations, thereby making those ineligible to participate in any Child Nutrition Program, and/or assess financial sanctions against the institution.

The Institution hereby agrees that it will comply with Act 290 of the 2011 Regular Session which requires any entity that receives state or local assistance through the Louisiana Department of Education to send a letter to the Legislative Auditor notifying the Auditor's Office of the individual or firm that is responsible for preparing and submitting the entity's financial report.

The Institution hereby agrees that it must obtain and provide to the State Agency through application to a Child Nutrition Program a Data Universal Numbering System (DUNS) number, also known as a unique entity identifier, and maintain an active registration in the System Award Management (SAM) system, in accordance with 2 CFR Section 25.

The Institution agrees to maintain a financial management system as prescribed by the State Agency, or FNSRO where applicable.

The Institution agrees to claim reimbursement only for the type of meals specified in the agreement/application and approved by the State Agency.

The Institution agrees to comply with the requirements of the Department's regulations regarding nondiscrimination as stated in 7 CFR Parts 15, 15 (a), and 15 (b).

The Institution agrees to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations in the storage, preparation, and service of food.

The Institution agrees that it will not operate a food service without first having a valid permit to operate from the state health officer, in accordance with Louisiana Administrative Code, Title 51, Public Health-Sanitary Code, Part XXIII, Chapter 5: (501)

The Institution agrees to State requirements. Nothing contained in this part shall prevent a State agency from imposing additional requirements for participation in the USDA Child Nutrition Programs which are not inconsistent with the provisions of Federal and State regulations.

#### **NATIONAL SCHOOL LUNCH PROGRAM (NSLP)**

The Institution agrees to maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in 7 CFR Part 210.14 (a) and the limitations on any competitive school food service as set forth in 7 CFR Part 210.11 (b).

The Institution agrees to limit its net cash resources to an amount that does not exceed three (3) months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR Part 210.19 (a).

The Institution agrees to maintain a financial management system as prescribed under 7 CFR Part 210.14 (c).

The Institution agrees to comply with the requirements of the Department's regulations regarding financial management in accordance with 7 CFR Part 3015, 7 CFR Part 3016, 7 CFR Part 3019 and 2 CFR Part 200 as applicable.

The Institution agrees to serve lunches during the lunch period, which meet the minimum requirements prescribed in 7 CFR Part 210.10.

The Institution agrees to price the lunch as a unit.

The Institution agrees to serve lunches free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals under 7 CFR Part 245.

The Institution agrees to claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR Part 210.

The Institution agrees that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR Part 210.8 governing claims for reimbursement.

The Institution acknowledges that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR Part 210.25.

The Institution acknowledges that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR Part 210.26 shall apply.

The Institution agrees to count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency.

The Institution agrees to submit Claims for Reimbursement in accordance with 7 CFR Part 210.8.

The Institution agrees to comply with the requirements of the Department's regulations regarding nondiscrimination as stated in 7 CFR Part 15, 15 (a), and 15 (b).

The Institution agrees to make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.

The Institution agrees to enter into an agreement to receive donated foods as required by 7 CFR Part 250.

The Institution agrees to maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations.

The Institution agrees to accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the State Agency.

The Institution agrees to maintain necessary facilities for storing, preparing and serving food.

Facilities Management 7 CFR Part 210.13

Health Standards:

- The school food authority shall ensure that food storage, preparation, and service is in accordance with the sanitation and health standards established under State and local law and regulations.

Food Safety Inspections:

- In general, schools shall, at least twice during each school year, obtain a food safety inspection conducted by a State or local governmental agency responsible for food safety inspections, as outlined in 7 CFR Part 210.13.

Storage:

- The school food authority shall ensure that the necessary facilities for storage, preparation, and service of food are maintained. Facilities for the handling, storage, and distribution of purchased and donated foods shall be such as to properly safeguard against theft, spoilage, and other loss.

The Institution agrees to maintain files of currently approved and denied free and reduced price applications, respectively, and

the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP), Food Distribution Program for Households on Indian Reservations (FDPIR) or Temporary Assistance for Needy Families (TANF). In Louisiana this is referred to as Family Independence Temporary Assistance Program (FITAP).

If the applications and/or documentation are maintained at the school food authority level, they shall be readily retrievable by school.

The Institution agrees to retain the individual applications for free and reduced price lunches and meal supplements submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified in 7 CFR Part 210.9 (b)(17).

The Institution agrees to (no later than March 1, 1997, and no later than December 31 of each year thereafter), provide the State Agency with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The State Agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State Agency. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

#### **NSLP – AFTER SCHOOL CARE REQUIREMENTS**

Those school food authorities with eligible schools, as defined in 7 CFR Part 210.10 (n)(1), that elect to serve meal supplements during afterschool care programs shall agree to the following terms and conditions.

The Institution agrees to serve meal supplements which meet the minimum requirements prescribed in 7 CFR Part 210.10.

The Institution agrees to price the meal supplement as a unit.

The Institution agrees to serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR Part 245.

The Institution agrees to charge no more than the price determined and allowed by USDA, for a reduced price meal supplement, if charging for meals.

The Institution agrees to claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement.

The Institution agrees to claim reimbursement for no more than one meal supplement per child per day.

The Institution agrees to review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.

The Institution agrees to comply with all requirements of 7 CFR Part 210, except that claims for reimbursement need not be based on "point of service" meal supplement counts as required by 7 CFR Part 210.9 (b)(9).

#### **FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)**

It is mutually agreed between the State Agency and Institution that:

The Institution agrees that the funds will only be used for the purposes authorized by Section 4304 of the Food, Conservation, and Energy Act of 2008 (Public Law 110-234).



The Institution agrees to abide by all the requirements for administering the Program as stated in Section 4304 of the Food, Conservation, and Energy Act of 2008 (Public Law 110-234).

The Institution agrees to provide funds to the approved school(s) for FFVP under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirements.

The Institution agrees that the schools identified in FFVP will implement the program in accordance with the plan outlined in the signed School Profile for the Fresh Fruit and Vegetable Program.

This Agreement is non-transferable.

Neither the State Agency nor the Institution has an obligation to renew this agreement.

Neither the State Agency nor the Institution has an obligation to renew the annual application.

#### **SPECIAL MILK PROGRAM (SMP)**

Any school or nonprofit child care institution shall receive the Special Milk Program upon request, provided it does not participate in a meal service program authorized under the Child Nutrition Act of 1966 or the National School Lunch Act; except that schools with such meal service may receive the Special Milk Program upon request only for the children attending split-session kindergarten programs who do not have access to the meal service. Each school food authority or child-care institution shall make written application to the State Agency, or Food and Nutrition Service Regional Office (FNSRO), where applicable, for any school or child-care institution in which it desires to operate the Program, if such school or child care institution did not participate in the Program in the prior fiscal year.

Any School Food Authority or child care institution participating in the Program may elect to serve free milk to children eligible for free meals. Upon application for the Program, each School Food Authority or child care institution shall be required by the State agency, or FNSRO where applicable, to state whether or not it wishes to provide free milk in the schools or institutions participating under its jurisdiction and if it so wishes to provide free milk, shall also submit for approval a free milk policy statement which, if for a school, shall be in accordance with 7 CFR Part 245 or, if for a child care institution, shall be in accordance with 7 CFR Part 215.13 (a).

The application shall include information in sufficient detail to enable the State agency, or FNSRO where applicable, to determine whether the School Food Authority or child care institution is eligible to participate in the Program and extent of the need for Program payments.

Each school food authority or child care institution approved to participate in the program shall enter into a written agreement with the State Agency or FNSRO, as applicable, that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency to suspend or terminate the agreement in accordance with 7 CFR Part 215.16. If a single State Agency administers any combination of the Child Nutrition Programs, that State Agency shall provide each School Food Authority with a single agreement with respect to the operation of those programs. Such agreement shall provide that the School Food Authority or child care institution shall, with respect to participating schools and child care institutions under its jurisdiction comply with the following:

The school or nonprofit child care institution agrees to operate a nonprofit milk service. However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a school food authority under this part to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.).

The school or nonprofit child care institution agrees to (if electing to provide free milk) serve milk free to all eligible children, at times that milk is made available to non-needy children under the Program, and make no discrimination against any needy child because of his inability to pay for the milk.

The school or nonprofit child care institution agrees to comply with the requirements of the Department's regulations regarding nondiscrimination as stated in 7 CFR Parts 15, 15 (a), and 15 (b).

The school or nonprofit child care institution agrees to claim reimbursement only for milk as defined in 7 CFR Part 215.2 and in accordance with the provisions of 7 CFR Part 215.8 and 215.10.

The school or nonprofit child care institution agrees to submit Claims for Reimbursement in accordance with 7 CFR Part 215.10 and procedures established by the State Agency or FNSRO, where applicable.

The school or nonprofit child care institution agrees to retain the individual applications for free milk submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

### **SCHOOL BREAKFAST PROGRAM (SBP)**

A school which also either participates in the National School Lunch Program or only receives donations of commodities for its nonprofit lunch program under the provisions of part 250 (commodity only school) shall apply the same set of eligibility criteria so that children who are eligible for free lunches shall also be eligible for Free breakfasts and children who are eligible for reduced price lunches shall also be eligible for reduced price breakfasts.

The Institution agrees to obtain a minimum of two food safety inspections per school year conducted by a State or local governmental agency responsible for food safety inspections. The Institution agrees to maintain a nonprofit school food service as set forth in 7 CFR Part 220.13 (i).

The Institution, in accordance with the financial management system established under 7 CFR Part 220.13 (i), agrees to use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided to a school food authority under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.).

The Institution agrees that revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings.

The Institution agrees to limit its net cash resources to an amount that does not exceed three (3) months average expenditure for its nonprofit school food service or such other amount as may be approved by the State Agency.

The Institution agrees to observe the limitations on any competitive food service as set forth in 7 CFR Part 220.12 and applicable state law.

The Institution agrees to serve breakfasts which meet the minimum requirements prescribed in 7 CFR Part 220.8, during a period designated as the breakfast period by the school.

The Institution agrees to price the breakfast as a unit.

The Institution agrees to supply breakfast without cost or at reduced price to all children who are determined by the School Food Authority to be unable to pay the full price thereof, in accordance with the free and reduced price policy statements approved under 7 CFR Part 245.

The Institution agrees to make no discrimination against any child because of his inability to pay the full price of the breakfasts.

The Institution agrees to claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement. The Institution agrees to submit Claims for Reimbursement in accordance with 7 CFR Part 220.11 and procedures established by the State Agency, or FNSRO, where applicable.

The Institution agrees to maintain in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations.

The Institution agrees to purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by the State Agency, where applicable.

The Institution agrees to accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.

The Institution agrees to maintain necessary facilities for storing, preparing, and serving food.

The Institution agrees to retain the individual application for free and reduced price breakfasts submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain.

#### **SUMMER FOOD SERVICE PROGRAM (SFSP)**

The Sponsor agrees to operate a nonprofit food service during the period specified as follows: from May through September for children on school vacation; at any time of the year in the case of sponsors administering the Program under a continuous school calendar system; or during the period from October through April if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety, or other issues, labor-management disputes, or when approved by the State agency, a similar cause.

The Sponsor agrees to offer meals which meet the requirements and provisions set forth in 7 CFR Part 225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children.

The Sponsor agrees to serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.

The Sponsor agrees to issue a free meal policy statement in accordance with 7 CFR Part 225.6 (c).

The Sponsor agrees to meet the training requirement for its administrative and site personnel, as required under 7 CFR Part 225.15 (d) (1).

The Sponsor agrees to claim reimbursement only for the type of meals specified in the agreement/application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type of meals specified in the approved agreement/application and served without charge to children who meet the Program's income standards. The agreement/application shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR Part 225.6 (d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State Agency.

The Sponsor agrees to submit claims for reimbursement in accordance with procedures established by the State Agency, and those stated in 7 CFR Part 225.9.

The Sponsor agrees to accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the Department.

The Sponsor agrees to have access to facilities necessary for storing, preparing, and serving food.

The Sponsor agrees to maintain on file documentation of site visits and reviews in accordance with 7 CFR Part 225.15 (d)(2) and (3).

The Sponsor agrees to maintain children on site while meals are consumed.

The Sponsor understands and certifies that all advance funds will be used for SFSP purposes only and that the amount advanced will be returned to the Department of Education in the form of a reduction of the first claim for reimbursement following the advance.

The Sponsor agrees that, upon demand of the State agency, the sponsor shall repay any advance Program payments in excess of the amount cited on a valid claim for reimbursement (including unearned advance program payments resulting from claim denials).

## **CHILD AND ADULT CARE FOOD PROGRAM (CACFP)**

The Institution agrees to submit all information required for approval of its CACFP application for participation in accordance with 7 CFR Parts 226.6(b) (application approval), 226.6(f) (annual requirements), 226.15-20 (operational provisions), and 226.23 (free and reduced price meals). The Institution also agrees to maintain Free and Reduced Price (F/RP) Meal Applications for all participants claimed as free or reduced, except in Family Day Care Home Food Program (FDCHFP), where the applicable procedures for tiering will be followed and documented as required in 7 CFR 226.6 (f)(1)(viii)(E). However, for all participants who do not have an approved F/RP Meal Application on file, a completed Annual Enrollment Form must be on file

The Institution must be financially viable, administratively capable, and have established internal controls to ensure Program accountability in accordance with Public Law (P.L.) 106-224, 7 CFR Part 226.6(b)(1)(xviii), and 7 CFR Part 226.6(b)(2)(xvii) Performance Standards.

The Institution represents and warrants that it will accept final financial and administrative responsibility for all CACFP/FDCHFP operations at all approved facilities/homes under its sponsorship and will not contract out for management of CACFP.

The Institution agrees to train all designated staff, including but not limited to, administrators and food service staff on recordkeeping, meal patterns, portion-size requirements, maintenance of accurate meal counts, reimbursement process, and claim submission. Written documentation of training sessions and method(s) used to evaluate participants' knowledge will be maintained on file for review. The Institution bears full responsibility for meeting CACFP training needs of staff, including the scheduling of such training on the State Agency's CACFP website and informing the State Agency when additional assistance is required. The Institution understands that failure to provide or attend adequate training sessions will result in noncompliance and a declaration of serious deficiency, thereby jeopardizing the Institution's CACFP participation.

The Institution agrees to comply with state licensing criteria for child and adult day care centers, and state and local health/sanitation and fire/safety requirements for at-risk afterschool and emergency/homeless shelter institutions, and to ensure that all facilities under its sponsorship are in compliance with these requirements.

The Institution agrees to employ an appropriate number of monitoring staff commensurate with the characteristics of the facilities served. The Institution agrees to conduct two (2) of the three (3) annually required monitoring reviews unannounced and at least one (1) unannounced review must include the observation of a meal service. All institutions are required to conduct facility monitoring as stated in the schedule for monitoring food service in the approved Sponsor Application/Management Plan.

The Institution agrees to notify parents of basic program information and include the non-discrimination policy with procedures for filing a civil rights complaint on any materials given to the parents.

The Institution must have policies in place that include a compensation plan, a nondiscrimination policy with procedures for filing a civil rights complaint, policies that address outside employment when it interferes with Program responsibilities, and policies for critical program functions.

The CACFP Sponsor further agrees to employ an appropriate number of monitoring staff sufficient to ensure the operations of the FDCHFP and to meet the ratio of monitor to facilities set for the in 7 CFR Part 226.16 (b)(I) and CACFP-DCH-03-14.

The CACFP Sponsor agrees to comply with all provisions pertaining to serious deficiencies and terminations of providers as set forth in 7 CFR Part 226.16 (I) and CACFP-DCH-03-14.

## **CACFP - AT-RISK AFTER SCHOOL INSTITUTION**

The Institution agrees to offer educational or enrichment activities after school for school-aged children through 18 years of age.

The Institution agrees to claim meals and/or snacks only during the regular school year for those children with documented enrollment and attendance.

The Institution agrees to maintain daily documentation including menus, menu worksheets, and attendance/meal counts at the point of meal service for each meal and/or snack served to eligible children.

The Institution agrees to offer meals and/or snacks to all participating children at no charge and claim reimbursement at the free rate for only one meal and/or snack per child per day.

#### **CACFP - EMERGENCY SHELTER/HOMELESS INSTITUTION**

The Institution agrees to temporarily house and provide meals and/or snacks to children and their parents.

The Institution agrees to serve residential children up to age 18 years and children with disabilities at any age.

The Institution agrees to claim reimbursement at the free rate for meals and/or snacks provided to eligible residential children without further application (breakfast, lunch and supper or two meals and one snack per child per day).

The Institution agrees to serve all meals and/or snacks claimed for reimbursement in a congregate setting and not claim meals and/or snacks consumed in the private family quarters. (EXCEPTION: Meals and/or snacks may be claimed for infants, from birth to age 11 months, who are served in the private family quarters of an emergency shelter.)

The Institution agrees to document the difference between residential children and children who are served meals and/or snacks as "walk-ins."

The Institution agrees that it will not charge or collect payments for meals and/or snacks served to eligible residential children.

The Institution agrees to maintain daily documentation including menu worksheets, enrollment and attendance, and meal counts at the point of meal service for each meal and/or snack served to eligible children.

#### **THE STATE AGENCY**

The State Agency will review all Institution applications for NSLP, SMP, SBP, SFSP and/or CACFP participation and notify the Institution of its application status in accordance with 7 CFR Parts 210.9, 215.7, 220.7, 225.6, and 226.6.

The State Agency agrees to provide reimbursement for eligible meals served, to the extent that funds are available, if the Institution's application and agreement for SBP, NSLP, SMP, SFSP and/or CACFP participation has been approved and signed by both the Institution and the State Agency.

The State Agency agrees to provide SBP, NSLP, SMP, SFSP and/or CACFP funds to reimburse participating institutions at the current Congressional rate for meals that meet the USDA requirements, meal types specified in the agreement, and meals that are served to eligible, enrolled participants that are supported by appropriate documentation.

The State Agency, USDA and other State or Federal officials, in accordance with 7 CFR Parts 210.18, 210.19, 215.11 (b), 220.13 (f) (4), 225.7 (d)(2), and 226.6(m), have the right to make announced and unannounced reviews of the Institution and/or its facilities as needed to ascertain compliance with NSLP, SMP, SBP, SFSP and CACFP regulations and all other State and Federal laws, policies, instructions, and requirements established for program operations, in accordance with 7 CFR Parts 210, 215, 220, 225, and 226. These visits will be conducted at the discretion of the State Agency during the institution's normal working hours of CNP operations, and anyone conducting such reviews will have photo identification that identifies their association with their employing agencies.

The State Agency will disallow, in writing, any portion of a claim for reimbursement and recover any payment to an Institution that is determined, as a result of reviews, audits or other compliance monitoring procedures, not properly payable under applicable Federal and State laws, regulations and policies.

The State Agency must provide technical and supervisory assistance to Institutions and facilities to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with all applicable Federal requirements.

The State Agency shall inform the Institution of its right to request a review of records and/or an appeal of decisions made by the State Agency, which affects the Institution's participation in any CNP Program or the Institution's claim for reimbursement. If the Institution appeals the State Agency's action to recover identified questioned costs or overclaims, collection will not be pursued until the hearing official renders a decision.

The State Agency will, subject to the State and Federal appropriation and availability to the State Agency of sufficient funds for

the applicable program, make program payments to the Institution in accordance with the terms of this agreement. No reimbursement shall be made for performance under this agreement occurring prior to the beginning effective date of this agreement or a later date established by the State Agency based on the date of receipt of a fully executed copy of this agreement. Any payments owing to the Institution under this agreement will be applied toward elimination of the Institution's indebtedness to the State, until the indebtedness or delinquency is paid in full. This clause does not apply if Federal law requires payment to be made to the Institution for goods and services provided in support of any of the USDA child and adult nutrition programs, and may not apply if Federal law conditions the receipt of the money for these goods or services to the State on the basis of payment being made to the Institution.

#### **THE STATE AGENCY AND THE INSTITUTION MUTUALLY AGREE**

The State Agency and the Institution mutually agree to comply with and meet all responsibilities and requirements set forth in 7 CFR Part 210, NSLP; 7 CFR Part 215, SMP; 7 CFR Part 220, SBP; 7 CFR Part 225, SFSP; 7 CFR Part 226, CACFP; and/or all other State and Federal laws, regulations, policies, instructions and requirements established for these Programs.

The State Agency and the Institution mutually agree to comply with Federal Grants Management Requirements for USDA Entitlement Programs as applicable in accordance with Federal regulations:

- 7 CFR Part 3015 Uniform Federal Assistance Regulations (applies to CNP operated by public and non-governmental institutions if not specifically covered in 7 CFR Parts 3016 and 3019 and 2 CFR Part 200.
- 7 CFR Part 3016 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (applies to CNP except where inconsistent with Federal statute or regulations) and 2 CFR Part 200.
- 7 CFR Part 3017 Debarment and Suspension and Drug Free Workplace and 2 CFR Part 200
- 7 CFR Part 3018 Restrictions on Lobbying and 2 CFR Part 200
- 7 CFR Part 3019 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (applies to CNP except where inconsistent with Federal statute or regulations) and 2 CFR Part 200.

Any of the above regulations can be accessed at <https://www.gpo.gov/fdsys/search/home.action> or by contacting the State Agency. Changes in this web address will be noted on the State Agency's website or can be obtained by contacting the State Agency.

The State Agency and the Institution mutually agree that all payments shall be processed through Electronic Fund Transfer (EFTs). The Institution ensures that a business checking account shall be established at a financial institution that accepts ACH credit files.

The State Agency and the Institution mutually agree that this agreement shall be governed under the laws of the State of Louisiana. Venue of any suit resulting from this agreement shall be limited to the Nineteenth Judicial District court, East Baton Rouge Parish.

The State Agency and the Institution mutually agree that "Notice means a letter sent by certified mail, return receipt (or the equivalent private delivery service), by facsimile, or by email, that describes an action proposed or taken by a State agency or FNS with regard to an institution's Program reimbursement or participation. Notice also means a letter sent by certified mail, return receipt (or the equivalent private delivery service), by facsimile, or by email, that describes an action proposed or taken by a sponsoring organization with regard to a day care center's participation. The notice must specify the action being proposed or taken and the basis for the action, and is considered to be received by the institution or day care center when it is delivered, sent by facsimile, or sent by email. If the notice is undeliverable, it is considered to be received by the institution, responsible principal, or responsible individual, or day care center five days after being sent to the addressee's last known mailing address, facsimile number, or email address."

