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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

December 11, 2017  
5:40 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. RESOLUTION: Adopting the current changes to the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan.
2. RESOLUTION: Authorizing the Parish President to sign and submit the Low Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2017 – 9/30/2019.
3. RESOLUTION: Awarding and authorizing the signing of the Construction Contract for Parish Project No. 15-SAFE-01, Terrebonne Parish East Side Safe Room, Terrebonne Parish Consolidated Government, Terrebonne

Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

4. RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2014-001 to complete the elevation of 601 Woodside Drive, Houma.
5. RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 109 Cane Break, Chauvin.
6. RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 310 Dwayne Street, Chauvin.
7. MOTION: Introducing an Ordinance that will amend Ordinance No. 8896 that established the fees for the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma, LA (former Renaissance Health and Racquet Club) and calling a public hearing on January 23, 2018 at 6:30 p.m.
8. Adjourn

Category Number:  
Item Number:



Monday, December 11, 2017

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, December 11, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, December 11, 2017

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**Item Title:**

Section 8 Program Administrative Plan Amendments

**Item Summary:**

RESOLUTION: Adopting the current changes to the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	11/30/2017	Resolution
Summary of Changes	11/30/2017	Backup Material
ex summary	11/30/2017	Executive Summary

## RESOLUTION

Whereas, the U.S. Department of Housing and Urban Development requires Public Housing Agency's to have an Administrative Plan to ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirement and to ensure consistency in program day to day operation,

Whereas, changes that are required in certain aspects of the program are to be submitted for approval,

Whereas, Terrebonne Parish Consolidated Government Section 8 Program would amend the current Administrative Plan to reflect these changes,

Now, Therefore Be It Resolved that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby adopt the current changes to the Terrebonne Parish Consolidated Government Section 8 Program Administrative Plan.

## **Summary of Changes made to Administrative Plan**

**Definitions                      No Changes**

**Chapters 1-10                No Changes**

### **Chapter 11   Reexamination**

#### **11-II.B.   Changes in Family and Household Composition**

**PHA Policy-changed the required reporting period from 10 days to 30 days for income and composition changes. (Pages 11-7, 11-8; discretionary change)**

### **Chapter 12   Termination of Assistance and Tenancy**

#### **12-I.C.    Mandatory Policies and Other Authorized Terminations**

**Changed the number of days a family may be absent from the unit be termination from 180 days to 90 days.**

**Included that a family may be absent for 180 consecutive calendar days for medical reasons such as hospitalization.**

#### **12-II.E.   Termination Related to Domestic Violence, Dating Violence, or Stalking**

**Changed the required time to bring in police reports and/or other documentation from 10 days to 14 days. (Page 12-12; regulatory change)**

#### **12-II.H.   VAWA Emergency Transfer Plan**

**Added a PHA emergency transfer plan for victims utilizing VAWA (Violence Against Women's Act) to be transferred (ported) or moved from his or her current tenancy. (Pages 12-14, 12-15; regulatory change)**

**Chapters 13-15              No Changes**

## **Chapter 16 Program Administration**

### **16-IV. B. Repayment Policy**

**Under Payment Threshold, changed PHA policy for not entering into a repayment agreement for amounts exceeding \$6,000, except on a case-by-case basis where the family put down a large down payment and has the necessary funds to pay the PHA back in a reasonable amount of time. (Page 16-19, discretionary change)**



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### Section 8 Program Administrative Plan Amendments

#### PROJECT SUMMARY (200 WORDS OR LESS)

Amendments to the Section 8 Program Administrative Plan that are necessary to address regulatory changes and adjustments to better manage program.

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

To provide safe, decent, and affordable housing to extremely low and very low income persons in Terrebonne Parish.

#### TOTAL EXPENDITURE

N/A

#### 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

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Signature

Date



Monday, December 11, 2017

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**Item Title:**

LIHEAP Agreement

**Item Summary:**

RESOLUTION: Authorizing the Parish President to sign and submit the Low Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2017 – 9/30/2019.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	11/30/2017	Resolution
Agreement	11/30/2017	Backup Material
ex summary	11/30/2017	Executive Summary

## Resolution

A resolution authorizing the Parish President to sign and submit the Low Income Home Energy Assistance Program (LIHEAP) Agreement with the Louisiana Housing Corporation for Grant Period 10/1/2017 – 9/30/2019.

WHEREAS, the agreement amount of \$801,581.76, is available to the Terrebonne Parish Consolidated Government for the contract period beginning October 1, 2017 through September 30, 2019.

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

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 associated with this agreement.



# *Louisiana Housing Corporation*

November 27, 2017

Ms. Melanie Van Buren, Exec. Director, LIHEAP  
Terrebonne Parish Consolidated Government  
Department of Housing & Human Services  
809 Barrow Street  
Houma, LA 70306

**Re: Low Income Home Energy Assistance Program (LIHEAP) Agreement  
Grant Period 10/1/2017 – 9/30/2019**

Dear Ms. Van Buren:

In October 2017 the Office of Community Services (OCS), Division of Energy Assistance (DEA) announced the release of approximately \$3.03 billion of Federal Fiscal Year (FY) 2018 regular block grant funding to the states for the Low Income Home Energy Assistance Program (LIHEAP). Louisiana is slated to receive an allocation of \$40,132,668. This award represents 90% of the funding available for the 2018 LIHEAP Fiscal Year.

Attached are two originals of the LIHEAP Agreement between the Louisiana Housing Corporation ("LHC") and your agency. To expedite the process, these originals have already been signed by the LHC Executive Director. Upon receipt, your agency's duly authorized representative must sign and date the original Agreements and return one fully executed original to LHC. You must also attach current evidence of the authorization to enter into this Agreement through a resolution from your agency's governing body, and any other updated documents/forms (i.e. SF1199-Direct Deposit Sign-Up, Certification of Insurance, list of Board Members, By-laws, Resolutions, Financial Audit/Engagement Letter, Subcontract Agreements).

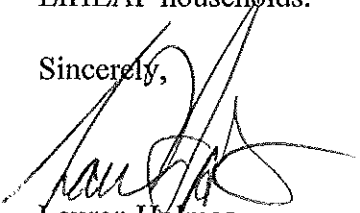
We encourage you to carefully review the terms of this Agreement. Once you have returned the executed Agreements to LHC and all PY 2017 DHHS allocations have been expended, the allocated funds can be accessed in the Hancock Energy Software (HES) and service delivery may begin. LHC will not notify you when Agreements are received; however, please know that LHC cannot pay an invoice unless LHC is in receipt of the executed agreements and all PY 2017 DHHS allocations have been expended.



In order to comply with the primary requirements of the LIHEAP grant, please be advised that the 2018 State Plan and the LIHEAP Program Service Delivery Guide are available on the LHC website, [www.lhc.la.gov](http://www.lhc.la.gov). (Click on Renters, scroll down to "Help me manage my utility bills", click on Low Income Home Energy Assistance Program, then click "Provider Information" .) We will periodically send out program guidance regarding general administrative and programmatic management.

Should you have any questions or need assistance from our office, please contact your Energy Assistance liaison. We appreciate your assistance in delivering services to the many eligible LIHEAP households.

Sincerely,



Lauren Holmes

Interim Housing Finance Deputy Administrator

Enclosures:

- 1) FY 2018 LIHEAP Agreement
- 2) Attachment A (PY 2018 DHHS Allocation)
- 3) Attachment B (Vendor Refund Report)
- 4) Attachment C (Closeout Checklist and Certification of Documents)

**LOUISIANA HOUSING CORPORATION  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT  
with  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT DEPARTMENT OF HOUSING &  
HUMAN SERVICES**

**THIS AGREEMENT** (the "Agreement") is entered into between the LOUISIANA HOUSING CORPORATION (the "Corporation" or "LHC"), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the Terrebonne Parish Consolidated Government Department of Housing & Human Services ("Contractor") with its principal place of business at 809 Barrow Street, Houma, LA 70306.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Corporation and the Contractor agree as follows:

**I. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS**

**A. Scope of Work**

1. Contractor shall be responsible for the implementation of the provision of Low-Income Home Energy Assistance Program ("LIHEAP") assistance to eligible participants residing in the State of Louisiana, pursuant to Title 42 of the United States Code (USC) Section 8621 *et seq.* (the Low-Income Home Energy Assistance Act of 1981, as amended) and the LHC Act.
2. The Contractor shall perform all obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in accordance with sound management practices, federal statutes, LHC regulations and requirements and this Agreement.
3. Unless otherwise specified in the LHC's LIHEAP State Plan or elsewhere in this Agreement, Contractor shall ensure that services and activities are made available to the low-income community throughout the State of Louisiana throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. §8624, *et seq.*
4. In accordance with **Attachment A (Allocation Charts)**, attached hereto and incorporated herein by reference, the following services shall be provided by the Contractor under this Agreement: conducting outreach activities, intake of applications, determining eligibility for crisis and/or non-crisis services, providing active energy conservation education where indicated in the LIHEAP Service Delivery Guide and adhering to performance and reporting requirements.

- B.** When applicable, Contractor shall provide copies of any sub-contracts to the LHC within thirty (30) days of execution of subcontractor agreement. Each contract should include the name of the

subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractor activity to be performed under the contract.

**C. Provision for Program Requirements.** LHC shall provide Contractor with specific program requirements which shall be binding upon the Contractor as a condition of the Contractor's participation in the LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1. That such additional requirement shall be issued by LHC in writing in the form of "LHC LIHEAP Guidance No. XX";
2. That such additional requirements shall be issued by LHC in the most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary to realize the purposes of the LIHEAP;
4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or LHC's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or LHC shall be subject to an amendment to this Agreement;
5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in paragraph D above, in a reasonable period of time, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
6. That upon LHC's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment as contemplated in paragraph 4 above cannot be reached, then this Agreement shall be "closed out" and the funds disposed in accordance with the established LHC procedure and policy and as required under federal and state law.

**D. Compliance.** All services and activities contemplated under this Agreement are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §8621 *et seq.*, and 45 Code of Federal Regulations ("CFR") Part 96;
2. Louisiana Revised Statute 40:600.86, *et seq.*; and
3. Single Audit Act, 31 U.S.C. §7301, *et seq.*, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.

**E. Requirements, Standards and Guidelines.** Contractor agrees to apply all of the requirements, standards, and guidelines contained the OMB Uniform Administrative Cost Principles and Audit Requirements, found at 42 CFR Part 75, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in such authority

that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation, or any specific provision of this Agreement, then that law or regulation or provision shall apply instead. The above-referenced authority is incorporated herein to this Agreement by reference.

- F. **Catalog of Federal Domestic Assistance Number.** This award is made available through the United States Department of Health and Human Services ("DHHS") Low-Income Home Energy Assistance Program. The Catalog of Federal Domestic Assistance Number for LIHEAP is 93.568.

## **II. BUDGET DETAIL AND PAYMENT PROVISIONS**

### **A. LHC Budget Contingency**

1. It is mutually agreed that if the LIHEAP State Plan of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LHC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the LIHEAP State Plan for purposes of this program, the LHC shall have the option to either cancel this Agreement with no liability occurring to the LHC, or offer an agreement amendment to Contractor to reflect the reduced amount.

### **B. Federal Budget Contingency**

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the LHC by the United States Government for each fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The LHC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
5. The LHC shall authorize expenditures of funds under this Agreement based on the approved LIHEAP State Plan.
6. The LHC shall authorize expenditures of funds based on the yearly submission and approval of a cost allocation plan.

7. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any decrease or increase in funds.
- C. **Budget Guidelines.** Upon execution of this Agreement, Contractor shall submit cost allocation plans, including an annual DHHS/LIHEAP Budget and a DHHS/WAP budget based on the Maximum Amount of this Agreement and in accordance with other applicable provisions of this Agreement.