The State Agency and the Institution mutually agree that it is the Institution's full responsibility to verify that the email listed on the current, signed Agreement or Agreement Amendment with the Louisiana Department of Education, Division of Nutrition Support (State Agency), is in working order at all times.

Regarding the Summer Food Service Program, the State Agency and the Institution mutually understand that, in accordance with USDA's approval of the Louisiana Department of Education's waiver request to use the definition of "Notice" as it appears in the

aforementioned definition of "Notice" as defined in 7 CFR Part 226.2 of the Child and Adult Care Food Program regulations (July 12, 2013 proposed rule issued in the Federal Register, pages 41861 and 41866).

### **ELECTRONIC SUBMISSION**

The Institution certifies that any and all claims for reimbursement or other program documents electronically submitted under the user identification for the aforementioned Institution are submitted by an Institution employee authorized by the Institution administrator. To ensure the integrity of the secured user identification assigned to the Institution, it is the Institution's responsibility to protect the integrity of the password used with the user identification to access the State Agency's CNP electronic applications. The Institution further certifies that an Institution's representative created the password. It is the Institution's privilege to change this password at any time and it is the Institution's responsibility to change it if the Institution suspects the integrity of the password has been compromised.

The Institution is responsible for any and all requests for funding submitted through CNP's electronic application under the assigned user identification issued to the Institution and, should the Institution receive any payment from State Agency that has not been authorized by the Institution as being true, correct, and valid in all respects, the amount of said payment, will be returned to State Agency within three (3) business days of receipt.

Furthermore, the Institution will be fully responsible for any excess amounts which may result from erroneous or neglectful reporting therein and understands that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal Statutes.

### **TERMINATION**

This agreement may be terminated for convenience if either the State Agency or the Institution agrees that the continuation of any Program would not produce beneficial results commensurate with the further expenditure of funds.

Termination procedures shall be in accordance with regulations.

Whenever it is determined by the State Agency that the Institution has failed to conduct this Program in accordance with 7 CFR Part 210, 7 CFR Part 215, 7 CFR Part 220, 7 CFR Part 225, 7 CFR Part 226 and other applicable State and Federal laws, regulations, policies, instructions, supplemental requirements imposed by the State Agency or the conditions of this Agreement, the State Agency reserves the right to terminate this Agreement immediately. A written notice shall be provided indicating the reason(s) for termination.

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **CERTIFICATIONS**

The Institution hereby certifies that the Institution, its facilities, authorized representatives, and/or board members have not been convicted of any activity that occurred during the past seven (7) years that indicated a lack of business integrity or constituted a criminal offense (fraud, antitrust, bribery, falsification or destruction of records, making false statements or claims, receipt of stolen property, obstruction of justice, or any other activity defined by the State Agency disqualified from USDA Child Nutrition Program participation, debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency during the past seven (7) years), as such status would prohibit the applicant's participation in any Child Nutrition Program.

The Institution will include language concerning suspension, debarment, ineligibility or voluntary exclusion of any prospective subcontractor in its request for proposal documents and require signature certifications from any subcontractor bidding \$25,000 or more as stipulated in 7 CFR Part 3017 and 2 CFR Part 200.

The Institution hereby certifies that it accepts final financial and administrative responsibility for management of an effective food service for all Child Nutrition Program operations at all facilities under its sponsorship and will not contract out management responsibilities.

The Institution hereby certifies that it agrees to have data available on family size and income for all participants whose meals will be reported as free or reduced price, and assures the State Agency that these meals meet the prescribed eligibility criteria.

The Institution hereby certifies that it will claim reimbursement only for meals that meet USDA requirements applicable to the approved meal type and are served to eligible, enrolled participants.

The Institution hereby certifies that it will make all benefits of the CNP available to all eligible participants without regard to race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

The Institution hereby certifies that approved food service facilities have the capability for the meal service planned for the number of participants anticipated to be served.

The Institution hereby certifies that it agrees to comply with Federal audit requirements (expenditures greater than \$750,000 in a fiscal year or as amended by the Federal government) as mandated by Office of Management and Budget Circular A-133, and USDA 7 CFR Part 3052 and 2 CFR Part 200. The Institution will submit two copies of required audit reports to the State Agency within nine (9) months of the close of the Institution's fiscal year. The Institution will comply with State audit requirements as mandated in Louisiana Revised Statutes (R.S. 24:513), as applicable.

The Institution hereby certifies that it agrees to repay any financial obligation upon request, as a result of financial sanctions assessed by audits or reviews of the Child Nutrition Programs. All Child Nutrition Sponsors who have failed to comply with repayment, and who have unpaid and/or delinquent financial obligations assessed by the State Agency, through a Notice of Proposed Action (NPA) will be referred to the Department of Justice (DOJ) for collection. All accounts referred to the DOJ Collections Section shall be subject to collection fees of thirty-three and one-third percent (33-1/3%), or other amount negotiated between DOJ and LDOE. The collection fees are in addition to the unpaid obligation due at the time of payment.

The Institution hereby certifies that it agrees to abide by all requirements regarding collection fees and once a referral of an unpaid and /or delinquent obligation is made to the DOJ, there will be no negotiation with the State Agency; all future correspondence related to the unpaid and/or delinquent obligation must be submitted to the DOJ Collections Section.

#### **NON DISCRIMINATION CLAUSE**

The Program applicant hereby agrees and assures that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), all provisions required by the implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42, and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, be excluded from participation, be denied benefits, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS, and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By this assurance, the Institution agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Institution, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signature(s) appear below are authorized to sign this assurance on the behalf of the Institution.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of



Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Institution by USDA. This includes any Federal agreement, arrangement or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, cash assistance for purchase or rental of food service equipment, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

#### **FEDERAL LOBBYING**

This Institution certifies, to the best of its knowledge and belief, that:

(1) No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Institution shall require that the language of this certification be included in the award documents for all sub-awards (exceeding \$100,000 in Federal funds, or as stipulated in 7 CFR Part 3018 and 2 CFR Part 200 at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Code. 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.

#### **NONAPPROPRIATION CLAUSE**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Legislature. If the Legislature fails to appropriate sufficient funding to provide for the continuation of the Agreement, 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **INDEMNIFICATION**

The Institution agrees that the State Board of Elementary and Secondary Education (BESE), and the Department of Education have no responsibility for any health and safety issues resulting from the operation of the USDA Child Nutrition Programs.

The Institution agrees to fully indemnify, hold harmless, and defend the State of Louisiana, BESE, and the Department of Education, their officers, directors, agents, contractors, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought, made against, or incurred by the State, BESE, or the Department of Education arising from the institution's operation of any Child Nutrition Program and/or any activities related to the Institution's Child Nutrition Program.

The Institution agrees that at all times it will maintain full responsibility for health and safety issues resulting from the operation of its Child Nutrition Program. The Institution agrees that it is not acting as the agent of, or under the direction and control of BESE, the Department of Education or the State of Louisiana, and that BESE, the Department of Education, and the State of Louisiana do not assume liability for any loss or injury resulting from the acts or omissions of the Institution's agents or employees.

The Institution agrees that BESE, the Department of Education, and the State of Louisiana are not liable for the debts or financial obligations of the Institution.

The Institution acknowledges that the State of La, BESE, and DOE have no responsibility or control over the health and safety issues in the operation of FDCHFP Provider's programs, and that it is the exclusive responsibility of the Institution to monitor and inspect Provider's program operations. It is also the FDCHFP Sponsor's exclusive responsibility to take action, as permitted in the applicable regulation, if a health or safety issue comes to its attention.

#### **PENALTIES**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under programs provided by this agreement, whether received directly or indirectly from the Department, shall, if such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than five (5) years or both; or, if such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than one (1) year or both. Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from the Department, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties.

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Terrebonne Parish Consolidated Government

BOARD CHAIRMAN / OWNER

(Must Complete)

Gordon

(Print: First Name)

Dove

(Print: Last Name)

Parish President

(Title)

04/05/1957

(Date of Birth – mm/dd/yyyy)

P. O. Box 2768

(Mailing Address)

Houma

(City)

LA

(State)

70360

(Zip Code)

gdove@tpcg.org

(Email Address)

(985)873-6401

(Phone Number)

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

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

---

AUTHORIZED REPRESENTATIVE (required)

(Must be an Employee, Board Member, or Owner/Head of the Organization)

Diane

(Print: First Name)

Powell

(Print: Last Name)

Authorized Representative

(Title)

10/07/1964

(Date of Birth – mm/dd/yyyy)

809 Barrow Street

(Mailing Address)

Houma

(City)

LA

(State)

70360

(Zip Code)

dpowell@tpcg.org

(\*Email Address to be used as official address)

(985)580-7273

(Phone Number)

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

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

---

Terrebonne Parish Consolidated Government

**SUPERINTENDENT/HEAD OF ORGANIZATION/EXECUTIVE DIRECTOR**

**(Must Complete)**

I certify that I understand and accept that these assurances are binding on the Institution, its successors, transferees, and assignees as long as it receives Federal financial assistance. These assurances are given in consideration of and for the purpose of obtaining any and all Federal financial assistance available to operate the CNP for which the Institution is eligible in reliance upon the representations made in this agreement. The person whose signature appears below is authorized to sign this assurance on behalf of the Institution. This agreement supersedes any prior agreement for participation in one of the Federal Child Nutrition Programs, listed herein, within the Louisiana State Department of Education.

As head of the organization, I certify that the organization has authorized the person listed as "Authorized Representative", who is an employee, board member or owner of the organization, to act on behalf of the organization, including all aspects of administration of the federal child nutrition programs.

I understand that any updates to this agreement may be provided through the annual on-line program application process and the institution will have the opportunity to review any such updates prior to accepting and applying for continued participation in the Child Nutrition Programs.

I also understand and agree that the email address listed as that of the Authorized Representative will be used to send the user name and password to the Authorized Representative to access the CNP Web Site and should be maintained in a secure manner. As the email address of record, it will be used to send all State Agency official correspondence. The Institution's telephone number, as provided on page one of this agreement, must be in operation during normal business hours.

The information in this Agreement is true and correct to the best of my knowledge, including the name and mailing address of the Institution. I understand that this information is hereby given in connection with the receipt of Federal funds; that the State Agency personnel may, for cause, verify information; and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

Darrel W.

(Print: First Name)

Waire

(Print: Last Name)

Executive Director

(Title)

06/27/1961

(Date of Birth – mm/dd/yyyy)

809 Barrow Street

(Mailing Address)

Houma

(City)

LA

(State)

70360

(Zip Code)

dwwaire@tpcg.org

(Email Address)

(985)873-6798

(Phone Number)

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

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

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**EFFECTIVE DATES OF AGREEMENT (To be completed by State Agency)**

This Agreement shall be effective beginning \_\_\_\_\_ and shall be a permanent agreement unless terminated as herein provided.

**APPROVED BY:** \_\_\_\_\_  
Director, Division of Nutrition Support (Date)



Monday, September 11, 2017

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**Item Title:**

Transit - 2017 Urban Grant Amendment

**Item Summary:**

RESOLUTION: Authorizing the Parish President to file an application to amend a grant from Department of Transportation, United States of America bearing the Federal Award Identification Number LA-2016-021-01 to include funding for Terrebonne Parish Consolidated Government's Fiscal Year 2017 under the Urban Mass Transportation Act of 1964, as amended.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/1/2017	Executive Summary
Resolution	9/1/2017	Resolution
Backup Material	9/1/2017	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

A resolution authorizing the Parish President to file an application to amend a grant from Department of Transportation, United States of America bearing the Federal Award Identification Number LA-2016-021-01 to include funding for Terrebonne Parish Consolidated Government's Fiscal Year 2017 under the Urban Mass Transportation Act of 1964.

### PROJECT SUMMARY (200 WORDS OR LESS)

It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, that Terrebonne Parish Consolidated Government give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements.

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

General transportation of persons in and around Terrebonne Parish is both necessary and convenient to the public health, welfare, and safety.

### TOTAL EXPENDITURE

None

### 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

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Mike Toups

Signature

August 31, 2017

Date

## RESOLUTION NO.

A resolution authorizing the Parish President to file an application to amend a grant from Department of Transportation, United States of America bearing the Federal Award Identification Number LA-2016-021-01 to include funding for Terrebonne Parish Consolidated Government's Fiscal Year 2017 under the Urban Mass Transportation Act of 1964, as amended.

WHEREAS, general transportation of persons in and around Terrebonne Parish is both necessary and convenient to the public health, welfare and safety, and

WHEREAS, privately-owned public transportation facilities that are or may be in operation in and around Terrebonne Parish are inadequate, and it is impossible for existing operators of privately owned transportation facilities to render necessary service with adequate resulting return on investment of capital, and

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program, and

WHEREAS, the contract for financial assistance will impose certain obligations upon Terrebonne Parish Consolidated Government, including the provision by it of the local share of the project costs, and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, that Terrebonne Parish Consolidated Government give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder, and

WHEREAS, it is the goal of the Terrebonne Parish Consolidated Government that minority business enterprises be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority business enterprises shall have the maximum feasible opportunity to compete for contracts when procuring supplies, equipment contracts, or consultant and other services.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that:

1. The Parish President is authorized to submit and execute a grant amendment on behalf of the Terrebonne Parish Consolidated Government with the U.S. Department of Transportation, to aid in the financing of planning, capital, and/or operating assistance projects pursuant to Section 5307 and 5309 of the Urban Mass Transportation Act of 1964, as amended.
2. The Parish President is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. The Department of Public Works is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for this project.
4. The Parish President is authorized to set forth and execute affirmative minority business policies in connection with the program of project and budgets procurement needs.
5. The Parish President is authorized to execute grant agreements on behalf of the Terrebonne Parish Consolidated Government with the U.S. Department of Transportation for aid in financing of the planning, capital, and/or operating assistance program of projects and budgets.

BE IT FURTHER RESOLVED, that all resolutions in conflict herewith are hereby repealed.



**Department of Public Works  
Public Transit Division**

Voice: (985) 850-4616

Fax: (985) 850-4619

## Memorandum

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Date: August 31, 2017

To: Mike Toups, Public Works Director

From: Wendell Voisin, Public Transit Administrator

Subject: Authorizing Resolution to Amend Current Grant

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Please find enclosed an application to amend FTA grant LA-2016-021-01 to add funding for TPCG's fiscal year 2017. The amounts added are consistent with the Parish's approved 2017 budget.

To move the application forward we need to get an authorizing resolution to execute the amendment.

Thank you for your assistance in this matter.



# DOT

# FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

<b>Federal Award Identification Number (FAIN)</b>	LA-2016-021-01
<b>Temporary Application Number</b>	6043-2016-1
<b>Application Name</b>	Houma Terrebonne Parish Section 5307 FY 2013/2014 Good Earth Transit
<b>Application Status</b>	In-Progress
<b>Application Budget Number</b>	0

## Part 1: Recipient Information

**Name: Terrebonne Parish Consolidated Government**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
6043	County Agency	HOUMA TERREBONNE PARISH CONSOL. GOVT.	045774333

Location Type	Address	City	State	Zip
Headquarters	8026 MAIN ST STE 300	HOUMA	LA	703603407
Physical Address	809 BARROW ST	HOUMA	LA	70360
Mailing Address	809 BARROW ST	HOUMA	LA	70360

## Union Information

<b>Union Name</b>	NONE
<b>Address 1</b>	
<b>Address 2</b>	
<b>City</b>	
<b>State</b>	
<b>Zipcode</b>	00000
<b>Contact Name</b>	

Telephone	
Fax	00000
E-mail	
Website	

## Part 2: Application Information

### Title: Houma Terrebonne Parish Section 5307 FY 2013/2014 Good Earth Transit

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
LA-2016-021-01	In-Progress	Grant	7/25/2017	7/25/2017	No

#### Application Start Date

8/5/2016

#### Application End Date

#### Application Executive Summary

Provide Capital, Planning, Operating, and Preventative Maintenance for Good Earth Transit, the urban transit bus system operating in the Houma/Thibodaux Metropolitan Area. This grant is applying for the remaining portion of Houma's FY2013 Section 5307 apportionment in the amount of \$782,328. This grant is also applying for a portion of Houma's FY2014 apportionment in the amount of \$537,949, leaving \$1,389,855 not obligated.

Award Start Date: 1/1/2016

Award End Date: 12/31/2017

"This Application does NOT include funds for Research and/or Development Activities."

"Indirect Costs Will NOT be applied to this application and its scope of work." Houma Terrebonne Parish is a direct recipient of Section 5307 funds and LADOTD authorized Houma Terrebonne Parish to apply for the FY 13 and FY 14 small urban apportionments. Split letters attached.

#### Frequency of Milestone Progress Reports (MPR)

Annual

#### Frequency of Federal Financial Reports (FFR)

Annual

#### Does this application include funds for research and/or development activities?

No Selection Made

#### Pre-Award Authority

This award is not using Pre-Award Authority.

#### Does this application include suballocation funds?

No Selection Made

#### Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

No Selection Made

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Application Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Coats		sharon.coats@dot.gov	817-978-0552
Wendell	Voisin	Public Transit Administrator	wvoisin@tpcg.org	9858504616

**Application Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$2,564,405
Local			\$1,543,576
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$4,107,981</b>

**Application Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
LA-2016-021-01-01	114-00 BUS: SUPPORT EQUIP AND FACILITIES (114-A1)	\$80,000.00	\$20,000.00	\$100,000.00	0
LA-2016-021-01-01	11.42.08 ACQUIRE - ADP SOFTWARE	\$80,000.00	\$20,000.00	\$100,000.00	0
LA-2016-021-117-	OTHER CAPITAL ITEMS	\$456,166.00	\$114,642.00	\$570,808.00	0

01-01	00 (BUS) (117-A3)						
LA-2016-021-01-01	11.7A.00	PREVENTIVE MAINTENANCE	\$456,166.00	\$114,642.00	\$570,808.00	0	
LA-2016-021-01-01	300-00 (300-A4)	OPERATING ASSISTANCE	\$653,055.00	\$653,055.00	\$1,306,110.00	0	
LA-2016-021-01-01	30.09.01	UP TO 50% FEDERAL SHARE	\$653,055.00	\$653,055.00	\$1,306,110.00	0	
LA-2016-021-01-01	442-00 (442-A2)	METROPOLITAN PLANNING	\$131,056.00	\$32,764.00	\$163,820.00	0	
LA-2016-021-01-01	44.21.00	PROGRAM SUPPORT ADMINISTRATION	\$131,056.00	\$32,764.00	\$163,820.00	0	
LA-2016-021-01-P3	117-00 (117- )	OTHER CAPITAL ITEMS (BUS)	\$548,403.00	\$137,101.00	\$685,504.00	1	
LA-2016-021-01-P3	11.7A.00	PREVENTIVE MAINTENANCE	\$548,403.00	\$137,101.00	\$685,504.00	1	
LA-2016-021-01-P3	300-00 (300- )	OPERATING ASSISTANCE	\$549,444.00	\$549,444.00	\$1,098,888.00	1	
LA-2016-021-01-P3	30.09.01	UP TO 50% FEDERAL SHARE	\$549,444.00	\$549,444.00	\$1,098,888.00	1	
LA-2016-021-01-P3	442-00 (442- )	METROPOLITAN PLANNING	\$146,281.00	\$36,570.00	\$182,851.00	1	
LA-2016-021-01-P3	44.21.00	PROGRAM SUPPORT ADMINISTRATION	\$146,281.00	\$36,570.00	\$182,851.00	1	

## Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

## Part 3: Project Information

**Project Title: 2016 Good Earth Transit Capital, Operating, and Preventative Maintenance**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
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LA-2016-021-01-01

6043-2016-1-P2

7/25/2017

1/1/2016

12/31/2017

**Project Description**

This project will fund the ongoing operation of the Good Earth Transit System. It includes capital funding to develop and implement a real time passenger information system platform for public transit riders in the Houma/Thibodaux Urbanized Area.

**Project Benefits**

The residents of the Houma/Thibodaux Urbanized Area will benefit from the continued operation of the fixed route and paratransit system in Houma and the City of Thibodaux providing access to jobs, healthcare, and educational opportunities. The capital funding will benefit bus passengers in that they will have the ability to better plan their trips using real time bus location information. Additionally, the transit system may benefit as well from the capital investment, because the real time information system will make bus travel a more attractive option for a younger "smart phone" generation of ridership.

**Additional Information**

Award Start Date: (1/1/2016)

Award End Date: (12/31/2017)

"This Application does NOT include funds for Research and/or Development Activities."

"Indirect Costs Will NOT be applied to this application and its scope of work"

**Location Description**

This project will fund public transportation in Houma and Thibodaux Louisiana.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
223410	Houma, LA

**Congressional District Information**

State	District	Representative
Louisiana	1	Steve Scalise
Louisiana	6	Garret Graves

**Project Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,320,277
Local			\$820,461
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal	\$0
Transportation Development Credit	\$0
<b>Total Eligible Cost</b>	<b>\$2,140,738</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
LA-2016-021-01-01	114-00 BUS: SUPPORT EQUIP AND FACILITIES (114-A1)	\$80,000.00	\$20,000.00	\$100,000.00	0
LA-2016-021-01-01	11.42.08 ACQUIRE - ADP SOFTWARE	\$80,000.00	\$20,000.00	\$100,000.00	0
LA-2016-021-01-01	117-00 OTHER CAPITAL ITEMS (BUS) (117-A3)	\$456,166.00	\$114,642.00	\$570,808.00	0
LA-2016-021-01-01	11.7A.00 PREVENTIVE MAINTENANCE	\$456,166.00	\$114,642.00	\$570,808.00	0
LA-2016-021-01-01	300-00 OPERATING ASSISTANCE (300-A4)	\$653,055.00	\$653,055.00	\$1,306,110.00	0
LA-2016-021-01-01	30.09.01 UP TO 50% FEDERAL SHARE	\$653,055.00	\$653,055.00	\$1,306,110.00	0
LA-2016-021-01-01	442-00 METROPOLITAN PLANNING (442-A2)	\$131,056.00	\$32,764.00	\$163,820.00	0
LA-2016-021-01-01	44.21.00 PROGRAM SUPPORT ADMINISTRATION	\$131,056.00	\$32,764.00	\$163,820.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.42.08 - ACQUIRE - ADP SOFTWARE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

### Extended Budget Description

Develop a passenger information system based on the existing fare collection hardware. Provide one

internet website, one smartphone application, one dispatchers website, and one SMS texting system for next bus information. Funding requested from the FY 2014 Apportionment.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$80,000
Local			\$20,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$100,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	12/31/2016	Sign IGA with South Central Planning and Development Corp. to develop software applications.
End Date	12/31/2017	IGA software development agreement complete, and software fully functional.

**Budget Activity Line Item: 44.21.00 - PROGRAM SUPPORT ADMINISTRATION**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.21.00	PROGRAM SUPPORT ADMINISTRATION	METROPOLITAN PLANNING	0

**Extended Budget Description**

Program Support and Administration - Planning expenses for fiscal year 2016. Planning efforts include but are not limited to the increase in safety, access, management, connectivity, and the preservation of the existing transportation system. Funding requested in the amount of \$129,273.00 from the FY 2013 apportionment and \$1,783.00 from the FY 2014 apportionments.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$131,056



Local	\$32,764
Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
<b>Total Eligible Cost</b>	<b>\$163,820</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2016	
End Date	12/31/2017	

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	0

**Extended Budget Description**

2016 Preventative Maintenance - This line item funding will provide personnel, tools, parts and other items as necessary to maintain the Good Earth Transit system's rolling stock and other system assets in safe and proper operational condition.

Good Earth Transit system will expend 1% or more of its FTA funding for safety and security in this line item on an annual maintenance contract with a vendor who will provide service and replacement of video surveillance system components as necessary to maintain the functionality of the systems installed in the transit system's rolling stock.

Funding requested from the FY 2014 Apportionment.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$456,166
Local			\$114,642
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

<b>Total Eligible Cost</b>	<b>\$570,808</b>
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<b>Milestone Name</b>	<b>Est. Completion Date</b>	<b>Description</b>
Start Date	1/1/2016	
End Date	12/31/2017	

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

<b>Scope Name / Code</b>	<b>Line Item #</b>	<b>Custom Item Name</b>	<b>Activity</b>	<b>Quantity</b>
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

**Extended Budget Description**

Operating Assistance - This line item will provide a portion of the funding needed to continue the operation of the Good Earth Transit fixed route and paratransit bus services in the Houma/Thibodaux metropolitan area. Funding requested from the FY 2013 Apportionment.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$653,055
Local			\$653,055
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,306,110</b>

<b>Milestone Name</b>	<b>Est. Completion Date</b>	<b>Description</b>
Start Date	1/1/2016	
End Date	12/31/2017	

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either

individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.08	ACQUIRE - ADP SOFTWARE	0	\$80,000.00	\$100,000.00

#### Finding: Class II(c) - Categorical Exclusions (C-List)

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.21.00	PROGRAM SUPPORT ADMINISTRATION	0	\$131,056.00	\$163,820.00

#### Finding: Class II(c) - Categorical Exclusions (C-List)

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional

use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	0	\$456,166.00	\$570,808.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$653,055.00	\$1,306,110.00

**Project Title: FY 2017 Planning, Operating, and Preventative Maintenance Assistance**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
LA-2016-021-01-P3	LA-2016-021-01-P3	7/25/2017	1/1/2017	12/31/2018

**Project Description**

This project is continue the operation of the Good Earth Transit for FY2017

**Project Benefits**

The public will benefit from the continued operation of the transit system as it relates to transit's mission to connect people to opportunities for employment, health care, and education.

**Additional Information**

None provided.

#### Location Description

This project will support the operation of the Good Earth Transit system and the City of Thibodaux transit system.

#### Project Location (Urbanized Areas)

UZA Code	Area Name
220000	Louisiana
223410	Houma, LA

#### Congressional District Information

State	District	Representative
Louisiana	1	Steve Scalise
Louisiana	6	Garret Graves

#### Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,244,128
Local			\$723,115
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,967,243</b>

#### Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
LA-2016-021-01-P3	117-00 OTHER CAPITAL ITEMS (117- (BUS) )	\$548,403.00	\$137,101.00	\$685,504.00	1
LA-2016-021-01-P3	11.7A.00 PREVENTIVE MAINTENANCE	\$548,403.00	\$137,101.00	\$685,504.00	1

LA-2016-021-01-P3	300-00 (300-)	OPERATING ASSISTANCE	\$549,444.00	\$549,444.00	\$1,098,888.00	1
LA-2016-021-01-P3	30.09.01	UP TO 50% FEDERAL SHARE	\$549,444.00	\$549,444.00	\$1,098,888.00	1
LA-2016-021-01-P3	442-00 (442-)	METROPOLITAN PLANNING	\$146,281.00	\$36,570.00	\$182,851.00	1
LA-2016-021-01-P3	44.21.00	PROGRAM SUPPORT ADMINISTRATION	\$146,281.00	\$36,570.00	\$182,851.00	1

## Project Budget Activity Line Items

### Budget Activity Line Item: 44.21.00 - PROGRAM SUPPORT ADMINISTRATION

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.21.00	PROGRAM SUPPORT ADMINISTRATION	METROPOLITAN PLANNING	1

#### Extended Budget Description

Program Support Administration

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$146,281
Local			\$36,570
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$182,851</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2017	Program Support Administration

End Date	12/31/2018	Program Support Administration
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**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

**Extended Budget Description**

Operating expenses for TPCG FY2017

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$549,444
Local			\$549,444
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,098,888</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2017	Operating expenses for TPCG FY2017
End Date	12/31/2018	Operating expenses for TPCG FY2017

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

**Extended Budget Description**

Preventative maintenance of Good Earth transit system

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$548,403
Local			\$137,101
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$685,504</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2017	Preventative maintenance expenses for TPCG FY2017
End Date	12/31/2018	Preventative maintenance expenses for TPCG FY2017

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

There are no review comments to display at this time.



## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

#### **Recipient Information**

Recipient Name: Terrebonne Parish Consolidated Government

Recipient ID: 6043

DUNS No: 045774333

#### **Application Information**

Federal Award Identification Number: LA-2016-021-01

Application Name: Houma Terrebonne Parish Section 5307 FY 2013/2014 Good Earth Transit

Application Start Date: 8/5/2016

Application End Date:

Application Executive Summary: Provide Capital, Planning, Operating, and Preventative Maintenance for Good Earth Transit, the urban transit bus system operating in the Houma/Thibodaux Metropolitan Area. This grant is applying for the remaining portion of Houma's FY2013 Section 5307 apportionment in the amount of \$782,328. This grant is also applying for a portion of Houma's FY2014 apportionment in the amount of \$537,949, leaving \$1,389,855 not obligated.

Award Start Date: 1/1/2016

Award End Date: 12/31/2017

"This Application does NOT include funds for Research and/or Development Activities."

"Indirect Costs Will NOT be applied to this application and its scope of work." Houma Terrebonne Parish is a direct recipient of Section 5307 funds and LADOTD authorized Houma Terrebonne Parish to apply for the FY 13 and FY 14 small urban apportionments. Split letters attached.

Research and Development: No Selection Made

Indirect Costs: No Selection Made

Suballocation Funds: No Selection Made

Pre-Award Authority: This award is not using Pre-Award Authority.

**Application Budget**

Total Application Budget: \$4,107,981.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,244,128.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$723,115.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,564,405.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,543,576.00

**Application Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$2,564,405
Local			\$1,543,576
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$4,107,981</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Review Decision: DOL Concurs - Certified

Original Certification Date: 08/04/2016 6:28 PM GMT

**Special Conditions**

There are no special conditions.

**FTA APPLICATION OF THE GRANT AGREEMENT**

Awarded By:  
Robert Patrick  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: Robert.Patrick@dot.gov  
Award Date: 8/5/2016

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*Terrebonne Parish Consolidated Government*

## **Resolution No.**

A resolution authorizing the Parish President to sign the Weatherization Assistance Program contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.

WHEREAS, the contract amount of \$110,612.45 is available to the Terrebonne Parish Consolidated Government for a period of July 1, 2017 through June 30, 2018

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on the behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the Weatherization Assistance Program Contract.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to execute any and all grant agreements, certifications, amendments, modifications, and all documents necessary between Terrebonne Parish Consolidated Government and the Louisiana Housing Corporation (LHC) for the enactment of this contract.



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Weatherization Assistance Program Contract 2017-2018
PROJECT SUMMARY (200 WORDS OR LESS)
Weatherization Assistance Program Contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.

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

To enable Terrebonne Parish Consolidated Government to use Weatherization Assistance Program funds to assist low-income residents of Terrebonne Parish to weatherize their homes to make them more energy efficient.

## TOTAL EXPENDITURE

\$110,612.45

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL		ESTIMATED
IS PROJECT READY BUDGETED: (CIRCLE ONE)		
N/A	NO	YES
IF YES AMOUNT BUDGETED:		\$110,612.45

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

*David A. Williams*      9/5/2017

Signature

Date



# *Louisiana Housing Corporation*

August 22, 2017

Ms. Melanie Van Buren, Executive Director  
Terrebonne Parish Consolidated Government  
Department of Housing and Human Services  
809 Barrow Street  
Houma, LA 70360

RE: Weatherization Assistance Program Agreement Program Year 2017-2018

Dear Ms. Van Buren:

Enclosed are two (2) original Weatherization Assistance Program (WAP) Agreements between the Louisiana Housing Corporation and your agency, for program year 2017-2018. To expedite the process each has been signed by the Executive Director of the Corporation. All two originals must be signed and dated, in blue ink, by your duly authorized representative. Please retain one original and return one copy to the LHC.

If your agency has experienced a change in the authorized representative, please attach a copy of the Board Resolution regarding the current delegation of authorization, W-9 and SF-1199 forms. The LHC will not be able to process any invoices for payments until this Agreement has been fully executed.

Should you have any questions, please feel free to contact Carolyn McQuairter, Interim Program Manager, at (225) 754-1441, ext. 684.

We look forward to working together to improve the service delivery of the Energy Programs in Louisiana.

Sincerely,

A handwritten signature in cursive script, reading "Loretta Wallace".

Loretta Wallace  
Program Administrator

Enclosures:

1. WAP Agreement
2. 2017 DHHS Only Allocation Chart

**WEATHERIZATION ASSISTANCE PROGRAM (WAP) SUBAWARD AGREEMENT**

**Between**

**LOUISIANA HOUSING CORPORATION**

**And**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**THIS SUBAWARD AGREEMENT** (the "Agreement") dated and effective as of July 1, 2017 ("Effective Date") between the LOUISIANA HOUSING CORPORATION (the "Corporation" or "LHC"), a public body corporate and politic of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and **Terrebonne Parish Consolidated Government**, ("Subrecipient") with its principal place of business at **809 Barrow Street, Houma, LA 70360**.

WHEREAS, Corporation desires to grant a "subaward" (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, (the "Uniform Guidance")) of the Prime Award (the "Subaward") to Subrecipient to perform the weatherization services described herein in accordance with the requirements of the United States Department of Energy ("DOE"), under Title IV of the Energy Conservation and Production Act, as amended (42 U.S.C. § et.seq.) and the Department of Health and Human Services ("DHHS"), Low Income Home Energy Assistance Act of 1981, as amended, 45 CFR 96, LIHEAP Statute as well as other applicable law; and

WHEREAS, certain information required by the Uniform Guidance, to be included in this Agreement with respect to the Subaward is set forth in the Allocation Charts attached hereto as Attachment A and is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Corporation and Subrecipient hereby agree as follows:

**ARTICLE 1 – Definitions**

When used in the Agreement, the following terms and phrases shall have the meanings identified below:

**Acceptance:** The date the Subrecipient signs the contract is the date of Acceptance.

**Agreement:** This Weatherization Assistance Program Subaward Agreement and all attachments, which are attached hereto and made a part hereof.

**Anticipatory Breach:** A determination in the judgment of the Corporation that the actions or inactions of the Subrecipient will result in an event of default under the Agreement.

**Conflict of Interest:** When an employee or officer of Subrecipient, or any member of Subrecipient's employees' or Subrecipient's officers' immediate family pursues assistance or is selected to receive assistance through a Program covered under this Agreement.

**Subrecipient:** The community action agency or public entity designated in this contract.

**Day:** Calendar day.

**DHHS:** The United States Department of Health and Human Services.

**DOE:** Department of Energy

**Effective Date:** As of July 1, 2017.

**Expiration:** The end of the Term, including any Extension, if any, of the Agreement as a result of the passage of time, but not including the Corporation's Termination of the Agreement under Article 13: Termination of Agreement; Procedures upon Termination or Expiration of Agreement.

**Extension:** Mutual agreement of the parties to extend the Term of the Agreement for such a period as the parties shall agree upon. Except where specifically indicated otherwise, reference to the Term shall include any Extension.

**Fees:** In exchange for Services rendered pursuant to the terms of the Agreement, the Regulations and the Guide, the Subrecipient will receive Fees as set forth in the Attachment A (Allocation Charts). Fees shall be earned in accordance to Article 2 – Appointment of Subrecipient, Statement of Work, Performance Measures and Performance Standards.

**HUD:** The United States Department of Housing and Urban Development.

**Immediate Family:** Immediate family members include one's children, spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse, and parents of the spouse.

**Performance Measures:** The progress or percent of work deliverables or services which must be completed to the reasonable satisfaction of the Corporation in order for Subrecipient to be paid the Fees outlined in the Attachment A (Allocation Charts).

**Person:** An individual, corporation, association, partnership, business trust, limited liability company, joint stock company, joint venture, trust, estate, or other entity or organization of whatever nature.

**Program:** The Programs subject to the Agreement are identified in the Attachment A (Allocation Charts), which may be amended from time to time as outlined in the Agreement to reflect the addition or withdrawal of programs to the coverage of the Agreement.

**Program Operating Procedures Guide:** The Program Operating Procedures Guide, which shall be commonly called the Program Guide, may be amended from time to time in accordance with Section 5.4.2.

**Records:** Files, books, documents papers, reports and records of all business activities and operations conducted by the Subrecipient, and all photocopies and reproductions thereof, relevant to each Program in which the Subrecipient participates under the performance of this Agreement.

**Services:** The required work, services, duties or obligations that constitute the sole reason why the Corporation retains the Subrecipient as an independent contractor to perform. Services are Program specific and shall be performed in accordance with the Agreement.

**Subcontractor:** A Person with whom the Subrecipient contracts to carry out portions of the provisions of the Agreement, including Subrecipient's vendors.



**Term:** The duration of this Agreement which commences on the Effective Date and expires on the date of Expiration, taking into account any Extension, as per Article 3 of this Agreement and the definition of Expiration.

**Termination:** The ending of the Agreement by the Corporation or the Subrecipient pursuant to Article 13: Termination of Agreement: Procedures upon Termination or Expiration of Agreement.

## **ARTICLE 2 – APPOINTMENT OF SUBRECIPIENT, STATEMENT OF WORK, PERFORMANCE MEASURES AND PERFORMANCE STANDARDS**

The Louisiana Housing Corporation hereby retains the Subrecipient as an independent contractor for the sole purpose of performing the services described in this Agreement, and the Subrecipient hereby agrees to perform such services on the terms and conditions set forth below in accordance with the Agreement, the Attachments, and the Program Guide.

### **2.1 Purpose of Agreement**

This Agreement facilitates the expenditures of the Weatherization Assistance Program (“WAP”) funds made available through the United States Department of Energy (“DOE”), under Title IV of the Energy Conservation and Production Act, as amended (42 U.S.C. § et.seq.) and the Department of Health and Human Services (“DHHS”), Low Income Home Energy Assistance Act of 1981, as amended, 45 CFR 96, LIHEAP Statute. All grant awards made under this program must comply with any applicable Federal and State laws and regulations including but not limited to the WAP regulations contained in 10 CFR Part 440, 2 CFR Part 200, and other policies and procedures as DOE may prescribe for the administration of financial assistance.

Funds shall be expended and all services shall be performed by the Subrecipient under this agreement and shall comply with the DOE-approved Weatherization Assistance State Plan and the LIHEAP-approved State Plan in effect during the period(s) of this agreement and with the policies and procedures and guidance of DOE and DHHS and the Louisiana Housing Corporation.

Subgrantee specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, conditions of employment, and all health and safety standards.

### **2.2 Statement of Work.**

Attachment A (Allocation Charts) is hereto attached and incorporated herein and is intended to clarify the services to be provided by the Subrecipient under this agreement. The following services shall be provided under this Agreement: outreach activities, intake of applications, determining household and unit eligibility, energy conservation education, installing the most cost effective weatherization materials as determined by the energy audit tools approved by DOE for the LA WAP, Which currently is the National Energy Audit Tool (NEAT) for site-built single-family homes and the Manufactured Home Energy Audit (MHEA) for mobile homes, and adhering to all reporting requirements. Allocation charts are to include: 1) funding for the 2017 Department of Health and Human Services (DHHS) Only WAP, 2) the 2017 Department of Energy (DOE) WAP; and 3) the 2017 DHHS Supplemental Allocation.

Subrecipient shall install materials in accordance with approved Louisiana Wx Field Guides, DOE’s Standard Work Specifications, and manufacturer specifications and warranties. Subrecipient shall

warrant all workmanship relative to this Program Agreement for a period of one year from the date of service. (The "date of service" shall be the date the work was completed.)

### 2.3 Performance Standards.

LHC has developed performance standards for Subrecipients administering the WAP. Subrecipient is required to be in compliance with the standards throughout the terms of this Agreement. LHC's Energy Department staff is available to work with Subrecipient throughout the program year to assist in meeting the standards. Subrecipients will be evaluated on compliance during monitoring visits by LHC.

- A. **Active Energy Conservation Education.** Subrecipient shall require applicants to receive active, participatory energy conservation education, such as viewing a presentation or video, prior to receiving weatherization assistance. The education component of WAP provides an opportunity to promote the most efficient use of energy. The practice of simply handing out a pamphlet or brochure does not fulfill the energy conservation education requirement.
- B. **Electronic Storage of Applicant Data.** Subrecipient shall utilize the Hancock Energy Software (HES) to store applicant data electronically. At a minimum, stored applicant data shall provide for a means of ensuring a dwelling unit has not been previously weatherized since September 30, 1994 and to determine if the unit is eligible for re-weatherization. The HES system shall allow for tracking by dwelling address, applicant name, and social security number. Prior to the HES modification in 2009, agency shall consult its available historical records or conduct a visual inspection for evidence of prior weatherization services. NEAT and MHEA unit audit database (Microsoft Access File) must be securely backed up monthly.
- C. **Minimum Computer Requirements.** The following table lists the minimum requirements that Subrecipients shall have in order to successfully submit payment requests electronically to LHC. LHC has developed a process whereby Subrecipients can submit requests for payment electronically. In addition to expediting the payment process, electronic processing will reduce the occurrence of errors and will allow for easy tracking of payments.

Computer Operating System	Windows 7 OR Windows 10
Computer Resources	
Processor Speed	<b>2ghz or faster</b>
Memory Speed	<b>2 gb or greater of RAM</b>
Hard Drive	100 GB or more
Internet Connection Method	DSL OR Cable Modem 10 mhz or faster download and 5 mhz or faster upload
Internet Browser Version	MS Internet Explorer version 10x. or most recent version
Software	MS Office version 2010 or most recent version
Hardware	Laser Printer
Staff	One year experience or training in using computer to create documents and spreadsheets

- D. **Standard Work Specifications.** The Department of Energy has instituted a Quality Work Plan (QWP) to establish benchmarks for energy efficiency retrofits in the Weatherization Assistance Program. The QWP defines specifications for work quality, workforce training and the

qualifications required for individuals performing inspections of WAP work. For Program Year 2017, all tasks performed on weatherized homes must meet the specifications, objectives and desired outcomes outlined in the approved Louisiana Wx Field Guides, Standard Work Specifications for Home Energy Upgrades (SWS) for Single Family, Multifamily and/or Manufactured Homes, as prescribed in the Weatherization Program Notice 15-4, dated October 21, 2014.

Every DOE/WAP unit reported as a "completed unit" must receive a final Quality Control Inspection ensuring all work meets the minimum specifications outlined in the SWS, approved Louisiana Wx Field Guides, and all components of the Louisiana State Plan. All sub-contractors' agreements must include the same technical requirements and the work performed must be consistent with procedures established in LHC's standards and approved Louisiana Wx Field Guides.

All quality control inspections must be conducted by an independent Building Performance Institute (BPI) Certified Quality Control Inspector, as prescribed in the Weatherization Program Notice 15-4 and Louisiana State Plan.

#### **2.4 Performance Measures.**

Each Subrecipient will be expected to perform its services for the Program in accordance with the Performance Measures set forth in this Agreement. Without limiting any term or condition of the Agreement, failure by Subrecipient to meet the Performance Measures (including any deadlines therein) constitutes a default under the Agreement.

The Corporation may extend any deadlines upon a showing of good cause. No extension shall be effective unless in writing and signed by the Corporation's Executive Director or his/her authorized representative.

**2.4.1** To receive consideration for continued program participation in subsequent program years, the Subrecipient, at a minimum, must:

- A. By the conclusion of the current program year, maintain an average cost per dwelling unit for the Program Operations cost category relative to this Agreement. The average cost per dwelling unit shall not exceed the adjusted average cost per dwelling unit prescribed by LHC at the beginning of each Program year in the annual State Plan and 10 CFR 440.18.
- B. Meet or exceed production specified in the Production Schedule. If at any time during the Program Year the Corporation determines that the citizens of the applicable parishes are not being served adequately, this Agreement may be reduced, suspended or terminated.
- C. Fully utilize all funding available.

**2.4.2** LHC may review each Subrecipient's weatherization completions and expenditures for which funding is provided to the Subrecipient under the contractual agreement. If Subrecipient's expenditures for production and/or unit production levels fall substantially below the anticipated production or the schedule of production contained in the Subrecipient agreement or proposal, and if Subrecipient has not addressed the shortfalls with LHC and developed a plan to bring its performance up to standard, LHC may decrease Subrecipient's funds and reallocate its funding.