D. **Allowable Costs**

1. *Administrative*

- a. General. Administrative costs shall not exceed seven and one half percent (7.5%) of the total LIHEAP grant award.
- b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- c. Both local governments and private, nonprofit corporations shall use the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, as a guide for determining administrative costs.
- d. Assurance 16 Costs. Administrative costs for Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and is contingent upon the expenditure of cumulative allowable expenditures for assurance 16 activities. Administrative costs for Assurance 16 activities must be counted toward the ten percent (10%) administrative limit allowed on federal programs. The Grantee may use these funds for planning and administering the Low Income Home Energy Assistance Program (LIHEAP).

2. *Program Costs*

- a. General. Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by LHC for the purpose of delivering services.
- b. Assurance 16 Costs. Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and is contingent upon the expenditure of cumulative allowable expenditures for assurance 16 activities.

E. **Reimbursement Guidelines**

1. *Claims for Reimbursement.* Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

2. *Assurance 16.* Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the LHC for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies. Contractor may claim Assurance 16 costs for client education only when LIHEAP and DOE funds and services are provided concurrently in the same unit.

#### **F. Reporting Requirements**

1. *Federal Funding Accountability and Transparency Act Reporting ("FFATA").* LHC may issue guidance and/or amendments to this Agreement, establishing additional reporting requirements as may be necessary to ensure compliance with the Federal Funding Accountability and Transparency Act ("FFATA") or other federal and state regulations, as applicable.
2. *Weekly/Monthly/Quarterly Reports*
  - a. Contractor shall submit expenditures and activities by entry into the web-based, Hancock Energy Software System (HES). Weekly reports shall be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of expenditures in the preceding period. Contractor shall submit a signed copy of the report to LHC via electronic mail for review and processing. The original signed report must be mailed to LHC.
  - b. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
  - c. Weekly reports should be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of the expenditures in the preceding period.
  - d. LHC shall disburse administrative fees to the statewide contractors within ten (10) business days after receipt of an accurate, signed original report.
  - e. LHC will make payments directly to the vendors who have submitted the W-9 form and have a signed Vendor Agreement with LHC via electronic transfer or paper check, based on the process the vendor has elected.
  - f. LHC will make payment to the Contractor on behalf of the vendor for those who have not submitted the W-9 form and a signed Vendor Agreement to LHC. The Contractor will be responsible for paying the vendors directly.
  - g. LHC shall conduct a quarterly reconciliation of funds, expenditures and statistics to verify the grant awards have been used appropriately, as intended.
3. *LHC Review.* LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.

4. *Refunds.* Any refund checks collected shall be returned to LHC by the 10<sup>th</sup> day of the subsequent month. Contractor shall identify the customer's name, address, and benefit amount returned. Refund information shall be submitted on the Vendor Refund Report (attached to this Agreement as **Attachment B**).
5. *Close-out Report.* Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after expiration of this Agreement. The final close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as **Attachment C**), signed by the authorized representative of the Contractor.

### III. SPECIAL TERMS AND CONDITIONS

#### A. Conflict of Interest

1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
2. Contractor shall establish safeguards to prohibit its employees, officers, and any and all subgrantee's/subcontractor's employees and officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Such safeguards shall be provided to the LHC within three months of instituting this contract, and such safeguards shall be consistent with 45 CFR. § 74.42 and 92.36. Pursuant to 45 CFR §74.42 and 92.36, Contractor shall ensure that subgrantees and subcontractors do not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless LHC has provided prior written approval of: (a) Contractor's conflict of interest policies and procedures, or (b) any individual service or activity that presents an actual or perceived conflict including, but not limited to:
  - a. Providing program services to Contractor's or subgrantee's/subcontractor's employees, officers, or other persons or entities with whom Contractor's employees or officers have family, business, or other ties; and
  - b. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor's, subgrantee's or subcontractor's employees or officers.
4. To obtain prior written approval by LHC, Contractor must demonstrate that it will:
  - a. Follow all regular eligibility and prioritization requirements of the federal and state LIHEAP programs, as applicable to each service or activity;
  - b. Comply with all eligibility requirements of the LIHEAP program and this Agreement;

- c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

#### **B. Codes of Conduct**

1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
2. Contractor shall not pay federal funds received from LHC to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

#### **C. Board Roster, Bylaws, Resolution, and Minutes**

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.
4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.