**2.4.3** If, after a review of Subrecipient's performance, the LHC finds that Subrecipient has exceeded its performance estimates, and if LHC has sufficient funding available to reimburse for additional work, LHC may offer reallocated funding or performance-related units to Subrecipient.

- A. All reallocations must be accomplished in accordance with the modification provisions and using the approved Budget Revision form.
- B. Failure to meet or exceed any or all of these Performance Measures may result in suspension or termination of the contract. The Corporation will monitor these measures throughout the program year. All financial and administrative records concerning the WAP are subject to review by LHC staff.

#### **2.4.4. Monthly Cost Reports**

**Expectation:** Subrecipient shall ensure that it understands and abides by the expenditure requirements of the applicable rules, regulations and guidelines that may be in effect regarding WAP, and in keeping with the terms of this Agreement. LHC shall provide technical assistance, training and support as reasonably necessary to ensure the compliance of each Subrecipient with the applicable rules and regulations of WAP. Should Subrecipient be reimbursed or otherwise compensated for any ineligible activity, Subrecipient shall reimburse LHC an amount equal to the payment made for the ineligible activity.

By the seventh (7<sup>th</sup>) day of the subsequent month (or next business day following the 7<sup>th</sup> day), the Subrecipient shall submit the appropriate invoices and supporting data to LHC. The Hancock Energy Software (HES) system will automatically lock and restrict any changes to invoices submitted for payment by close of business on the 10<sup>th</sup> day of each month. LHC shall then process the requests for payment and transfer the necessary funds into the Subrecipient's bank account.

**Objective:** Ensure the proper expenditure of funds.

**Measure/Deliverable:** Monthly WAP Request for Payment Submission, including electronic backup documents.

#### **2.4.5 Monthly Desk Reviews**

**Expectation:** LHC shall conduct monthly desk reviews of Subrecipient using information in the HES database, NEAT\MHEA reports, QCI final inspection forms, and reports of the Subrecipient s.

**Objective:** Ensure the production of Weatherization services under WAP.

**Measure/Deliverable:** Information in the HES database and Quarterly Production Performance Measures management report.

#### **2.4.6 LHC's Quarterly Monitoring of Production Schedule**

**Expectation:** LHC shall provide oversight, advice and support to each Subrecipient, trouble-shooting as reasonably necessary, to encourage the success of each Subrecipient in meeting production performance measures. The Subrecipient's production schedule is attached hereto and made a part of by reference as Attachment B (WAP Production Schedule).

LHC shall review each Subrecipient's production schedule for each quarter of the program year. LHC shall prepare and provide a Production Performance Measures management report to Subrecipients who fail to meet their quarterly production measures as identified in their contracts for performance of weatherization services.

The Production Performance Measures management report shall include the following five (5) points of information regarding each Subrecipient who failed to meet the production performance measures for the preceding quarter:

- A. Evidence that a desk review and/or other scheduled monitoring activity was completed.
- B. The date and method by which contact was made with the Subrecipient to discuss its failure to meet its performance production expectations.
- C. The stated reason for the failure of Subrecipient to meet its performance production expectations.
- D. The corrective action that the Subrecipient will take to ensure its success for the remainder of the program year.
- E. Any observation, concerns or recommendations regarding the Subrecipient's work that LHC believes to be an important consideration toward the overall production goals.

The corrective action shall become a part of the Subrecipient's monitoring until production performance reaches quarterly Subrecipient's performance production expectations, in addition to making up units from prior underperformance.

LHC shall update the management report every 30 days until such time as Subrecipient meets performance expectations or the units assigned to Subrecipient's are redistributed based on their failure to perform.

**Objective:** Ensure the production of Weatherization services under the WAP program.

**Measure/Deliverable:** Information in the HES database and submitted 5-point monthly "Production Performance Measures" management report to LHC.

#### **2.4.7 Second Quarter Failure to Produce or Failure to Perform**

**Expectation:** LHC shall provide management and oversight to the entire system of service delivery, ensuring the proper management of WAP and success of statewide production performance, in keeping with the approved State Plan. Toward this end, LHC will prepare a Draft Plan to Redistribute Units of any Subrecipient who has not met the performance expectations of a completion of fifty percent (50%) of the total units for the program year by the end of the second quarter.

The Draft Plan to Redistribute the Units shall allow the current Subrecipient to keep a reasonable amount of units it has proven itself to efficiently weatherize on a monthly basis, but shall also address the expedient manner that the units in excess of the current Subrecipient's ability to efficiently weatherize will be re-allocated, in keeping with 10 CFR 440, and other applicable rules, regulations and guidelines that may be in effect, and in keeping with this Agreement.

The Redistribution of Units may require approval from LHC's Board of Directors.

**Objective:** Ensure the production of Weatherization services under the WAP.

**Measure/Deliverable:** Information in the HES database, monthly Production Performance Measures Report, Draft Plan to Redistribute Units.

#### **2.4.8 Quality Assurance – Field Monitoring**

**Expectation:** LHC shall conduct annual monitoring and assessment visits to each Subrecipient, during which LHC shall monitor Subrecipient's compliance with applicable regulations and its achievement of performance expectations. LHC shall use trained staff and monitoring instruments that will ensure rigorous field and fiscal monitoring in accordance with the approved State Plan, applicable rules, regulations, guidance and this Agreement.

In addition to all other requirements, every unit reported on the monthly report as a "completed unit" must have received a BPI QCI final inspection ensuring all work meets the minimum specifications outlined in the Standard Work Specification (SWS), Louisiana Field Guides, in accordance with 10 CFR 440 and all components of the Louisiana State Plan. All sub-contractors' agreements must include the same technical requirements and the work performed must be consistent with procedures established in LHC's Standards, SWS, and Louisiana Wx Field Guides.

All quality control inspections must be conducted by an independent BPI Certified Quality Control Inspector (QCI), as prescribed in the Weatherization Program Notice 15-4 dated October 21, 2014 and the Louisiana State Plan.

**Objective:** Ensure the requirement for high-quality home energy upgrade work is performed in providing Weatherization services.

**Measure/Deliverable:** Information in HES, Completed Monitoring Instruments, Monthly Reports, NEAT\MHEA reports, QCI Final Inspection forms and a signed certification by a Quality Control Inspector uploaded and maintained in HES.

#### **2.4.9 Quality Assurance – Fiscal Controls**

**Expectation:** LHC shall conduct a comprehensive fiscal evaluation of each Subrecipient at least annually, and shall address the fiscal deficiencies found in such evaluation through training and technical assistance to the Subrecipients, as needed.

LHC shall also provide training and technical assistance as requested by any Subrecipient seeking to gain support toward its success as a Subrecipient. LHC shall conduct a Fiscal Monitoring visit to each Subrecipient who exhibits risk in its internal control mechanisms, as evidenced in submissions for improper payments, etc.

Subrecipient shall ensure proper management and oversight of Subrecipient's financial progress and proper administration of WAP as required by 2 CFR Part 200 and all applicable federal, state, and local laws, rules, regulations, guidelines and this Agreement. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during

the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.

Subrecipient shall require Subcontractors to submit itemized invoices, which separate the cost of materials from the cost associated with labor. Receipts and documentation to support costs shall be retained in the files.

Subrecipient must have written contracts with all subcontractors performing weatherization services. Subrecipient must review and negotiate program costs and expenses with all subcontractors prior to execution of contracts.

**Objective:** Ensure the established fiscal standards are being followed.

**Measure/Deliverable:** Completed Fiscal Evaluation Instruments, Monthly Reports.

#### **2.4.10 Training and Technical Assistance**

##### **A. Training Assessments**

**Expectation:** LHC shall conduct an annual training assessment of each Subrecipient and their subcontractors, which shall be used to provide adequate training and technical assistance to each Subrecipient.

**Objective:** Ensure the proper and adequate training to support the needs of the Subrecipients and their subcontractors.

**Measure/Deliverable:** Training matrix prepared for each Subrecipient.

##### **B. Training**

**Expectation** Subrecipients are required to attend mandatory training for all WAP workers performing tasks aligned with the NREL Job Task Analysis (JTA) for the position in which they are employed.

**Objective:** Ensure qualified staff receives the proper training and credentials needed to perform quality installation of weatherization measures as required in LHC's standards and field guide.

**Measures/Deliverable:** Certificates, certifications, policies and procedures obtained for each Subrecipient documenting compliance.

### **ARTICLE 3 – TERM OF AGREEMENT**

**3.1 Initial Term.** Subject to Article 13, the Agreement shall have a term that commences on the Effective Date and expires at 11:59 pm Central Standard Time on **June 30, 2018**.

**3.2 Extension.** The Term may be extended by mutual agreement of the parties for such period as the parties shall agree upon (the "Extension"). Except where specifically indicated otherwise, reference to the Term shall include any Extension.

**3.3 Expiration.** The Agreement will expire on the earlier of (i) the last day of the Term as it may have been extended from time to time, or (ii) the effective date of Termination pursuant to Article 13. Upon Expiration or Termination, the right to complete the work under the Agreement shall end immediately, and the responsibility for all assigned Programs shall revert immediately back to the Corporation, except as otherwise provided in the Agreement or as may be determined by mutual agreement of the parties and evidenced in writing.

#### **ARTICLE 4 –FEDERAL AWARD IDENTIFICATION AND PROJECTS SUBJECT TO THIS AGREEMENT**

**4.1 Federal Award Identification (Subaward Data).** The federal award identification requirements of 2 USC 200.331 are fulfilled through the incorporation of Attachment C (Subaward Data), which is here in incorporated into this agreement.

**4.2 Attachment A (Allocation Charts).** The projects subject to this Agreement, which may be amended from time to time to reflect the addition or withdrawal of Programs to the coverage of the Agreement as provided below.

**4.3 Addition or Withdrawal of Programs.** The addition or withdrawal of Programs described below shall not be effective unless accompanied by an amendment to this agreement or other written notice from the Corporation to the Subrecipient.

**4.3.1 Addition of Programs.** From time to time, the Corporation may add one or more projects under the Agreement.

**4.3.2 Withdrawal of Programs.** From time to time, the Corporation may withdraw one or more Programs from the Agreement, and each such withdrawal shall be accomplished as follows:

**A. Right to Withdraw.** The Corporation may withdraw one or more Programs from the coverage of this Agreement upon the occurrence of any of the following:

- 1) The Corporation at any time finds that the Subrecipient has a conflict of interest regarding the Program;
- 2) The federal funding for the Program used to pay the Fees associated with the Agreement is halted;
- 3) The Corporation's convenience pursuant to Article 13.3; or
- 4) Any reason specified in Article 13.1 and following as cause.

**B. Procedure for Withdrawal.** The Corporation shall withdraw a Program by notifying the Subrecipient of the Corporation's decision to withdraw such Program and the reasons for withdrawal; and, the withdrawal shall be effective immediately, unless the Corporation provides otherwise. The Subrecipient shall, within seven (7) days following notice, unless sooner or otherwise specified by the Corporation, transmit all records relating to such Program to the Corporation, or to an entity or person identified by the Corporation, and shall cooperate with the Corporation to effect an efficient and smooth transition of responsibility with respect to such Program. Alternatively, at the Corporation's discretion, staff acting for the Corporation may,



upon providing forty-eight (48) hours' notice, enter upon Subrecipient's place of business during business hours to retrieve the Records.

- C. **Payment to Subrecipient upon Withdrawal.** The Subrecipient will be paid fees associated with the Services rendered to the point that the Program was withdrawn, in accordance with Article 8 (Terms of Payment).

## **ARTICLE 5 – THE SUBRECIPIENT'S DUTIES**

**5.1 General Scope of Duties.** The Subrecipient shall perform the Services and such related tasks as outlined in Article 2 - Appointment of Subrecipient, statement of work, performance measures and performance standards.

**5.1.1** The Subrecipient may subcontract its duties under the Agreement pursuant to Article 6 below but may not delegate to any other entity the duties under the Agreement without prior written approval of the Corporation. Under all such circumstances, the Subrecipient retains the responsibility for the performance of its duties.

**5.1.2** The Subrecipient's duties are more fully described in Article 2 and the Program Guide.

**5.2 Engagement of Subcontractors by the Subrecipient, and Prohibition Against Transactions with Affiliates of Subrecipient.** The Subrecipient may subcontract with subcontractors pursuant to Article 6 in its sole name and at its sole cost and expense. Any duties under the Agreement required to be undertaken by third parties must be undertaken pursuant to arms-length agreements with Persons who are not Affiliates of the Subrecipient, except with prior written approval of the Corporation.

**5.3 Training Through Technical Assistance Briefings.** The Subrecipient and its Subcontractors must attend Corporation-sponsored trainings as required by the Corporation. The Subrecipient will be notified of required training via electronic mail, U.S. Postal Service or facsimile, at the discretion of the Corporation.

**5.4 Subrecipient Standards of Performance.** The Subrecipient shall at all time acts in good faith and in the best interests of the Corporation and shall carry out its duties with all deliberate speed. The Subrecipient shall use its best efforts and exercise all due care and sound business judgment in performing its duties under the Agreement, and shall act to avoid Conflicts of Interest or the appearance of Conflicts of Interest in the performance of its duties. The Subrecipient shall at all times comply with all applicable statutes, and this Agreement.

**5.4.1 Compliance with Federal, State and Local Laws.** Subrecipients must obtain any required permits and comply with applicable federal, state and municipal or local laws, codes and regulations for work performed under this Agreement.

**5.4.2 Delivery of and Modification to the Program Guide.** From time to time the Corporation, at its sole discretion, may modify and make changes to a Program Guide. The Subrecipient shall be responsible for keeping current with the modification to the Program Guide. Modification to the Program Guide shall be made available by the LHC to the Subrecipient either in hard-copy or in electronic forms, including posting on the LHC's website. The Subrecipient will be notified by mail and electronically (email or fax) of the availability of modifications to the Program Guide and shall implement the changes in the Program Guide upon receipt of such notice, unless otherwise specified by the Corporation. If a change is imposed to the Guide which causes a substantial impact on the Subrecipient's costs and

expenses or time limits for performance of its Services, the Corporation will take such change into account if the Subrecipient requests a waiver in related fee limits or time limits.

**5.4.3 Advertising and Publicity.** Neither the Subrecipient nor its subcontractors shall issue or sponsor, any advertising or publicity that states or implies, either directly or indirectly, that the Corporation endorses, recommends or prefers the Services of the Subrecipient and/or those of any Subcontractor. The Subrecipient shall not use, and shall require that its Subcontractors, if any, not use the Corporation logo in any fashion without the written approval of the Corporation's authorized representative.

**5.4.4 Publications.** It is encouraged by DOE to publish or make publicly available the results of the work conducted under the award. An acknowledgement of Federal Support and disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgement: Example - "This material is based upon work supported by the Department of Energy under the WAP-ALRD-2017."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express, or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## **5.5 Ethics**

**5.5.1** Subrecipient shall abide by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 to 42:1170).

**5.5.2** Subrecipient shall establish a written policy that requires its employees and officers to provide full disclosure of his/her Immediate Family members' financial interests associated with the programs covered under this Agreement, including applications for assistance. The policy shall set forth methodology for employees and officers to provide disclosure.

**5.5.3** Subrecipient shall establish written policy to address instances of Conflicts of Interest. The policy shall prohibit Subrecipient's executive director or chief executive officer and his/her Immediate Family from participating in or receiving benefits from all programs covered by this Agreement. In addition, the policy shall prohibit a program administrator and his/her immediate family members from participating in or receiving benefits from those programs directly overseen by the program administrator. The policy shall set forth methodology that prevents an employee from being involved in the application process when the employee or his/her immediate family member is seeking assistance from a program covered under this Agreement. The policy shall include putting the Corporation on notice of each instance of a Conflict of Interest.

**5.5.4 Personnel Retention Policy.** Each Subrecipient shall be required to have a written personnel policy, which shall be reasonable and available for review by LHC. Consistent with such policy, each

Subrecipient shall establish an additional policy that any employee, subcontractor or subcontractor employee who is trained for weatherization under the Louisiana Weatherization Program shall, unless terminated due to the exhaustion of program funds, or other cause under the personnel policy, be retained as such at least through the duration of the plan cited. To this end, each Subrecipient shall inform all employees, subcontractors and subcontractor employees that are trained in weatherization under the Louisiana Weatherization Program that he or she, unless terminated due to the exhaustion of program funds, or for some other cause under the personnel policy, shall have a right to retention as such at least through the duration of the Weatherization Program. This provision shall not be construed to mean a subcontractor's entire employee pool shall be so retained based upon the singular training of the subcontractor.

**5.6 Statement of Federal Stewardship.** DOE will exercise normal Federal stewardship in overseeing the project activities under this award. Stewardship activities include, but are not limited to, conducting site visits, reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that award objectives have been accomplished.

**5.6.1 Site Visits.** DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. All site visits and evaluations must be performed in a manner that does not duly interfere with or delay the work.

## **ARTICLE 6 – THE SUBRECIPIENT'S CONTRACTS WITH SUBCONTRACTORS**

### **6.1 Subcontractor Notification.**

**6.1.1** To the extent that there are in effect on the Effective Date of the Agreement, or thereafter, contracts with Subcontractors proposed to be used under this Agreement covering any of the Services, the Subrecipient shall inform the Corporation of the extent to which the Subrecipient proposes to use such Subcontractor(s) and which Services are proposing to be performed by the Subcontractor(s).

**6.1.2** The Subrecipient has an ongoing obligation to inform the Corporation of any changes in the use of Subcontractors during the Term.

**6.2 Subrecipient's Responsibility.** Notwithstanding the Subrecipient's right to enter into subcontracts with Subcontractors, the Subrecipient shall remain solely responsible and liable for the proper and timely performance of the Services and management of timely performance of its duties and the duties of its Subcontractors in the performance of the Agreement.

**6.3** The Subrecipient shall certify that neither it nor its Subcontractors:

**6.3.1** Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the Corporation or by any state department or agency, including but not limited to a federal debarment as defined in regulations implementing Office of Management and Budget Guidelines on Government-wide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify [CAA] immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov);

**6.3.2** Have within a three (3) year period preceding the subcontract been convicted of or had a civil judgment rendered against them for omission 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 a 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;

**6.3.3** Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Article 6.3.1 through 6.3.3; and

**6.3.4** Have within a three (3) year period preceding the subcontract had one or more public transactions (federal, state or local) terminated for cause or default.

**6.4 Contracts with Subcontractors.** The Subrecipient shall ensure that all subcontracts with Subcontractors shall be consistent with the terms of the Agreement and the Subrecipient's duties hereunder. Among other provisions, each Subcontractor's subcontract shall provide that:

**6.4.1** The Subcontractor agrees to seek damages or other remedies solely against the Subrecipient and not against the State of Louisiana nor the Louisiana Housing Corporation, or its respective officers, directors or employees, for any claim arising under the subcontract. (Collectively, the State of Louisiana, the Louisiana Housing Corporation, their respective officers, directors, or employees shall be referred to as "Other Parties".) Upon request that may be made from time to time, the Subcontractor will acknowledge that it has no claims against the Other Parties, or any of them, or will waive any such claims it believes it may have against the Other Parties, or any of them;

**6.4.2** The Subcontractor shall maintain its Records which relate to this Agreement and agrees to make them available for inspection by the Subrecipient, the Corporation, the Federal agency that provides funds to the Program, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor and Division of Administration auditors, such inspection to be in a manner consistent with the requirements placed upon the Subrecipient under Article 12 (Books Records and Subrecipient Oversight) and Article 13 (Termination of Agreement; Procedures Upon Termination or Expiration of Agreement) of this Agreement;

**6.4.3** The Subcontractor shall treat non-public information in a manner consistent with the requirements of Section 12.1.5 "Confidentiality" of the Agreement;

**6.4.4** The Subcontractor shall obtain such insurance coverage as may be reasonably directed by the Subrecipient; and

**6.4.5** The Subcontractor may not assign its contract with the Subrecipient without the Subrecipient's prior written approval.

**6.4.6** The Subcontractor shall meet the same conflict of interest standards as required of the Subrecipient.

**6.5 Supervision of Subcontractors.** The Subrecipient shall monitor and supervise diligently the Subcontractors' performance of their duties under the subcontracts, including Subcontractors' supervision of their subcontracts, if any.

**6.6 Compliance with Federal, State and Local Laws.** The Subrecipient shall include in its contract with subcontractor, a provision requiring subcontractor to obtain any required permits and abide by Federal, State, and Local laws as provided in provision 5.4.1 hereof.

**6.7 Procurement.** In accordance with the provisions of 2 CFR Part 200, the Subrecipient shall establish written procurement procedures or abide by established and appropriate governmental procurement procedures. These procedures shall provide, at a minimum, that:

- A. All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that paragraphs (A) (1), (2) and (3) of this section apply.
  - 1) Subrecipient avoids purchasing unnecessary items and services.
  - 2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
  - 3) Solicitations for goods and services provide for all of the following:
    - a. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
    - b. Requirements which the bidder/offeror must be fulfilled and all other factors to be used in evaluating bids or proposals.
    - c. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
    - d. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
    - e. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
    - f. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- B. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of DOE awards shall take all of the following steps to further this goal.
  - 1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - 2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - 3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

- 4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - 5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.
- C. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the contractor but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.
- D. Contracts shall be made only with responsible subrecipients who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- E. Subrecipient s shall, on request, make available for the LHC, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:
- 1) A subrecipient's procurement procedures or operation fails to comply with the procurement standards in this contract provision.
  - 2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently \$150,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
  - 3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
  - 4) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
  - 5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
- F. The procurement procedure shall inform potential bidders or proposers of the necessity that the successful entity or entities shall be qualified to perform housing weatherization and shall be required to use weatherization personnel who have received the proper training in accordance with Weatherization State Plan.
- 1) In no case shall any obligation to pay such interest penalties be construed to be an obligation of the Federal government, and
  - 2) Any payment of such interest penalties may not be made from DOE funds nor be counted toward meeting a cost sharing requirement of a DOE award.

**6.8 American Made Equipment and Products.** To the greatest extent possible, all equipment and products purchased with funds under this Contract should be American-made.

**6.9 Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the recipient with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

**6.10 Historic Preservation.** Subrecipient is required to comply with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Subrecipient must contact the State Preservation Officer (SHPO), and if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 Review outlined in 36 CFR Part 800.

Section 110(k) of the NHPA applies to DOE funded activities. Subrecipient s shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

**6.11 Resolution of Conflicting Conditions.** Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**6.12 Statement of Federal Stewardship.** DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**6.13 Site Visits.** DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. LHC must provide, and must require Subrecipient (s) to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **6.14 Reporting Requirements.**

**6.14.1 Requirements.** The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached and incorporated herein by reference as Exhibit F (Federal Assistance Reporting Checklist, DOE F 4600.2). Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

**6.14.2 Dissemination of Scientific/Technical Reports.** Scientific/technical reports submitted under this award will be disseminated on the Internet via <https://www.osti.gov/scitech/> unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database <https://www.osti.gov/scitech/>.

**6.14.3 Restrictions.** Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**6.15 Federal, State and Municipal Requirements.** Subrecipient s must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **6.16 Intellectual Property Provisions and Contact Information.**

**6.16.1 [CAA]** shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Subrecipient during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Approved Services ("Work Product"). All Work Product is work made for hire to the extent allowed by law and, in addition, Subrecipient hereby makes all assignments necessary to accomplish the foregoing ownership. Subrecipient shall assist Corporation to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Subrecipient hereby irrevocably designates and appoints Corporation as its agents and attorneys-in-fact, coupled with an interest, to act for and on Subrecipient's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Subrecipient and all other creators or owners of the applicable Work Product. Subrecipient represents and warrants that all Work Product created for Corporation under this Agreement is original and does not infringe on the rights of any third party. Subrecipient further agrees to indemnify and hold harmless Corporation against any damages or losses related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that the Department of Energy reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in the Work Product; and (ii) any rights of copyright to which Corporation, Subrecipient or a subcontractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The provisions of 35 USC 202-204 and 37 CFR 401 regarding the ownership of Patents, Trademarks, and Copyrights and 15 USC 63 known as the Federal Technology Transfer Act apply to this agreement. This provision shall survive the expiration or termination of this Agreement.



**6.16.2.** Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award.

**6.17 Lobbying Restrictions and political activity.** By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913 and that you will not be involved in prohibited political activity as described in the Hatch Act, 5 USC 7321-7328. This restriction is in addition to those prescribed elsewhere in statute and regulation. Attachment E (Certification Regarding Lobbying) is hereby incorporated in this agreement by reference and is required to be completed for Subrecipients and Subcontractors.

## **ARTICLE 7 – DUTIES OF THE CORPORATION**

**7.1 Provision of Information to the Subrecipient.** The Corporation shall furnish the Subrecipient with information determined by the Corporation to be required for the orderly performance of the Subrecipient's duties under the Agreement, including information regarding changes in the Corporation's policies and procedures affecting any matter relevant to the Subrecipient's performance of the Agreement, although nothing herein limits the Subrecipient's responsibility for keeping current with modifications to the Guide in accordance with Paragraph 5.4.2 (Delivery of and Modification to the Program Guide) of the Agreement.

**7.2 Approval and Execution of Documents.** The Corporation shall have the sole right and authority to approve the Services being performed under this Agreement.

**7.3 Compensation of a Contractor.** The Corporation shall compensate Subrecipient for its services in accordance with this Agreement.

## **ARTICLE 8 – TERMS OF PAYMENT**

**8.1** Subrecipient must actually expend or obligate money before requesting reimbursement. Requests for reimbursement shall be submitted monthly and shall be received in the LHC Energy Department, on or before the 7<sup>th</sup> day of the month following the month the services are delivered and expenditures are incurred. Failure to fully complete the required documents, including statistical data, may result in the form being returned without payment or being held until such time as the correct information is received by the LHC. Payment will be made only upon approval of the LHC Administration.

**8.2 Advances on DOE Contracts** – DOE regulations 2 CFR Part 200 indicates that subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement.

At the beginning of the Department of Energy Weatherization Assistance Program Year, Subrecipients may request an advance on the Department of Energy/WAP allocation Only. Subrecipients are not authorized to request an advance that will exceed thirty (30) days cash needs for the Subrecipient's Weatherization Assistance Program. In no instance may advanced funds be used for any other program. Advances will be allowed based on an estimate of the expenditures determined by the Subrecipient for the costs report for the period the advance is being requested.

Cash will be replenished during the regular monthly invoicing process as reimbursements of expenses are paid. Subrecipient may request an advance for the first month of each program year and each month

thereafter until May of the end date of the program year. No advance will be allowed in the last month of the program year.

**8.3 Disallowed payment.** In the event the Corporation determines that a disallowed payment has been made to the Subrecipient, the Subrecipient shall reimburse the Corporation in the amount of the disallowed payment, or the Corporation shall have the right to offset and withhold said amounts from any amount due the Subrecipient under this Agreement for costs that have been deemed allowable.

**8.4 Withdraws.** In the event the Corporation withdraws a Program due to the Subrecipient's failure to perform in accordance with the Agreement, or in the event that the Subrecipient terminates the Agreement in accordance with Section 13.3.2 (Right of a Public Entity Subrecipient to Terminate for Convenience), the Subrecipient will be paid at the point of withdrawal an amount the Corporation determines is equal to the value of the Services performed by the Subrecipient with respect to such Program based on the Fees set forth in the Attachment A (Allocation Charts). In the event the Corporation withdraws a Program for any reason set forth in Section 4.2., other than for the reasons specified in Section 13.1, the Corporation shall pay the Subrecipient for its services an amount equal to the value of the Services performed by the Subrecipient with respect to such Program based on the Fees set forth in the Attachment A (Allocation Charts). The aforesaid payments and reimbursement are paid subject to the Corporation's right of set-off or recoupment. Payment to the Subrecipient will be withheld until all records pertaining to the subject Program are returned to the Corporation.

**8.5 Financial Management.** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance, 2 C.F.R. Part 200; (ii) the Program Year 2017 Weatherization Grant Guidance, WPM 17-1; (iii) Title IV of the Energy Conservation and Production Act, as amended (42 U.S.C. § et.seq.) and (iv) Low Income Home Energy Assistance Act of 1981, as amended, 45 CFR 96, LIHEAP Statute, regulations and guidelines; and (v) the State Plan. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Corporation if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

## **ARTICLE 9 – INDEMNIFICATION**

**9.1** Subrecipient agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Subrecipient, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Subrecipient as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Subrecipient agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**9.2** Nothing set forth above shall be deemed to constitute a waiver of, or attempt to compromise, any rights, privileges and immunities set forth in the provision of Louisiana law governing sovereign immunity.

**9.3 Survivability.** The protections offered by Article 9.1 and Article 9.2 above survive the Term of the Agreement.

## **ARTICLE 10 – REPRESENTATIONS AND COVENANTS**

**10.1** The Corporation represents as follows:

**10.1.1** The Corporation's Executive Director and/or his/her authorized representative have the power and authority required to execute, deliver and perform the Agreement on behalf of the Corporation.

**10.1.2** The Corporation's execution, delivery and performance of the Agreement have been duly authorized by all necessary official action.

**10.1.3** The Agreement constitutes a legal, valid and binding agreement of the Corporation.

**10.2** The Subrecipient represents as follows, that as of the Effective Date and through the Term of this Agreement:

**10.2.1** It has full power and authority to execute, deliver and perform the Agreement; it is an entity duly organized, validly existing and in good standing under the laws of the State or locality of its formation and with full power and authority to execute, deliver and perform the Agreement;

**10.2.2** The execution, delivery and performance of the Agreement have been duly authorized by all necessary corporate action of the Subrecipient;

**10.2.3** The Agreement constitutes a legal, valid, binding agreement of the Subrecipient, enforceable against the Subrecipient in accordance with its term, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect;

**10.2.4** Subrecipient possesses all necessary licenses, permits and approvals required to execute, deliver and perform the Services and its duties under the Agreement and is qualified to do business in all jurisdictions where such qualification is required for Subrecipient's performance of its duties under the Agreement;

**10.2.5** To the best of Subrecipient's knowledge, there is no litigation pending or threatened which would adversely impede or prevent Subrecipient's execution and performance of the Agreement, or which poses a conflict of interest in which the Subrecipient is taking an adverse position in litigation, an administrative proceeding or other contested matter with a Program covered by the Agreement;

**10.2.6** The representations made in the documents submitted by Subrecipient and relied on by the Corporation in entering into this Agreement are true and correct.

**10.2.7** The Subrecipient certifies that it, nor its directors and administrators:

**10.2.7.1** Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department, the Corporation, or by any state department or agency;

**10.2.7.2** Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for omission 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 a public

transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**10.2.7.3** Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Article 6.3.1 through 6.3.3; and

**10.2.7.4** Has not within a three-year period preceding the subcontract had one or more public transactions (federal, state or local) terminated for cause or default.

**10.2.8** The Subrecipient covenants that it will comply with, and will cause each Subcontractor to agree in its subcontract with Subrecipient to comply with all applicable Federal and state laws and regulations, including the Program Guide, in performing its and their respective responsibilities under the Agreement and the subcontracts.

**10.3** If deemed necessary in the sole discretion of the Corporation, the Subrecipient shall provide the Corporation with an opinion of counsel confirming the matters set forth in Article 10.2. through Article 10.2.8 above.

**10.4** The Subrecipient shall promptly provide the Corporation with notice of any anticipated development or event that would adversely and materially affect the Subrecipient's financial condition or its ability to perform its obligations under the Agreement.

**10.5** The Subrecipient shall promptly notify the Corporation of any conflicts between the Agreement, the Program Guide and other Corporation rules and regulations.

## **ARTICLE 11 – INSURANCE REQUIREMENTS**

**11.1 In General.** Subrecipient shall and require that all subcontractors on this project carry and maintain at all times during the performance of work pursuant to this Contract, the following types of insurance:

**11.2 Minimum Scope and Limits of Insurance.** The Subrecipient shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, employees or subcontractors. The minimum scope and limits of insurance to be purchased and maintained are as follows:

**11.2.1 Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of five hundred thousand dollars (\$500,000) per accident/per disease/per employee.

**11.2.2 Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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

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

**11.4.1 Workers Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Subrecipient for the Agency.

**11.4.2 General Liability and Automobile Liability Coverages**

**11.4.2.1.** The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Subrecipient. ISO Form CG 2010 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

**11.4.2.2** The Subrecipient's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Subrecipient's insurance.

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

**11.4.2.4** The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

**11.5 All Coverage.**

**11.5.1** Coverage shall not be canceled, suspended, or voided by either party (the Subrecipient or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Subrecipient policy.

**11.5.2** Neither the acceptance of the completed work nor the payment thereof shall release the Subrecipient from the obligations of the insurance requirements or indemnification agreement.

**11.5.3** The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

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

**11.6 Acceptability of Insurers.** All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Subrecipient shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**11.7** Subrecipient alone shall be responsible for investigation and payment of claims not covered by insurance. The Agency shall not in any way be responsible for payment of any claims determined to be Subrecipient's responsibility under this Agreement.

**11.8.1 Verification of Coverage.** Subrecipient shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

**11.8.2** In addition to the Certificates, Subrecipient shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

**11.8.3** Upon failure of the Subrecipient to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Subrecipient to purchase and/or maintain any required insurance shall not relieve the Subrecipient from any liability or indemnification under the contract.

**11.9 Subcontractors.** Subrecipient shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**11.10 Workers Compensation Indemnity.** In the event Subrecipient is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Subrecipient, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Subrecipient, its owners, agents and employees. The parties further agree that Subrecipient is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Subrecipient hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Agency

## **ARTICLE 12 – CONFIDENTIALITY, BOOKS, RECORDS AND SUBRECIPIENT OVERSIGHT**

### **12.1 Recordkeeping and Reporting Requirements.**

#### **12.1.1 General.**

- A. Maintenance of Substantiating Documentation.** At all times during the Term of the Agreement and for 3 years following Expiration or Termination, the Subrecipient shall maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subrecipient, and all photocopies or reproductions thereof, relevant to the Subrecipient's performance under the Agreement (all of which shall collectively constitute the "Records"). The Subrecipient shall require its Subcontractors to maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subcontractor, and all photocopies or reproductions thereof, relevant to Subcontractor's performance of the requirements of the Agreement. The Subrecipient shall maintain at its principal places of business, or a convenient, secure location off-site, the final reports or other final work product and Records prepared by the Subrecipient and its Subcontractors. All Records stored off-site shall be available to the

Corporation upon 48 hours' notice to the Subrecipient. All Records collected or prepared by the Subrecipient or Subcontractors, or related to the Subrecipient's performance under the Agreement shall be the property of the Corporation and shall not, in any manner, be construed to be the property of the Subrecipient.

- B. Production of Records to Corporation. The Subrecipient shall promptly forward such Records as the Corporation shall require in writing.
- C. Subrecipient will be required to submit certain reports for each Program, as will be outlined in Attachment A (Allocation Charts) and/or Program Guide. Failure of Subrecipient to submit reports on time shall be deemed a default and/or may be the basis for withholding payments, suspension or termination of the contract and/or withdrawal of the Program(s) that are relative to certain reports.

**12.1.2 Generally Accepted Accounting Principles.** The Subrecipient shall maintain all accounts and prepare the related financial statements and reports required under the Agreement in accordance with generally accepted accounting principles applied on a consistent basis and formatted in a manner acceptable to the Federal government.

**12.1.3 Retention of Records.** Retention and disposition of Records shall be governed by Section 13.4.3.

**12.1.4 Corporation's Right to Examine Books and Records and to Audit.**

- A. **Access to Books and Records.** At all times during the Term of the Agreement and at all times during the three (3) year period following the Expiration or Termination of the Agreement, Corporation and its duly authorized agents, representatives, employees, or other government entity may, upon forty-eight (48) hours' notice, enter upon the Subrecipient's place of business and, during business hours, inspect, audit, and copy: (i) any Records held by the Subrecipient relevant to Subrecipient's performance under the Agreement; and (ii) any Records held by the Subcontractor relevant to Subrecipient's performance under the Agreement. Subrecipient shall not require unreasonable prior notice or otherwise limit the access of the Corporation or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records held by Subrecipient or any Subcontractors. Subrecipient shall also make available to the Corporation the appropriate staff for purposes of conducting a Records review or for other reasonable purposes. The records maintained by Subrecipients and their subcontractors are subject to The Freedom of Information Act, 5 USC 552, and state public records provisions.
- B. **Subcontracting and Books and Records Access.** Subrecipient agrees to include in subcontracts under the Agreement a clause to the effect that the Corporation or its duly authorized agents, representatives or employees, or other government entity may, until three years after final payment under the subcontract, at such reasonable times as the Corporation may determine, inspect, audit and copy any of Subcontractor's Records relevant to their performance related to the Agreement. Such clause shall provide that Subcontractor may require up to 48 hours' notice and will not otherwise limit the access of the Corporation or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records of the Subcontractor.
- C. **Period of Examination.** The periods of access and examination in subsections (a) and (b) above for Records relating to (1) litigation or settlement of claims arising from the

performance of the Agreement, or (2) costs and expenses of the Agreement shall continue until such appeals, litigation, claims, or exceptions are disposed of.

- D. **Record Retention and Access.** Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that Corporation makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.

**12.1.5 Confidentiality.** The Subrecipient and any subcontractors shall abide by all laws and regulations concerning confidentiality, which safeguard information and the client information, including state and federal rules and regulations regarding the safeguarding of personally identifiable information, including but not limited to 42 USC 290dd-2 and 42 USC 290ee-3, and the Privacy Act, 5 USC 552a.

## **12.2 Audit Requirements**

Subrecipient grants to the State of Louisiana, through the Louisiana Housing Corporation, the Office of the Legislative Auditor, the Inspector General's Office, the Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this Agreement. Subrecipient is expected to comply with federal and/or state laws requiring an audit of Subrecipient's operation as a whole or of specific program activities.

If Subrecipient expends \$750,000 or more in federal funds annually, Subrecipient is required to obtain a single or program-specific audit. Subrecipient shall inform the Corporation within thirty (30) days after the end of Subrecipient's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Subrecipient shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in OMB Circular A-133 revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations, and any other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.

If the cost of the audit is to be recovered through this Agreement, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.

If Subrecipient expends less than \$750,000 per year in federal funds, Subrecipient shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised January 22, 2015) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit. Upon completion of the audit, two (2) copies of this report shall be forwarded to the Louisiana Housing Corporation.

## **ARTICLE 13 – TERMINATION OF AGREEMENT; PROCEDURES UPON TERMINATION OR EXPIRATION OF AGREEMENT**



**13.1 Termination by the Corporation for Cause.** A default shall exist under the Agreement and the Corporation may terminate the Agreement for cause upon written notice to the Subrecipient if the Corporation determines that any of the following events of default have occurred:

**13.1.1** The Subrecipient has made a false claim for payment of fees under the Agreement or has made a statement to the Corporation that contains an untrue material fact or fails to contain a material fact necessary to make the statements made not misleading, whether or not Subrecipient has made such a statement to the Corporation prior to the Effective Date or during the Term of the Agreement;

**13.1.2** A material adverse change has occurred in the financial condition of Subrecipient that affects or is likely to adversely affect Subrecipient's performance under the Agreement;

**13.1.3** A material adverse change has occurred in Subrecipient's ability or capacity to perform the Agreement;

**13.1.4** The Subrecipient files a petition for bankruptcy, reorganization or arrangement under any Federal or State statute, or makes an assignment for the benefit of creditors or takes advantage of any insolvency statute or similar statute. If a receiver or trustee is appointed for the property and assets of Subrecipient and such receivership is not discharged within sixty (60) days of such appointment;

**13.1.5** The Subrecipient or a principal thereof becomes ineligible to contract with the Corporation under applicable laws and regulations, or is the subject of any Federal or State debarment or suspension proceeding or similar administrative sanction or is indicted or convicted of any criminal offense.

**13.1.6** The Subrecipient fails to perform any of its duties pursuant to and in accordance with Article 5 hereof or any other term, condition or obligation pursuant to and in accordance with the Agreement, any Program Guide or Corporation rules or regulations.

**13.1.7** The Subrecipient, or those acting on its behalf (including Subcontractors), takes any action: (i) which is not permitted by the Agreement or not in accordance with Subrecipient's responsibilities in ensuring performance of the Agreement executed by the Corporation; (ii) which is not within the scope of Subrecipient's duties under the Agreement; (iii) which is not within Subrecipient's authority under the Agreement; (iv) which amends any document which is a part of the Agreement or incorporated in the Agreement without the Corporation's approval; (v) which fails to comply with any rules or regulations or statutes and Regulations of the branch of Federal government providing the funds; or (vi) which would constitute a violation of any Federal, State or local law.

**13.1.8** The Subrecipient has committed an act or acts of negligence or willful misconduct in the performance of its duties under the Agreement

**13.1.9** An Anticipatory Breach has occurred under the Agreement.

**13.1.10** The Subrecipient is in default in the performance of its obligations under the Agreement.

**13.2 Payment Upon Termination for Cause.** In the event of Termination due to an uncured default, the Subrecipient shall be paid an amount the Corporation determines is equal to the value of the Services performed by Subrecipient, for each Program, as of the date of Corporation's notice of an event of default and the expiration of any cure period that may be contained in such notice. Such amount shall be based on the Fees set forth in the Attachment A (Allocation Charts). Notwithstanding the previous sentence or any other provision of the Agreement, the Corporation may, in such event, at the Corporation's option, withhold any Fees or reimbursement expenses accrued but not yet paid.

In no event shall the amount of any sum retained by the Corporation under this Article 13 limit the amount that the Corporation may claim and recover against Subrecipient in connection with any claim the Corporation may assert against Subrecipient for damages due under the Agreement. The Corporation also retains the right of set-off and recoupment.

### **13.3 Termination for Convenience.**

**13.3.1 Right of Corporation to Terminate for Convenience.** The Corporation may, at its option and at any time, terminate the Agreement regardless of whether Subrecipient is in default in the performance of any of its obligations under the Agreement if such Termination is in the best interests of the Corporation. In the event the Corporation terminates the Agreement for convenience, the Corporation shall pay the Subrecipient for its Services an amount based on the Fees set forth in the Attachment A (Allocation Charts).

**13.3.2 Right of a Public Entity Subrecipient to Terminate for Convenience.** If the Subrecipient is a public entity, then the Subrecipient may, at its option and at any time in accordance with applicable law, terminate this Agreement regardless of whether the Corporation is in default in the performance of any of its obligations under this Agreement, if such Termination is in the best interests of the Subrecipient. In the event the public entity Subrecipient terminates this Agreement for convenience, the Corporation shall pay the Subrecipient for its Services based on the Fees set forth in the Attachment A (Allocation Charts).

### **13.4 Procedures for Termination.**

**13.4.1 Notice for Termination for Cause.** The Corporation shall notify the Subrecipient in writing of a default of the Agreement under Section 13.1. The Corporation shall provide the Subrecipient with ten (10) days to cure the default. If, at the end of the cure period, the Corporation determines that the violation has not been cured, the Termination of the Agreement shall be effective immediately, without further notice.

**13.4.2 Notice for Termination for Convenience.** In the event the Corporation wishes to terminate the Agreement for reasons of convenience, the Corporation shall provide the Subrecipient with thirty (30) days advance written notice of the Termination. The Termination will be effective at the end of the thirty (30) day period.

**13.4.3 Books and Records.** Upon the Expiration or upon receipt of notice of Termination of the Agreement, Subrecipient, as directed by the Corporation, either will immediately deliver all Records to the control of the Corporation or the Corporation's authorized agent at Subrecipient's sole expense or will hold the Records for up to a three (3) year period. During this period, Subrecipient shall continue to maintain Records relevant to its performance under the Agreement at its principal place of business, or a convenient, secure location off-site, which shall be accessible to the Corporation upon 48 hours' notice to the Subrecipient. Corporation shall have the right to enter upon Subrecipient's place of business or off-site location to take physical possession and control of the Records, and the Corporation may restrain any breach of the provisions of this Section 13.4.3 by injunction. Subrecipient may, at its own expense, make and maintain copies of the Records for its files for the period up to three (3) years following Expiration or Termination of the Agreement, subject to Subrecipient's obligation to maintain the confidentiality of all Nonpublic Information in such materials in accordance with Federal and state law, as well as federal and state regulations. In all events, Subrecipient shall at the end of the three (3) year period following Expiration or Termination of the Agreement deliver the Records to the Corporation or the Corporation's authorized agent at Subrecipient's sole expense, unless it has previously done so at the Corporation's request. Subrecipient expressly waives all right to any statutory or possessory lien on the Records.