- D. **Auditing Standards.** Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75).



#### **E. Audit Reports.**

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2007 Revision, as amended."
2. Contractors shall submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within six months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.

3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
4. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, was conducted.
5. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, at a minimum:
  - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - b. Withholding or disallowing overhead costs;
  - c. Suspending federal awards until the audit is conducted; or
  - d. Terminating the federal award.

#### **IV. SUBCONTRACTS**

All subcontracts entered into to perform the direct services covered under this Agreement shall comply with all terms, conditions, assurances, and certifications of this Agreement and requirements as provided for and described in the State Plan. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subgrantee and/or subcontractor agreements shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services.

- A. Contractor shall provide copies of all contracts to the LHC within thirty (30) days of execution of each subgrantee and/or subcontractor agreement. The agreement should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subgrantee and/or subcontractor activity to be performed under the Agreement.

This written notification shall also include a certification that to the best of Contractor's knowledge, the subgrantee or subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. For purposes of this certification of subgrantee's/subcontractor's eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on EPLS as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subgrantee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subgrantee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75
- D. Contractor shall immediately notify subgrantee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subgrantees/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subgrantees/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

## V.INSURANCE

The Contractor shall purchase and maintain for the duration of the contract 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 Contractor, its agents, representatives, employees or subcontractors.

### A. Minimum Scope and Limits of Insurance

1. Workers Compensation. Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. Commercial General Liability. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. Automobile Liability. Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. Errors and Omissions. Errors and Omissions insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.
5. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000.

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

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

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

3. Cyber Liability. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party 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 Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

#### 4. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Corporation of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

#### D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### E. Verification of Coverage

1. Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

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

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
  4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.
- F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.
- G. Workers Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana nor the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

## VI. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, LHC is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. Contractor shall conduct onsite monitoring of subcontractors and provide to LHC a copy of the written monitoring report and follow-up correspondence to any findings.

- D. Contractor shall notify the LHC when a subcontractor is non-responsive and does not comply or respond to a finding within the time frame identified in the monitoring report. Contractor must make a recommendation to the LHC of any action that should be taken against the subcontractor.
- E. LHC is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and state LIHEAP programs.
- F. LHC shall provide Contractor reasonable advance notice in writing of onsite monitoring reviews of Contractor's program or fiscal performance.
- G. Contractor shall cooperate with LHC program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- H. In the event that LHC determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, LHC shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

## **VII. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT**

### **A. Determination and Notice**

- 1. If LHC determines that Contractor has not complied with the requirements of this Agreement, LHC shall provide Contractor with written notice setting forth:
  - a. The factual and legal basis for the determination of noncompliance; and
  - b. The corrective action(s) required and the date by which they must be taken.
- 2. If LHC determines that Contractor's noncompliance constitutes a material breach of this Agreement, and that immediate action is required, LHC may initiate an enforcement action in accordance with the provisions in this section and applicable state and federal law.
- B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable state and federal law, which act or omission:
  - 1. Constitutes fraud or gross negligence by Contractor or its agent(s);
  - 2. Results in or is likely to result in significant waste and/or abuse of federal funds;
  - 3. Has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
  - 4. Violates or otherwise disregards program guidance and other requirements of the federal government, whether issued directly or through LHC;

5. May have serious adverse effects and consequences on the Contractor's customers, employees, subgrantees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
  6. May otherwise significantly and/or adversely affect the viability, effectiveness, or integrity of the program.
- C. For purposes of this section, "enforcement action" means the imposition of any of the following:
1. Special conditions and/or sanctions;
  2. "High risk" designation;
  3. Contract suspension;
  4. Contract termination; or
  5. Termination of service provider designation.