Subrecipient may request the Corporation to return to Subrecipient copies of any Records that have been previously delivered to the Corporation under this section and have not been destroyed, for a limited period of time, as necessary for Subrecipient to satisfy state law audit and other governmental requirements. Subrecipient's request shall identify the Records and the governmental requirement for which the Records are sought.

**13.4.4 Duty of Cooperation.** Upon the Expiration or Termination of the Agreement, Subrecipient will cooperate with the Corporation to effect an efficient, smooth, and timely transition of responsibility with respect to the Programs.

**13.5 Effect of Termination.** Upon the termination of the Agreement for any reason, the Corporation's appointment of Subrecipient shall terminate, but the Termination of the Agreement shall not affect any right, obligation or liability that has accrued under the Agreement.

**13.6 Further Assurances.** Subrecipient shall cooperate with the Corporation after Termination of the Agreement to execute and deliver such documents as the Corporation may request to carry out the terms and provisions of the Agreement, provided that such documents shall not increase the Subrecipient's liabilities or diminish the Subrecipient's rights under the Agreement.

**13.7 Closeout.** Final payment request(s) under this Agreement must be received by Corporation no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Corporation after this date without authorization from Corporation. In consideration of the execution of this Agreement by Corporation, Subrecipient agrees that acceptance of final payment from Corporation will constitute an agreement by Subrecipient to release and forever discharge Corporation, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to Corporation under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Corporation. Such requirements shall include, without limitation, submitting final reports to Corporation and providing any closeout-related information requested by Corporation by the deadlines specified by Corporation. This provision shall survive the expiration or termination of this Agreement.

## **ARTICLE 14 – MISCELLANEOUS PROVISIONS**

**14.1 Assignment; Binding Effect.** Subrecipient may not assign or transfer the Agreement or any rights or benefits under the Agreement to any person or entity without the prior written approval of the Corporation, which approval may be withheld or conditioned as the Corporation may determine. Any assignment made without receiving prior written approval of the Corporation shall be void. All of the covenants, conditions and obligations contained in the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Corporation and Subrecipient.

**14.2 Public Law 103-227, Part C.** Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient expressly agrees that it will comply with Public Law

103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**14.2.1 Notices.** All notices, requests, demands and other communications which are required or permitted to be given under the Agreement shall, unless otherwise specified herein, be in writing and sent by hand delivery, overnight courier, registered or certified mail, return receipt requested, postage prepaid or facsimile (with the original sent within twenty-four (24) hours of such facsimile by hand delivery, overnight courier or by registered or certified mail, return receipt requested and postage prepaid):

**14.2.2** If to Corporation, to:

**Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808**

**14.2.3** If to Subrecipient to:

**Terrebonne Parish Consolidated Government  
809 Barrow Street  
Houma, LA 70360**

All such notices, requests, demands and other communications shall be effective upon the actual delivery thereof to the address identified pursuant to this Section (or the refusal thereof by the addressee at the address identified pursuant to this Section). Either party may change its address for purposes of this Section by sending to the other party the Agreement written notice of the new address in the manner specified in this Section. Each party shall be responsible for notifying the other of any change of address.

**14.3 Nondiscrimination.** Subrecipient agrees that during the performance of the Agreement:

**14.3.1** Subrecipient shall not violate Federal or state laws that prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual preference, or sexual identification, age, mental or physical disability or national origin.

**14.3.2** Subrecipient shall take affirmative action to comply with all Federal and state laws to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, mental or physical disability or national origin. Such action shall include, but not be limited to: (i) employment; (ii) upgrading; (iii) demotion; (iv) transfer; (v) recruitment or recruitment advertising; (vi) layoff or Terminations; (vii) rates of pay or other forms of compensation; and (viii) selection for training, including apprenticeship.

**14.3.3** Subrecipient shall include the terms and conditions of Sections 14.3.1 and 14.3.2 in every Subcontract so that these terms and conditions will be binding upon each Subcontractor.

**14.4 Intellectual Property Provisions.** The intellectual property provisions applicable to the DOE award under this program are referenced at <https://energy.gov/sites/prod/files/2015/01/f19/GNP-115.pdf> . The regulatory provisions applicable are 2 CFR 200.315 and 37 CFR 401.14.

**14.5 Drug-Free Workplace.** Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182, and the applicable regulations set forth

in 10 C.F.R. Part 607, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

**14.6 Severability.** If any provision of the Agreement shall be determined to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby, and every provision of the Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

**14.7 Headings.** The headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or Section of the Agreement.

**14.8 Survival.** The provisions contained in the Agreement, including but not limited to the express obligations contained in the Articles, which, by their terms, require their performance after the Expiration or Termination of the Agreement, shall be enforceable notwithstanding the Expiration or other Termination of the Agreement.

**14.9 Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in the Agreement.

**14.10 Corporation's and Subrecipient's Remedies Not Exclusive.** The rights and remedies of the Corporation and the Subrecipient provided in the Agreement are cumulative and not exclusive and are in addition to any other legal and administrative rights and remedies now or hereafter provided by law.

**14.11 Industry Standards.** Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Agreement and the standards of performance generally acceptable in the industry. In the absence of a detailed specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. If the LHC notifies Subrecipient of any services performed in violation of this standard, Subrecipient will re-perform the services at no cost to the LHC, such that the services are rendered in the above-specified manner.

**14.12 Notice of Claims under the Agreement.** Corporation and Subrecipient each agree that it will provide the other with written notice of any claim for legal relief or equitable relief it may have against the other arising under or in connection with the Agreement, that it will refrain from filing suit with respect to any such dispute for a period of sixty (60) days following the other's receipt of such notice and that it will promptly meet with the other after providing such notice in a good faith effort to resolve the dispute.

**14.13 Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14.14 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**14.15 Communications with the Media.** Neither Subrecipient nor its employees or subcontractors shall communicate with, or provide information to, members of the press or other media regarding its agreement with, or work for, the Corporation without the Corporation's prior approval, which will not be unreasonably withheld. Corporation and the Subrecipient will establish procedures to expedite compliance with this section. Nothing here shall preclude a Subrecipient from attending and participating in a public meeting that is also being attended and/or reported on by members of the press or other media.

In the event that Subrecipient is approved to communicate or provided information to members of the press or other media, Subrecipient shall do so in compliance with Public Law 103-333, Section 508.

**14.16 Force Majeure.** Corporation and Subrecipient shall be excused for the period of any delay in the performance of any obligations under the Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation, civil commotion, war, invasion, rebellion, hostilities, military or usurped power, sabotage, pestilence, riots, fire or other casualty or acts of God.

**14.17 Multiple Contracts or Engagements.** If, at any time during the Term of the Agreement, the Subrecipient is performing services for the Corporation pursuant to another contract or agreement, the Subrecipient shall separately maintain Records and Operating Accounts for each such agreement and shall otherwise segregate matters pertaining to its performance under each such agreement.

**14.18 Third Party Beneficiaries.** Subrecipient and the Corporation agree that there are no parties which are third party beneficiaries to the Agreement.

**14.19 Joint and Several Liability.** If Subrecipient is organized as a joint venture, the liability of the joint ventures in connection with all duties, obligations and liabilities under the Agreement shall be joint and several.

**14.20 Entire Agreement; Modification.** The Agreement, Exhibits and Attachments hereto, which are hereby incorporated by reference, constitute the entire agreement between the parties. If there is any inconsistency between the terms of the Agreement and any attachments or exhibits hereto, the terms of the Agreement shall govern. There are no promises or other agreements, oral or written, expressed or implied, between them other than as set forth in the Agreement. No change or modification of, or waiver under, the Agreement shall be valid unless it is in writing and signed by a duly authorized representative of the party against which it is to be enforced.

**14.21 Federal Financial Accountability and Transparency Act of 2006 ("FFATA") Reporting Requirements.** FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$25,000 or greater. The Subrecipient, as a sub-recipient, must provide any information needed pursuant to these requirements.

**14.21.1 Data Universal Numbering System (DUNS) number** – Pursuant to 2 CFR, Part 25, FFATA reporting requirements and in order to receive funding under this Agreement, the agrees to provide LHC with a valid Dun and Bradstreet ("D&B") Data Universal Numbering Systems ("DUNS") number that identifies the Subrecipient. Accordingly, the Subrecipient agrees to register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement, if it does not currently have a DUNS number.

**14.21.2 System for Award Management (SAM)** – The Subrecipient agrees to register in the System for Award Management ("SAM") which is the primary registrant database for the U.S. Federal Government. The Subrecipient further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM throughout the Term of this Agreements Information regarding the process to register in SAM can be obtained at <https://www.sam.gov/portal/SAM/#1> .

**14.21.3 Executive Compensation** – The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers if the Subrecipient in the preceding fiscal year received

eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity 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. However, if the Subrecipient certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange Commission, this date is not required to be submitted into the SAM under FFATA. However, the Subrecipients will still be required to register and submit the other data requested.

**14.22 Equal Treatment for Faith-Based Organizations.** Subrecipient shall comply with the regulations regarding the equal treatment of religious organizations in programs, pursuant to EO 13559.

**14.23 Policies on Limited English Proficient Persons.** Subrecipient must have written policies that are consistent with the EO 13166.

**14.24 Amendment.** Any amendment to this Agreement shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

**14.25 Required Contract Provisions.** Attachment D (Other Contract Provisions) is hereby incorporated by reference in this agreement and applies to the Subrecipient and any subcontractors.

**IN WITNESS WHEREOF,** each party has caused this instrument to be signed on its behalf by its duly authorized agent.

**SUBRECIPIENT:**  
Terrebonne Parish Consolidated Government

**CORPORATION:**  
Louisiana Housing Corporation

\_\_\_\_\_  
Signature of Duly Authorized Representative

  
\_\_\_\_\_  
Edsel Keith Cunningham, Jr.  
Executive Director

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title

SIGNED AT \_\_\_\_\_, LOUISIANA

SIGNED AT BATON ROUGE, LOUISIANA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

## **SUBAWARD AGREEMENT**

### **List of Attachments**

<b><u>Attachment A</u></b>	<b>Allocation Charts</b>
<b><u>Attachment B</u></b>	<b>WAP Production Schedule</b>
<b><u>Attachment C</u></b>	<b>Subaward Data</b>
<b><u>Attachment D</u></b>	<b>Required Contract Provisions</b>
<b><u>Attachment E</u></b>	<b>Certification Regarding Lobbying</b>
<b><u>Attachment E</u></b>	<b>Federal Assistance Reporting Checklist, DOE F 4600.2</b>



Attachment A

Weatherization Assistance Program

2017 DHHS ONLY Allocation  
Expires 6/30/2018

Agency	Parish	Admin.	Program Operations	Health & Safety	Liability Insurance	IRP	Total	Budgeted Units
Terrebonne CG	Terrebonne	\$6,698.02	\$80,523.82	\$11,790.61	\$2,000.00	\$9,600.00	\$110,612.45	12
			Program Ops A					
		\$	72,471.44	\$				
			Program Ops B					
			8,052.38					

Attachment B

**PY2017 WAP PRODUCTION SCHEDULE**

7/1/2017 – 6/30/2018

Agency Name: \_\_\_\_\_

Month	DHHS/WAP	DOE	Total DOE +DHHS
	Contracted	Contracted	Contracted
July			
August			
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			
Program Totals			

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

**Attachment C**

**Subaward Data**

(i)	Subrecipient Name	Terrebonne Parish Consolidated Government
(ii)	Subrecipient Unique Entity Identifier:	045774333
(iii)	Federal Award Identification Number (FAIN):	DOE # DE-EE0007923 DHHS CAN # 2017G99201
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS: October 25, 2016
(v)	Subaward Period of Performance Start Date:	July 1, 2017
	Subaward Period of Performance End Date:	June 30, 2018
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS-\$110,612.45
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the Total Agreement Funds specified above]
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS-\$110,612.45
(ix)	Federal Award Project Description:	Funds allocated to Subrecipient to weatherize homes.
(x)	Name of Federal Awarding Agency:	Department of Energy
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	[Insert contact information]
	Contact Information for [CAA] Authorizing Official:	Edselle Keith Cunningham, Jr. Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for [CAA] Project Director:	Loretta Wallace Program Administrator 11637 Industriplex Blvd. Baton Rouge, LA 70809
(xi)	CFDA Number and Name:	#81.042 Weatherization Assistance to Low Income Persons
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 2 CFR 200.414

## **Attachment D**

### **Required Contract Provisions**

#### **(Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)**

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where subrecipients/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, subrecipients/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, subrecipients/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each subrecipient/subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Pursuant to 40 U.S.C. 3702 of the Act, each subrecipient/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- F. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Subrecipients/subcontractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- I. See §75.331 Procurement of recovered materials.

**Attachment E**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Code. 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.

Subrecipient/Subcontractor

By: \_\_\_\_\_

Name:

Title:

Entity Name:

Date: \_\_\_\_\_

**Attachment F**

**Federal Assistance Reporting Checklist**

**DOE F 4600.2**



Monday, September 11, 2017

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**Item Title:**

Agreement for the Flood Mitigation Assistance Elevation Program

**Item Summary:**

RESOLUTION: Authorizing the Parish President to enter into an agreement for the Flood Mitigation Assistance Elevation program to reduce the flood risk for Severe Repetitive Loss properties.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/5/2017	Executive Summary
Memo	9/5/2017	Cover Memo
Resolution	9/5/2017	Resolution
Approval and Funding Information	9/5/2017	Backup Material





**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution authorizing the President to enter into agreement for the Flood Mitigation Assistance Elevation program to reduce the flood risk for Severe Repetitive Loss properties.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution authorizing the President to enter into the appropriate subgrantee agreement with the Governor’s Office of Homeland Security and Emergency preparedness to in order to receive funding and implement the Flood Mitigation Assistance Elevation program.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To enter into an agreement to accept \$317,331 of FEMA Hazard Mitigation Assistance funding to elevate 2 severe repetitive loss structures under the FMA-PJ-06-LA-2016-009 grant.

TOTAL EXPENDITURE			
\$0			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL – N/A		ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	<u>NO</u>	YES	IF YES AMOUNT BUDGETED:

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

Chris Pulaski

Signature

9/5/17

Date

September 5, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda Item September 11<sup>th</sup> and 13<sup>th</sup>, 2017

---

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into a subgrantee agreement between Terrebonne Parish Consolidated Government and The Governor's Office Of Homeland Security And Emergency Preparedness to implement the Flood Mitigation Assistance Elevation Program for SRL properties.

If everything meets with your approval, it is respectfully requested that you place the resolution on the September 11<sup>th</sup> Community Development & Planning Committee agenda for consideration. If you have any questions, please advise.

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE FLOOD MITIGATION ASSISTANCE ELEVATION PROGRAM FMA-PJ-06-LA-2016-009.

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

**WHEREAS**, by communication from the GOHSEP dated August 7, 2017, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate severe repetitive loss structures was approved by FEMA July 31, 2017; and

**WHEREAS**, the approved funding to elevate or otherwise mitigate approximately two (2) flood damaged structures in the Parish is as follows:

Federal Share (100%)	\$ 317,331
Non Federal Share (0%)	\$
TOTAL PROJECT AWARD:	\$ 317,331

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

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

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

**Governor's Office of Homeland Security  
and Emergency Preparedness**  
State of Louisiana

**TERREBONNE PARISH  
GOVERNMENT**

**AUG 18 2017**

**ADMINISTRATION**

**JOHN BEL EDWARDS**  
GOVERNOR



**JAMES B. WASKOM**  
DIRECTOR

August 7, 2017

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

RE: Approval and Funding  
Terrebonne Parish – SRL Elevation Project  
FMA-PJ-06-LA-2016-009, EMT-2016-FM-E005 (2)

Dear President Dove:

On behalf of Governor John Bel Edwards, I am pleased to inform you that your application for Federal assistance under the Flood Mitigation Assistance Program was approved by FEMA on July 31, 2017 (see enclosures) for the above referenced projects. The approved funding for eligible project activities is as follows:

Title	Federal Share	Non-Federal Share	Total Project Cost
FMA-PJ-06-LA-2016-009	\$317,331.00	\$0.00	\$317,331.00

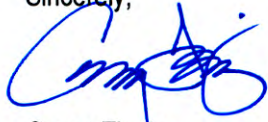
A Subgrantee Agreement briefing is required for the grant award. The following information will be explained to you and members of your staff:

- Project Performance Period of March 15, 2016 – August 30, 2019
- Reporting Requirements
- Procurement Process
- Process for requesting reimbursement of funds
- Information on Subgrantee Management Costs
- Subgrantee Agreement Review

Honorable Gordon E. Dove  
Page 2  
August 7, 2017

If you have any questions, please contact your assigned State Applicant Liaison Tiffany Doucet at (225) 376-5104 or [Tiffany.Doucet@la.gov](mailto:Tiffany.Doucet@la.gov).

Sincerely,



Casey Tingle  
Assistant Deputy Director  
Hazard Mitigation Section

CT:td

Enc.    FEMA Approval Letter Dated July 31, 2017  
         FEMA Flood Mitigation Assistance Program grant agreement  
         Record of Environmental Condition  
         GOHSEP Subgrantee Agreement  
         Scope of Work  
         Milestones  
         Budget



**FEMA**

July 31, 2017

Jeffrey Giering  
State Hazard Mitigation Officer  
Governor's Office of Homeland Security and  
Emergency Preparedness  
1500 Main Street  
Baton Rouge, LA 70802

Reference Award: EMT-2016-FM- E005 (2)

Dear Mr. Giering:

Enclosed is an executed copy of FEMA Form 76-10A reflecting Amendment 2 to award number EMT-2016-FM-E005. Your PARS Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please contact Trey Rozelle at 940.898.5412.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Brown".

Michael J. Brown  
Assistance Officer

Attachment: National Historic Preservation Act Condition Statement

cc: Trey Rozelle, Program Specialist, Mitigation Division



Attachment

National Historic Preservation Act Condition Statement

Subgrant Number	Description	Condition
FMA-PJ-06- LA-2016- 001 (0)	Executive Order 11988 - Floodplains Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)  Clean Air Act (CAA)  Executive Order 11988 - Floodplains  Coastal Zone Management Act (CZMA)	For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.  Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.  If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).  Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.  The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
FMA-PJ-06- LA-2016- 003 (0)	Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.



Executive Order 11988 - Floodplains	Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22057C0370E, and 22057C0145E, 22057C0600E, 22057C0540E, 22057C0140E, dated 7/30/2008, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Executive Order 11988 - Floodplains Clean Air Act (CAA)	For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.  If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
FMA-PJ-06- Executive Order LA-2016- 11988 - 004 (0) Floodplains	Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22051C0095F; 22051C0115F; 22051C0120F; 22051C0180F; 22051C0185F; 22051C0190F; 22051C0195F; 22051C0215F; 22051C0220F; 22051C0255F; 22051C0260F; and 22051C0325F, dated 2/15/2016, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Executive Order 11988 - Floodplains Resource Conservation and Recovery Act, aka Solid Waste	For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.  Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum



Disposal Act (RCRA)	products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Executive Order 11990 - Wetlands	For the reconstruction at 3661 Privateer Blvd, Barataria, LA and 2353 Caddy Dr Marrero, LA, the applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
Clean Air Act (CAA)	If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
FMA-PJ-06-Clean Air Act LA-2016- (CAA) 009 (0)	If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Executive Order 11988 - Floodplains	Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22109C0450E and 22109C0650E, dated 7/30/2008, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions



		should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
Executive Order 11990 - Wetlands		The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.
Executive Order 11990 - Wetlands		The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)		Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Executive Order 11988 - Floodplains		For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.
FMA-PJ-06-LA-2016-014 (0)	Executive Order 11990 - Wetlands	The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.
	Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.



	Clean Air Act (CAA)	If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
	Executive Order 11990 - Wetlands	The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
FMA-PJ-06- LA-2016- 015 (0)	Clean Air Act (CAA)	If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
FMA-PJ-06- LA-2016- 016 (0)	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the



		requirements and to the satisfaction of the governing local, state and federal agencies.
	Clean Air Act (CAA)	If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
	Executive Order 11988 - Floodplains	For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.
	Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.
	Executive Order 11990 - Wetlands	For the proposed work at 118 Blind River Estates, the applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.
FMA-PJ-06-Resource LA-2016-018 (0)	Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
	Coastal Zone Management Act (CZMA)	The applicant is responsible for coordinating with and obtaining any required Coastal Use Permit(s) (CUP) or other authorizations from the Louisiana Department of Natural Resources (LDNR) Office of Coastal Management's Permits and Mitigation Division prior to initiating work. The applicant must comply with all conditions of the required permits. All coordination pertaining to

these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

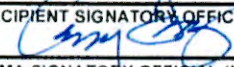
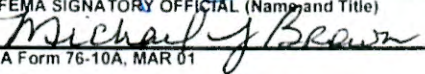
Executive Order  
11988 -  
Floodplains

Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22103C0291F; 22103C0292F; 22103C0293F; 22103C0305F; 22103C0465F; 22103C0490F; 22103C0503F; 22103C0515F; 22103C0520F; and 22103C0630F; dated 4/30/2008, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order  
11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.



FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT					O.M.B. NO. 3067-0206 Expires February 29, 2004	
1. AGREEMENT NO. EMT-2016-FM-E005	2. AMENDMENT NO. 2	3. RECIPIENT NO. V00020991	4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> CA <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> AMENDMENT		5. CONTROL NO. T502989N, T502992N, T502995N	
6. RECIPIENT NAME AND ADDRESS Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) 1500 Main Street Baton Rouge, LA 70802-0000		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VI Federal Regional Center 800 N Loop 288 Denton, TX 76209		8. PAYMENT OFFICE AND ADDRESS		
9. NAME OF RECIPIENT PROJECT OFFICER Shontae Davis		PHONE NO. 225 267 2627	10. NAME OF FEMA PROJECT OFFICER Trey Rozelle		PHONE NO. 940 898 5412	
11. EFFECTIVE DATE OF THIS ACTION 07/26/2017	12. METHOD OF PAYMENT <input type="checkbox"/> HHS SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER		13. ASSISTANCE ARRANGEMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER		14. PERFORMANCE PERIOD From: 03/15/2016 To: 08/30/2019 BUDGET PERIOD From: To:	
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
FMA PJ MC	97 029	2016-05-J117-R062-4101-D 2017-05-J117-R062-4101-D	\$2,825,416.48 \$23,896,224.15	\$0.00 \$21,362,013.74	\$2,825,416.48 \$45,258,237.93	\$491,287.37 \$2,048,273.85
TOTALS			\$26,721,640.67	\$21,362,013.74	\$48,083,654.41	\$2,539,561.22
b. To describe changes other than funding data or financial changes, attach schedule and check here <input type="checkbox"/>						
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FEMA (See Block 7 for address)						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  Casey Tingle-Assistant Deputy Director, Hazard Mitigation					DATE 7/31/2017	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  Michael J. Brown Assistance Officer					DATE 7/31/17	

FY 2016  
FLOOD MITIGATION ASSISTANCE PROGRAM  
GRANT AGREEMENT ARTICLES

FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT ARTICLES  
CFDA# 97.029

**RECIPIENT:** Louisiana Governor's Office of Homeland Security and Emergency Preparedness

**AGREEMENT NUMBER:** EMT-2016-FM-E005

**AMENDMENT NUMBER:** A-2

**DESIGNATED AGENCY:** Federal Emergency Management Agency

**PERFORMANCE PERIOD:** March 15, 2016 through August 30, 2019

**GENERAL INFORMATION:**

The **Flood Mitigation Assistance** (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

**ARTICLE I. FEMA AUTHORITY**

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal or Territory government, hereinafter referred to as "the Recipient," through its designated agency named above, funds in the amount specified on the obligating document, to support the **Flood Mitigation Assistance** Grant Program, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and by the Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141.

The Recipient agrees to abide by the Grant Agreement terms and conditions as set forth in this document.

**ARTICLE II. PROJECT DESCRIPTION**



The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

### **ARTICLE III. PERIOD OF PERFORMANCE**

The period of performance shall be **March 15, 2016 through August 30, 2019**. All costs must be incurred during the period of performance, including approved pre-award costs.

### **ARTICLE IV. AMOUNT AWARDED**

This Grant Award is for the administration and completion of an approved **FLOOD MITIGATION ASSISTANCE project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award is shown in the Cost Review Section of the grant application.

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular” [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subawards and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS) and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

### **ARTICLE V. COST-SHARE**

The cost-share requirement for this award is a combination of subparagraph b and c below.

The cost-share for FMA is directed by the Biggert-Waters Flood Insurance Reform Act of 2012:

- a. The FMA program offers up to 100% Federal cost-share funding for properties that are designated as Severe Repetitive Loss (these properties must be identified as validated on FEMA’s FMA Severe Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future repetitive loss properties.
- b. The FMA program offers up to 90% Federal cost-share funding for properties that are designated as Repetitive Loss (these properties must be identified on FEMA’s FMA Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating



existing and future repetitive loss properties.

- c. The FMA program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

## **ARTICLE VI. FEMA OFFICIALS**

FEMA officials are as follows:

The Program Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Program Officer is: Trey Rozelle, 940-898-5416

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: Michael J. Brown, 940-383-7222

## **ARTICLE VII. TERMS AND CONDITIONS**

The specific terms and conditions of this agreement are as follows:

### **Federal Funding Accountability and Transparency Act:**

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR PART 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

### **ASSURANCE COMPLIANCE:**

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

### **Prohibition on Using Federal Funds.**

The Recipient 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 FEMA.

### **Compliance with Program Guidance.**

The Recipient agrees that all use of funds under this Grant will be in accordance with the

Hazard Mitigation Assistance Unified Guidance at the time of the application.

**BUDGET REVISIONS:**

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

**CLOSEOUT:**

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final Federal Financial Report closing out the grant is submitted to FEMA in compliance with 2 CFR Part 200.

**CONSTRUCTION PROJECT REQUIREMENTS:**

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential



archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

**COPYRIGHT:**

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**COST SHARE:**

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

**ENFORCEMENT:**

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, which provides for enforcement when the Terms and Conditions of this Grant Agreement are not met.

**EQUIPMENT/SUPPLIES:**

The Recipient must comply with the regulations listed in 2 CFR Part 200, and must be in compliance with state laws and procedures.

**FUNDS TRANSFER:**

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

**INSURANCE:**

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

**PAYMENT:**

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's Subaward Agreement.

**DUPLICATION OF PROGRAMS:**

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

**DUPLICATION OF BENEFITS:**

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

**NON DISCRIMINATION:**

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

**CHANGES IN SCOPE OF WORK:**



Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

**PERFORMANCE PERIODS:**

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

**EXTENSIONS:**

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

**RECOUPMENT OF FUNDS:**

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

**RECOVERY OF FUNDS:**

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

**REFUND, REBATE, CREDITS:**

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

**REPORTS:****Federal Financial Reports (SF-425):**

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

**Program Performance Reports (SF-PPR):**

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

**Final Reports:**

The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

**TERMINATION:**

The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Article VII.

**ARTICLE VIII. GOVERNING PROVISIONS**

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

**Commonly Applicable Statutes and Regulations**

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as



amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular”

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subawards and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)

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# The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

## **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



# The Department of Homeland Security Standard Terms and Conditions 2016

## **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

## **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

## **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

## **Civil Rights Act of 1964 – Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

## **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See [24 C.F.R. § 100.201](#)).

## **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

## **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

## **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are



allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

## **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

## **Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of [31 U.S.C. § 3729- 3733](#) which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

## **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

## **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

## **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

## **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

## **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.



# The Department of Homeland Security Standard Terms and Conditions 2016

## **Lobbying Prohibitions**

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

## **National Environmental Policy Act**

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

## **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act](#), [Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



# The Department of Homeland Security Standard Terms and Conditions 2016

## **Terrorist Financing**

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

## **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2 CFR § 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **USA Patriot Act of 2001**

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

## **Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-06-LA-2016-009 (0)

Title: TPCG SRL 2016 Elevation

## NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

**Comments:** Terrebonne Parish proposes to elevate 2 structures to one foot above either the FEMA-approved current Advisory Base Flood Elevation (ABFE) or the Digital Flood Insurance Rate Map (DFIRM), whichever is higher.

8050 Redfish Rd, Cocodrie, LA (Latitude: 29.2587; Longitude: -90.6576)

6109 Grand Caillou Rd Houma, LA (Latitude: 29.4341; Longitude: -90.6995)

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N5 and N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- dcook125 - 04/14/2017 18:05:56 GMT

## CATEX CATEGORIES

Catex Category Code	Description	Selected
*n5	(*n5) Federal Assistance for Actions in Coastal Areas Subject to Moderate Wave Action or V Zones. Assistance for repair, hazard mitigation, new construction, or restoration actions of less than one-half acre within the following areas: areas seaward of the limit of moderate wave action (LiMWA) (a line mapped to delineate inland extent of wave heights of 1.5 feet) during base flood (an area with at least one-percent chance of flood in any year); or areas within the V zone (a coastal area where there is a velocity hazard due to wave action) if the LiMWA has not been established. Actions must meet the following criteria: (a) Consistent with State or Tribe enforceable policies of approved coastal management programs, (b) Not within or affect a Coastal Barrier Resource System unit, (c) Do not result in man-made alterations of sand dunes, (d) Do not result in permanent removal of vegetation (including mangrove stands, wetlands, and dune vegetation), (e) Applicable Federal requirements and local codes and standards are followed, and (f) If they involve substantial improvement or new construction of structures, the structure is elevated in open works (e.g. piles and columns) as opposed to fill in a manner that the bottom lowest horizontal structural member is at or above the base flood level, the foundation is anchored to resist flotation, collapse, and lateral movement due to effects of wind and water loads, and siting of the project conforms to applicable State, Tribe, or local setback requirements. Examples of activities covered by this CATEX include but are not limited to: repair and elevation of structures; repair and new construction of jetties and groins; repair, hazard mitigation, and new construction of functionally dependent facilities such as piers, marinas, boat ramps, bathrooms, and port facility structures; and beach restoration projects except projects that result in man-made alteration of dunes and wetlands such as beach nourishment projects.	Yes
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes



## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-06-LA-2016-009 (0)

Title: TPCG SRL 2016 Elevation

## EXTRAORDINARY CIRCUMSTANCES

## Extraordinary Circumstance Code

## Description

## Selected ?

No Extraordinary Circumstances were selected

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/  
Executive Order

## Status

## Description

## Comments

Clean Air Act (CAA)

Completed

Project will not result in permanent air emissions - Review concluded

Coastal Barrier Resources Act (CBRA)

Completed

Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded

Clean Water Act (CWA)

Completed

Project would not affect any water of the U.S. - Review concluded

Coastal Zone Management Act (CZMA)

Completed

Project is located in a coastal zone area and/or affects the coastal zone

In a letter dated September 28, 2012, the Louisiana Office of Coastal Management determined that the granting of financial assistance is fully consistent with the Louisiana Coastal Resources Program. The applicant is responsible obtaining any required Coastal Use Permit(s) from the Louisiana Office of Coastal Management prior to initiating work. - dcook125 - 04/14/2017 18:07:10 GMT. - dcook125 - 04/14/2017 18:08:38 GMT

Completed

State administering agency does not require consistency review - Review concluded

Executive Order 11988 - Floodplains

Completed

Located in floodplain or effects on floodplain/flood levels

The project is located within an AE zone and VE zone, areas of 100-yr flooding, per Preliminary Flood Insurance Rate Map (FIRM) panels 22109C0450E and 22109C0650E, dated 7/30/2008. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - dcook125 - 04/14/2017 18:12:43 GMT

Completed

Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment

Completed

8 Step Process Complete - documentation attached - Review concluded

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-06-LA-2016-009 (0)

Title: TPCG SRL 2016 Elevation

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on April 14, 2017, for the site indicates that the area is not located within nor does it affect a designated wetland. Per USACE, it appears that a Department of the Army permit under Section 404 of the Clean Water Act may not be required for many of the projects as proposed. - dcook125 - 04/14/2017 18:13:56 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be no effect to historic properties. SHPO concurrence with this determination was received, dated 6/6/2016. - dcook125 - 04/14/2017 18:09:06 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt	



## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: FMA-PJ-06-LA-2016-009 (0)

Title: TPCG SRL 2016 Elevation

Environmental Law/ Executive Order	Status	Description from review	Comments
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

## Special Conditions required on implementation of Projects:

Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22109C0450E and 22109C0650E, dated 7/30/2008, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Source of condition: Executive Order 11990 - Wetlands

Monitoring Required: No

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands

Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

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

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

#### 4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2016-009, EMT-2016-FM-E005 (2), Sub-Grantee shall perform the following tasks within the approved timeframes:

##### 4.2.1 Complete the SRL Elevation Project

#### 5.1 Summary of Budget

##### 5.2 Estimated costs per task:

###### 5.2.1 For tasks 4.2.1

**\$ 317,331.00**

###### 5.2.2 Total Project Cost

**\$ 317,331.00**

##### 5.3 Funding Sources

###### 5.3.1 Federal share (100%)

**\$ 317,331.00**

###### 5.3.2 Non-Federal share

**\$ 0.00**

#### 6.1 Liability of Parties

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

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

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

#### 7.1 Legal Authorization

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

#### 8.1 Notice and Contact

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

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

**Casey Tingle  
Assistant Deputy Director  
Governor's Office of Homeland Security and Emergency Preparedness  
1500 Main Street  
Baton Rouge, Louisiana 70802**

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

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

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

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

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

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

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

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



## 202.2 - Elevation of Private Structures - Coastal

Federal Share: \$ 317,331.00

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Parish Pre-Award Costs	Administrative Expense	1.00	Each	\$ 3,370.00	\$ 3,370.00
Per Parcel Fees	Miscellaneous	2.00	Each	\$ 6,000.00	\$ 12,000.00
Homeowner Relocation	Relocation Payments To Individuals And Businesses	2.00	Each	\$ 3,500.00	\$ 7,000.00
Elevation Costs	Construction And Project Improvement	1.00	Each	\$ 278,961.00	\$ 278,961.00
General Project Management	Administrative Expense	2.00	Each	\$ 8,000.00	\$ 16,000.00
				Total Cost	\$ 317,331.00

Total Project Cost Estimate: \$ 317,331.00

Enter Work Schedule					
Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Grant Kick Off	91	DAYS	98	DAYS	Consultant and Parish
Contractor Selection	98	DAYS	128	DAYS	Homeowner
Work Estimate Review	129	DAYS	219	DAYS	Consultant
Elevation of Structure	311	DAYS	431	DAYS	Contractor
Project Close Out	432	DAYS	462	DAYS	Consultant and Parish
Grant Award and Homeowner Notification	1	DAYS	90	DAYS	FEMA, GOHSEP & Parish
Grant Close Out	463	DAYS	493	DAYS	Consultant and Parish
Engineering Design Plan Review	220	DAYS	310	DAYS	Consultant
Estimate the total duration of the proposed activity:			3	YEARS	



## View Scope of Work (Page 1 of 3)

Scope of Work (Page 1 of 3)	
Title of your proposed activity (should include the type of activity and location):	
TPCG SRL 2016 Elevation	
Hazard(s) Identified to be mitigated:	
Flood	
Proposed types of Mitigation Activity(ies):	
Activity Code	Activity Name
202 2	Elevation of Private Structures - Coastal
If Other or Miscellaneous selected above, please specify:	
Provide a clear and detailed description of your proposed activity:	
Elevating Severe Repetitive Loss (SRL) structures one foot above either the FEMA-approved current Advisory Base Flood Elevation (ABFE) or the Digital Flood Insurance Rate Map (DFIRM), whichever is higher. All ASCE 24-14 requirements will be met. The projects will be managed by a professional grant and project management firm with engineering support. The Parish will perform monitoring and record keeping to ensure grant compliance.	
Is there construction in this project?	
Y	
Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:	
The objective of this mitigation project is to reduce flooding of Terrebonne Parish's Severe Repetitive Loss (SRL) structures using elevation. Two (2) SRL structures that are listed on FEMA's SRL list are included for consideration of grant funding. Each property included in this application has the latitude and longitude coordinates included as part of the individual property documentation files. The coordinates for the office of Terrebonne Parish Consolidated Government are Latitude 29 34" North Longitude 90 84" West.	



Scope of Work (Page 2 of 3)

Latitude:

29.34

Longitude:

90.84

**Describe the need for this activity. Why should this mitigation activity be completed?**

Terrebonne Parish is a coastal community that experiences frequent flooding events due to heavy rainfall and tidal surges that result from tropical weather activity. The lower portions of the parish will also see flooding compounded by strong southeasterly winds. Although lower portions of the parish often sees flooding, it is not unique to this area. Upper areas of the parish are also impacted by frequent flood events as a result of heavy rainfall.

**Who will the mitigation activity benefit and/or impact?**

Owners of properties designated as SRL structures will benefit from this mitigation activity as well as the National Flood Insurance Program (NFIP). Elevation of SRL structures will result in a significant reduction or total elimination of property loss following flooding. Mitigating the SRL structures included in this application will help reduce repetitive flooding in Terrebonne Parish and will result in the reduction of flood insurance claims paid out by the National Flood Insurance Program (NFIP).

**How will the mitigation activity be implemented?**

The two (2) SRL properties will be formally advised of their grant award via written notification and required to attend an initial meeting that goes over program requirements. Homeowners will be responsible for selecting their elevation contractor and gathering all documentation necessary in order to participate in the program. The elevation contractor will be tasked with submitting a cost estimate and engineered drawings that will be reviewed and approved by Terrebonne Parish and its consultant in accordance with grant standards and all federal, state, and local codes and regulations. The elevation project will mitigate two (2) SRL properties throughout Terrebonne Parish. The primary goal and duty of all local governments is to promote the general health, safety, and welfare of the citizens in the community. In keeping with this primary duty, Terrebonne Parish has developed goals for local hazard mitigation planning, the first of which is to formulate and pursue measures designed to reduce losses to existing and future properties due to hazards such as flooding. The Parish has also identified mitigation objectives that are designed to support community goals as articulated in the Parish's recently updated Comprehensive Plan. In addition, these objectives are helping to shape the parameters for development of mitigation actions. The goal of this elevation project is to eliminate or greatly reduce of flooding on SRL structures through Terrebonne Parish. Mitigation of these structures will result in the reduction of future flood insurance claims paid out by the NFIP.

**Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with freeboard, 100-yr wind design, etc.);**

The methodology for implementing these activities involves the elevation of SRL structures to 1 foot above the ABFE or DFIRM, whichever is highest for a particular structure. Engineered drawings will be reviewed and approved by Terrebonne Parish and its consultant in accordance with grant standards and all federal, state, and local codes and regulations. Plans will be reviewed by local government permits officials prior to permit issuance and followed by milestone inspections to ensure accordance with the plans. The engineered plans will enable the structure to be lifted to the ABFE or DFIRM plus one foot freeboard.

**Who will manage and complete the mitigation activity?**

The responsibility for selecting an elevation contractor will be tasked to the homeowner. Terrebonne Parish Consolidated Government and its hired project and grant management consultant will oversee the process to ensure that each project is undertaken and completed within accordance with the scope of the grant. An engineering professional employed by the consultant will oversee the construction portion of the implementation for grant compliance.



**Scope of Work (Page 3 of 3)**

**Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?**

In Terrebonne Parish's Hazard Mitigation Plan Update (HMPU), the Hazard Mitigation Strategies section identifies Goal 3: Reduce Repetitive Flood Losses in the Parish. The objective associated with this goal is the elimination of the threat of flood damage to SRL/RL structures in the parish including flood damage caused by storm surge and levee failure (Objective 3.1 on pp C3-6). One of the activities associated with the stated objective is the elevation of SRL and RL structures in the parish (Action 3.1.3 on pp c3-7). This project specifically addresses the flooding hazard identified in the HMPU. The risk of flooding to these properties post-mitigation will be eliminated or significantly reduced as a direct result of elevation.

**When will the mitigation activity take place?**

Once approved for funding, homeowners will receive a notification letter in the mail advising them of their grant award. The homeowner will be tasked with selecting their elevation contractor and Terrebonne Parish and its consultant will oversee the process to ensure that all procedures follow in accordance with grant standards and code requirements. Mitigation activity will be initiated immediately following notification of the grant award and execution of the turnkey elevation contract.

**Why is this project the best alternative? What alternatives were considered to address the Risk and why was the proposed activity considered the best alternative?**

Elevation is considered the best alternative for Terrebonne Parish when compared with property acquisition and property relocation. Property acquisition has historically resulted in ongoing, unreimbursed costs to the parish. Additionally, property acquisition is problematic because it requires the relocation of properties to unfamiliar neighborhoods. Using property acquisition, neighborhoods that sustain frequent bouts of flooding would see the loss of population and the tax base. Elevation allows people to remain in their neighborhoods and contributes to the preservation of a healthy tax base.

**Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:**

Property owners will be responsible for the long-term maintenance of their structure once mitigated. Ownership of the home will remain with the homeowner before, during, and after construction. Maintenance requirements will be transferred to new homeowners upon purchase of the mitigated property. The selected elevation contractor will be responsible for any immediate maintenance work as per the warranty issued upon project completion.

**If you would like to make any comments, please enter them below:**

Should any additional information be made available or circumstances change, the Parish reserves the right to mitigate these or substitute properties with similar damages and risks either through elevation or any other eligible mitigation methodology. The funding may also be reallocated to a critical facility for mitigation or damage prevention purposes.

**Attachments:**



**SAM Search Results**  
**List of records matching your search for :**  
**Record Status: Active**  
**DUNS Number: 075077511**

**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	TERREBONNE PARISH CONSOLIDATED GOVERNMENT	Status:Active
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DUNS: 075077511	+4:	CAGE Code: 34PB8	DoDAAC:
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Expiration Date: Feb 16, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 8026 MAIN ST STE 300
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City: HOUMA
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ZIP Code: 70360-3407
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State/Province: LOUISIANA
---------------------------

Country: UNITED STATES
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Monday, September 11, 2017

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**Item Title:**

Disaster In-Fill Housing Program Proposal

**Item Summary:**

RESOLUTION: To loan Disaster In-Fill Housing Program funds to Start Corporation in an amount not to exceed \$150,000.0 for the permanent financing of an affordable single family home located at 401 Morgan Street, Houma, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	9/6/2017	Resolution
ex summary	9/6/2017	Executive Summary
Application	9/6/2017	Backup Material

OFFERED BY:  
SECONDED BY:

## RESOLUTION NO.

A resolution to loan Disaster In-Fill Housing Program funds to Start Corporation in an amount not to exceed \$150,000.00 for the permanent financing of an affordable single family home located at 401 Morgan Street, Houma, Louisiana.

WHEREAS, Terrebonne Parish Consolidated Government has allocated 3,160,000.00 of its *Community Development Block Grant 2008 Disaster Recovery Supplemental Appropriation* for the specific purpose of revitalizing communities damaged by Hurricanes Gustav and/or Ike by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons that has been strained as a result of the storms, and

WHEREAS, Start Corporation, a qualified non-profit developer, is committed to developing affordable rental housing for low income and disabled citizens of Terrebonne, and

WHEREAS, Start Corporation has submitted a project proposal in the amount of \$150,000.00 to acquire and rehabilitate a single family home located at 401 Morgan Street, and

WHEREAS, after a thorough review of Start Corporation's project proposal by the Department of Housing and Human Services, it has been determined that the requirements to move forward with acquisition and rehabilitation have been met pending clearance from the Louisiana State Historic Preservation Officer.

WHEREAS, this loan is conditioned upon Start Corporation meeting all requirements set forth by the Louisiana Office of Community Development's Disaster Recovery Unit, the State Historic Preservation Officer and the Terrebonne Parish Consolidated Government upon completion of work.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government, and the Parish President, does hereby agree to conditionally loan Disaster In-Fill Housing Program funds in an amount not to exceed \$150,000.00 to Start Corporation, for the acquisition and rehabilitation on 401 Morgan Street, Houma Louisiana, and

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Disaster In-Fill Housing Program Proposal	
PROJECT SUMMARY (200 WORDS OR LESS)	
A resolution to loan Disaster In-Fill Housing funds to Start Corporation For Affordable Housing in an amount not to exceed \$150,000.00 for the permanent financing of a house located at 401 Morgan Street in Houma, LA., that will be made available to low-income families.	

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)				
To eliminate the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons.				
TOTAL EXPENDITURE				
\$150,000.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$3,160,000.00

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

Signature

9-6-17

Date



TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
DEPARTMENT OF HOUSING & HUMAN SERVICES



# DISASTER IN-FILL HOUSING PROGRAM PROPOSAL

Project Address 401 Morgan Street Houma 70360  
Street address City Zip Code

Project Type  
check all that apply

X Acquisition X Rehabilitation ☐ New construction (☐ site-built or ☐ modular)

Number of units 2 Type of unit(s) ☐ Detached Single-Family  
X Duplex

Is the housing unit(s) currently vacant? X Yes ☐ No ☐ N/A  
If the answer to this question is N/A skip to Funding Request. If answer is No, stop here. This unit(s) is not eligible for the Disaster In-Fill Housing Program.

How long has the unit(s) been vacant? 1+ year (1 side)

The In-Fill Housing Program Guidelines require that all properties purchased must be un-occupied prior to acquisition to avoid a person/family to be displaced. In addition, anticipation of property transfer (for the purpose of this program) shall not cause an occupant to be displaced by the seller. If acquisition of an occupied housing unit took place prior to this project proposal submission and TPCG finds clear evidence that the purchase was done in anticipation of obtaining Disaster In-Fill Housing funds, the proposal will be rejected.

Funding Request \$ 150,000

## Developer Information

Start Corporation  
Legal Name of Entity

Casey Guldry  
Authorized Officer

420 Magnolia Street; Houma, LA 70360 (Mailing Address: P.O. Box 165; Houma, LA 70361)  
Street Address

Casey Guldry/Mary Russo  
Contact Person

985-879-3966  
Telephone

casey@startcorp.org or mary@startcorp.org  
E-mail address

58-1687098  
Federal Tax ID Number

Developer certifies that the data included in this application and the exhibits attached hereto are true and correct.

Casey Guldry  
Signature of Authorized Officer

Executive Director  
Title

8/14/17  
Date



# **Project Budget**

	Cost	In-Fill Housing Funds	Other Funds	Description or Comments
<b>PRE-DEVELOPMENT</b>				
Appraisal	\$1,000	\$1,000		\$1,000
Environmental Review				
Survey				
Architectural				
Other (Specify)				
<b>TOTAL</b>	<b>\$1,000</b>	<b>\$1,000</b>		
<b>ACQUISITION</b>				
Site	\$90,000	\$90,000		
Other (Specify)				
<b>TOTAL</b>	<b>\$90,000</b>	<b>\$90,000</b>		
<b>CONSTRUCTION</b>				
Site Work	\$2,000	\$2,000		
Demolition				
Concrete	\$4,000	\$4,000		
Masonry				
Rough Carpentry	\$10,000	\$10,000		
Finish Carpentry	\$10,000	\$10,000		
Waterproofing & Insulation	\$2,000	\$2,000		
Roofing & Sheet Metal	\$7,500	\$7,500		
Plumbing/Hot Water				
HVAC	\$1,000	\$1,000		
Electrical	\$2,000	\$2,000		
Doors/Windows	\$5,000	\$5,000		
Lath & Plaster/Drywall & Acoustical	\$2,000	\$2,000		
Tile Work				
Floors				
Paint/Decorating/Blinds/Shades	\$4,000	\$4,000		
Appliances				
Cabinetry				
Carpet				
Other (Specify) Permits, temp & cleanup				
Construction Contingency				
<b>TOTAL</b>	<b>\$49,500</b>	<b>\$49,500</b>		
<b>SOFT &amp; CARRYING COSTS</b>				
Legal	\$2,000	\$2,000		
Title/Recording				
Construction Interest				
Construction Period Insurance				
Construction Period Taxes				
Other (Specify) Developer's Fee	\$7,500	\$7,500		
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$150,000</b>		

TOTAL PROJECT BUDGET \$ \$150,000



### Sources and Uses of Funds

Sources of Funds	Amount	Intended Use of Funds (Pre-development, Acquisition, Construction, Soft Costs)
Owner Equity		
Private Financing (List Lenders)		
Other Sources (List Below)		
<b>Proposed In-Fill Housing Funds</b>	<b>\$150,000</b>	

### Development Schedule

Complete the grid below. Milestones should include, but are not limited to, project start date, foundation complete, rough out and exterior complete, interior and finish work complete, and project completion date. You may re-order the steps according to the appropriate sequence for your project and add in any other significant steps integral to your project's development.

Milestone	Deadline
<i>Purchase property</i>	<i>9-1-17</i>
<i>Begin construction</i>	<i>9-15-17</i>
<i>Complete construction</i>	<i>12-1-17</i>

### Preliminary Approval

Submit pages 1-3 and the following attachments to obtain a preliminary proposal review.

1. Board resolution approving the proposed project and authorizing the request for funding
2. Proof of site control (purchase agreement, cash sale, deed, etc)
3. Estimated property value (real estate appraisal, market analysis or current tax documentation)
4. Site plan
5. Floor plan
6. Front, side and rear elevations (drawings for new construction/photos for rehabilitation)
7. Photos of each room (rehabilitation only)
8. Lead inspection of housing unit(s) built prior to 1978 (rehab only)
9. Vacancy certification (rehab only)
10. Proof that proposed housing unit is either not in a flood hazard area or will be built at an elevation one foot (1') above the DFIRM elevation requirement

11. Proof that project meets TPCG zoning requirements
12. Commitment of interim financing

### **Final Approval and Funding Commitment**

#### **Environmental Clearance**

Upon preliminary approval, TPCG will inspect the property for environmental hazards and prepare an **Environmental Assessment Checklist** to complete TPCG's Environmental Assessment process. Until such time, the developer shall take no choice limiting actions including, but not limited to, land purchase, site work, construction, etc. This includes any choice limiting actions to be performed utilizing other funding.

If the property is located in a FEMA designated flood hazard area and the cost of improvements equals or exceeds 50% of the market value of the structure either (1) before the improvement or repair is started or (2) if the structure was damaged and is being restored, before the damage occurred; the developer must complete the 8-Step Decision Making Process under 24 CFR 55.20.

#### **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**

Although the properties purchased for this program are not be subject to URA in accordance with 49 CFR Part 24.101(b)(1)(i) through (iv), developers are required to notify owners in writing of the developer's estimate of the fair market value for the property to be acquired and that the developer will not acquire the property if negotiations fail to result in an amicable agreement. An appraisal is not required; however, there must be a reasonable basis for the market value determination. The notice must be sent certified or registered, return receipt requested if mailed to the owner. If the notice is hand delivered, the developer shall have it signed and dated by the owner.

Following written notification to the owner, the developer may negotiate with the owner to reach an agreement. Since property acquisition for the purpose of this program is voluntary, accomplished by a willing buyer and a willing seller, negotiations may result in an agreement for the amount of the original estimate, an amount exceeding it or for a lesser amount. Copies of all property acquisition documents must be submitted to TPCG.

**Final approval will be granted upon environmental clearance and the required acquisition documents.**



Monday, September 11, 2017

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**Item Title:**

Disaster In-Fill Housing Program Proposal

**Item Summary:**

RESOLUTION: To loan Disaster In-Fill Housing Program funds to Options For Affordable Housing in an amount not to exceed \$150,000.00 for the permanent financing of an affordable single family home located at 309 Antoine Street, Houma, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	9/6/2017	Resolution
ex summary	9/6/2017	Executive Summary
Application	9/6/2017	Backup Material

OFFERED BY:  
SECONDED BY:

## RESOLUTION NO.

A resolution to loan Disaster In-Fill Housing Program funds to Options For Affordable Housing in an amount not to exceed \$150,000.00 for the permanent financing of an affordable single family home located at 309 Antoine Street, Houma, Louisiana.

WHEREAS, Terrebonne Parish Consolidated Government has allocated 3,160,000.00 of its *Community Development Block Grant 2008 Disaster Recovery Supplemental Appropriation* for the specific purpose of revitalizing communities damaged by Hurricanes Gustav and/or Ike by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons that has been strained as a result of the storms, and

WHEREAS, Options For Affordable Housing, a qualified non-profit developer, is committed to developing affordable rental housing for low income and disabled citizens of Terrebonne, and

WHEREAS, Options For Affordable Housing has submitted a project proposal in the amount of \$150,000.00 to acquire and rehabilitate a single family home located at 309 Antoine Street, and

WHEREAS, after a thorough review of Options For Affordable Housing's project proposal by the Department of Housing and Human Services, it has been determined that the requirements to move forward with acquisition and rehabilitation have been met.

WHEREAS, this loan is conditioned upon Options For Affordable Housing meeting all requirements set forth by the Louisiana Office of Community Development's Disaster Recovery Unit and the Terrebonne Parish Consolidated Government upon completion of work.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government, and the Parish President, does hereby agree to conditionally loan Disaster In-Fill Housing Program funds in an amount not to exceed \$150,000.00 to Options For Affordable Housing, for the acquisition and rehabilitation on 309 Antoine Street, Houma Louisiana, and

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
Disaster In-Fill Housing Program Proposal
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
A resolution to loan Disaster In-Fill Housing funds to Options For Affordable Housing in an amount not to exceed \$150,000.00 for the permanent financing of a house located at 309 Antoine Street in Houma, LA., that will be made available to low-income families.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To eliminate the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons.
<b>TOTAL EXPENDITURE</b>
\$150,000.00
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
ACTUAL ESTIMATED
<b>IS PROJECT READY BUDGETED: (CIRCLE ONE)</b>
N/A NO YES IF YES AMOUNT BUDGETED: \$3,160,000.00

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





Signature

Date





TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
DEPARTMENT OF HOUSING & HUMAN SERVICES



# DISASTER IN-FILL HOUSING PROGRAM PROPOSAL

Project Address 309 ANTIONE ST. HOUMA LA 70360  
Street address City Zip Code

Project Type  
check all that apply

☐ Acquisition ☐ Rehabilitation ☒ New construction (☒ site-built or ☐ modular)

Number of units 1 Type of unit(s) ☒ Detached Single-Family  
☐ Duplex

Is the housing unit(s) currently vacant? ☐ Yes ☐ No ☒ N/A- New Construction

**If the answer to this question is N/A skip to Funding Request. If answer is No, stop here. This unit(s) is not eligible for the Disaster In-Fill Housing Program.**

How long has the unit(s) been vacant? \_\_\_\_\_

The In-Fill Housing Program Guidelines require that all properties purchased must be un-occupied prior to acquisition to avoid a person/family to be displaced. In addition, anticipation of property transfer (for the purpose of this program) shall not cause an occupant to be displaced by the seller. If acquisition of an **occupied housing** unit took place prior to this project proposal submission and TPCG finds clear evidence that the purchase was done in anticipation of obtaining Disaster In-Fill Housing funds, the proposal will be rejected.

Funding Request \$ 153,116.00

## Developer Information

OPTIONS FOR AFFORDABLE HOUSING ROOSEVELT THOMAS  
Legal Name of Entity Authorized Officer

8326 MAIN ST. HOUMA LA 70360  
Street Address

ROOSEVELT THOMAS 985 868 2620 RTHOMAS@OP4IN.COM  
Contact Person Telephone E-mail address

45-2700204  
Federal Tax ID Number

Developer certifies that the data included in this application and the exhibits attached hereto are true and correct.

Roosevelt Thomas  
Signature of Authorized Officer

Housing Coordinator  
Title

7-21-2017  
Date



## Project Budget

	Cost	In-Fill Housing Funds	Other Funds	Description or Comments
<b>PRE-DEVELOPMENT</b>				
Appraisal				
Environmental Review				
Survey	800.00	800.00		
Architectural	1500.00	1500.00		
Other (Specify)				
<b>TOTAL</b>	2300.00	2300.00	✓	
<b>ACQUISITION</b>				
Site	12090.00	12090.00		
Other (Specify)				
<b>TOTAL</b>	12090.00	12090.00	✓	
<b>CONSTRUCTION</b>				
Site Work	2000.00	2000.00		
Demolition				
Concrete	11000.00	11000.00		
Masonry	9700.00	9700.00		
Rough Carpentry	30,000.00	30,000.00		
Finish Carpentry	5000.00	5000.00		
Waterproofing & Insulation	6026.00	6026.00		
Roofing & Sheet Metal	4500.00	4500.00		
Plumbing/Hot Water	9200.00	9200.00		
HVAC	7200.00	7200.00		
Electrical	5500.00	5500.00		
Doors/Windows	4900.00	4900.00		
Lath & Plaster/Drywall & Acoustical	10,000.00	10,000.00		
Tile Work				
Floors	4500.00	4500.00		
Paint/Decorating/Blinds/Shades	7500.00	7500.00		
Appliances	2500.00	2500.00		
Cabinetry	5500.00	5500.00		
Carpet				
Other (Specify) PERMITS, TEMP/CLEANUP	2500.00	2500.00		
Construction Contingency	2500.00	2500.00		
<b>TOTAL</b>	130,026.00	130,026.00	✓	
<b>SOFT &amp; CARRYING COSTS</b>				
Legal	1500.00	1500.00		
Title/Recording	1000.00	1000.00		
Construction Interest	1000.00	1000.00		
Construction Period Insurance	1750.00	1750.00		
Construction Period Taxes				
Other (Specify)	<del>3500.00</del>	<del>3500.00</del>		
<b>TOTAL</b>	<del>8700.00</del>	<del>8700.00</del>		

5,250.00

*disallowed  
not specified*

TOTAL PROJECT BUDGET \$

149,666.00

### Sources and Uses of Funds

Sources of Funds	Amount	Intended Use of Funds (Pre-development, Acquisition, Construction, Soft Costs)
Owner Equity		
Private Financing (List Lenders)		
Other Sources (List Below)		
Proposed In-Fill Housing Funds	<u>149,666</u>	

### Development Schedule

Complete the grid below. Milestones should include, but are not limited to, project start date, foundation complete, rough out and exterior complete, interior and finish work complete, and project completion date. You may re-order the steps according to the appropriate sequence for your project and add in any other significant steps integral to your project's development.

Milestone	Deadline
START DATE <del>8/1/2017</del> <u>10/1/17</u>	
FINISH DATE 11/1/2017 <u>01/1/18</u>	

### Preliminary Approval

Submit pages 1-3 and the following attachments to obtain a preliminary proposal review.

1. Board resolution approving the proposed project and authorizing the request for funding
- ✓ 2. Proof of site control (purchase agreement, cash sale, deed, etc)
- N/A 3. Estimated property value (real estate appraisal, market analysis or current tax documentation)
4. Site plan
5. Floor plan
- N/A 6. Front, side and rear elevations (drawings for new construction/photos for rehabilitation)
- N/A 7. Photos of each room (rehabilitation only)
- N/A 8. Lead inspection of housing unit(s) built prior to 1978 (rehab only)
- N/A 9. Vacancy certification (rehab only)



10. Proof that proposed housing unit is either not in a flood hazard area or will be built at an elevation one foot (1') above the DFIRM elevation requirement
11. Proof that project meets TPCG zoning requirements

## **Final Approval and Funding Commitment**

### **Environmental Clearance**

Upon preliminary approval, TPCG will inspect the property for environmental hazards and prepare an ***Environmental Assessment Checklist*** to complete TPCG's Environmental Assessment process. Until such time, the developer shall take no choice limiting actions including, but not limited to, land purchase, site work, construction, etc. This includes any choice limiting actions to be performed utilizing other funding.

If the property is located in a FEMA designated flood hazard area and the cost of improvements equals or exceeds 50% of the market value of the structure either (1) before the improvement or repair is started or (2) if the structure was damaged and is being restored, before the damage occurred; the developer must complete the 8-Step Decision Making Process under 24 CFR 55.20.

### **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**

Although the properties purchased for this program are not be subject to URA in accordance with 49 CFR Part 24.101(b)(1)(i) through (iv), developers are required to notify owners in writing of the developer's estimate of the fair market value for the property to be acquired and that the developer will not acquire the property if negotiations fail to result in an amicable agreement. An appraisal is not required; however, there must be a reasonable basis for the market value determination. The notice must be sent certified or registered, return receipt requested if mailed to the owner. If the notice is hand delivered, the developer shall have it signed and dated by the owner.

Following written notification to the owner, the developer may negotiate with the owner to reach an agreement. Since property acquisition for the purpose of this program is voluntary, accomplished by a willing buyer and a willing seller, negotiations may result in an agreement for the amount of the original estimate, an amount exceeding it or for a lesser amount. Copies of all property acquisition documents must be submitted to TPCG.

**Final approval will be granted upon environmental clearance and the required acquisition documents.**



Monday, September 11, 2017

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**Item Title:**

Calling a Public Hearing to receive comments relative to M.A.R.S. Cleaning Services, LLC Waste Storage or Disposal Facility Permit Application and to call for public hearing on said matter on October 11, 2017.

**Item Summary:**

RESOLUTION: Calling for a public hearing on Wednesday, October 11, 2017 at 6:30 p.m. per Chapter 11 of the Parish Code of Ordinance, to gather facts, opinions and other input regarding a Waste Storage or Disposal Facility application for a permit to operate at 349 Powhatten Court, Houma, LA 70356, by M.A.R.S. Cleaning Services, LLC, and to address other matters relative thereto.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	9/6/2017	Executive Summary
Resolution	9/6/2017	Resolution
TPCG Permit Document Draft	9/6/2017	Backup Material
Info on where to view full application	9/6/2017	Backup Material



**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

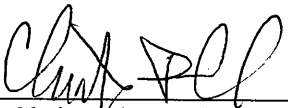
PROJECT TITLE
Calling a Public Hearing to receive comments relative to M.A.R.S. Cleaning Services, LLC Waste Storage or Disposal Facility Permit Application

PROJECT SUMMARY (200 WORDS OR LESS)
Per Chapter 11 of the Parish Code of Ordinances, the applicant submitted an application and requests that a public hearing be held to gather facts, opinions and other input regarding a Waste Storage or Disposal Facility applied for by M.A.R.S. Cleaning Services, LLC, and to address other matters relative thereto.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
On August 24, 2017 M.A.R.S. Cleaning Services, LLC submitted application for a permit to operate a NORM on-site cleaning and decontamination facility and job site waste permit at 349 Powhatten Court, Houma, LA 70356. Parish Staff has reviewed the application and determined it to be sufficient to proceed with the public hearing. The applicant has begun the public notice requirements as per the ordinance.

TOTAL EXPENDITURE			
\$0.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:

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

  
\_\_\_\_\_  
Christopher Pulaski  
Planning & Zoning Director

9/6/17  
\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

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

A Resolution calling for a public hearing to gather facts, opinions and other input regarding a Waste Storage or Disposal Facility applied for by M.A.R.S. Cleaning Services, LLC, and to address other matter relative thereto.

WHEREAS, on August 24, 2017 M.A.R.S. Cleaning Services, LLC submitted application for a permit to operate a NORM on-site cleaning and decontamination facility and job site waste permit at 349 Powhatten Court, Houma, LA 70356, and

WHEREAS, Terrebonne Parish Code of Ordinance, Chapter 11 “Garbage, Trash, Hazardous Waste and Weeds”, Article III, “Hazardous Waste”, Section 11-58 “Permit Application”, states that “any person desiring to store or dispose of hazardous waste in a facility or at a site where such storage or disposal is not prohibited hereunder, and any person desiring to develop any waste site or facility, shall submit an application in triplicate for a permit to the Parish Council”, and

WHEREAS, Section 11-59 “Public Hearing Required” states that “a public hearing shall be called within sixty (60) days of the submission of the permit application”.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, a public hearing be called to gather facts, opinions and other input regarding a Waste Storage or Disposal Facility Permit applied for by M.A.R.S. Cleaning Services, LLC.

BE IT FURTHER RESOLVED that a public hearing on said matter be called for on Wednesday, October 11, 2017 at 6:30p.m.



## Waste Storage or Disposal Facility Permit Application

M.A.R.S. Cleaning Services, LLC  
499 Powhatten Court  
Gibson, LA 70356  
(985) 631-2002

Issuance of permit based on the following conditions:

1. Have available and provide copies of all required Federal and State permits including:
  - a. LPDES Permit
  - b. TPCG Building Permit for placement of modular structures
2. Follow all applicable Terrebonne Parish Consolidated Government Codes, State laws and regulations, Federal laws and regulations related to the facility and its operations.
3. Issuance of a 1-mile radius setback variance by the Parish Council based on good and sufficient cause because of the hardship for the type of waste storage or disposal facility. The hardship for the variance request is understood as follows:
  - a. Location is in proximity to shipping channel and dock facilities
  - b. Location is in proximity to existing oil and gas and port facilities
  - c. Location is extreme northwest area of the parish close to US Hwy 90 which minimizes risk
  - d. Location in proximity to existing industrial and commercial businesses and fosters economic growth
  - e. Proposed facility fosters proper handling and disposal of hazardous waste.

• **Sec. 11-56. - Areas where disposal is prohibited.**

No hazardous waste or other waste shall be stored or disposed of in the following areas or sites:

(1)

Wetlands or waterways.

(2)

Any area within a one-mile radius of any house, mobile home, apartment, condominium, commercial structure or other structure used as a residence or business, unless the structure is located and used on the site where the hazardous waste or other waste is stored or disposed of.

(3)

Any area designated as an area of particular concern by the council, including Indian burial grounds, historical landmarks, graveyards or other area of particular concern as defined by the coastal management section of the state department of natural resources or as defined in any local coastal zone management ordinances or regulations.

(Parish Code 1979, § 9-41)

**State Law reference**— Parish or municipal land use or zoning ordinance may prohibit hazardous waste facilities, R.S. 30:1144(B); coastal management program, R.S. 49:213.6.



### **Waste Storage or Disposal Facility Permit Application**

M.A.R.S. Cleaning Services, LLC  
499 Powhatten Court  
Gibson, LA 70356  
(985) 631-2002

Due to the excessive file size, a copy of the entire application was made available to the public on September 6, 2017 at the Parish Council office as per Sec. 11-59(b)(3) of the Parish Code of Ordinances.

The Parish Council Office is located at the Government Tower at 8026 Main Street, Suite 600, Houma, LA 70360. Office hours are Monday thru Friday from 8am to 4:30pm. You may contact the Parish Council Office at (985) 873-6520 or by emailing [vchauvin@tpcg.org](mailto:vchauvin@tpcg.org).