**D. Special Conditions and Sanctions**

1. In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, LHC may impose special conditions, sanctions, and/or other special requirements with respect to Contractor's performance. LHC may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
2. Special Conditions may include, but are not limited to:
  - a. Obtaining training and/or technical assistance;
  - b. The imposition of special or additional reporting requirements;
  - c. The provision of documentation; and/or
  - d. The requirement to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
  - a. The suspension of advances and/or reimbursements; and/or
  - b. The issuance of stop work orders.
4. The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
  - a. If Contractor elects to contest the action, Contractor shall have two (2) working days following receipt of notice to show cause why the sanction should not be enforced.
  - b. LHC shall have two (2) working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decisions and Contractor's obligations going forward, if any.



5. Contractor may, at any time, request in writing that LHC initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process.
6. Should Contractor fail to submit in writing to show cause or fail to request that LHC initiates either the contract suspension or termination processes, LHC may initiate such action upon its own motion.
7. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

#### **VIII. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS**

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the LIHEAP allocations by the end of the program year. Achievement of the following expenditure percentages shall occur as follows:
  1. Fifty percent (50%) by June 30th of the program year.
  2. Ninety percent (90%) by September 30<sup>th</sup> of the program year.
  3. One hundred percent (100%) by the end of the program year.
- B. LHC shall review Contractor's achievement of goals each month.
- C. At the conclusion of the fifty percent (50%) performance benchmark LHC shall review Contractor's achievement of goals, and if they are not being achieved, LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an alternate plan for expenditure within thirty (30) calendar days.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the first program year reporting period, the Contractor has not achieved ninety percent (90%) of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the LHC shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the LHC will redistribute such funds to an eligible performing Contractor within the general geographic region in which those funds were originally allocated in

accordance with the LHC Plan. The LHC reserves the right to redistribute funds to a performing Contractor within the LHC if it becomes necessary.

## **IX. ADDITIONAL PROVISIONS**

### **A. Provisions for Federally Funded Grants**

1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.
3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement.* Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. To assist LHC in ensuring timely compliance with these reporting requirements, Contractor shall provide to LHC its Dun & Bradstreet Data Universal Numbering System (DUNS) number, and Central Contractor Registration (CCR) number.

### **B. Federal Certification Regarding Debarment, Suspension, and Related Matters.** Contractor hereby certifies to the best of its knowledge that it nor any of its officers, or any subgrantees and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a 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;

3. Are 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 paragraph B above of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Agreement. Based on the description, LHC in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and LHC may terminate this Agreement for cause immediately pursuant to the termination provisions of state and federal law governing the Low-Income Home Energy Assistance Program.

#### **C. Procurement**

##### *1. Contract Administration.*

- a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (42 CFR Part 75) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subgrantee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

#### **D. Affirmative Action Compliance**

1. Each Contractor, subgrantee or subcontractor with fifty (50) or more employees and an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
2. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60.2.32, Section 60-250.1 through 60-250.33, and Sections 60-741.4 through 60.741.32.
3. Each Contractor, subgrantee or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subgrantees and subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

**E. Nondiscrimination Compliance**

1. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
2. Contractor hereby certifies compliance with the following:
  - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
  - c. Rehabilitation Act of 1973, as amended.
  - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
  - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
  - f. Public Law 101-336, Americans with Disabilities Act of 1990.

**F. Specific Assurances**

1. *Pro-Children Act of 1994.* This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). Contractor further agrees that the language of the preceding sentence will be included in any subcontracts that contain provisions for children's services and that all subgrantees and subcontractors shall certify compliance accordingly.
2. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

3. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes.

4. *Political Activities*

- a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

5. *Lobbying Activities*

- a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- b. If Contractor engages in lobbying activities, Contractor shall complete, sign, and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

**G. Right to Monitor, Audit and Investigate**

- 1. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the Legislative Auditor, LHC staff, and any entity selected by LHC to perform inspections, shall have the right to monitor and audit Contractor and all subgrantees and/or subcontractors providing services under this Agreement through onsite inspections, audits, and other applicable means the LHC determines necessary.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the LHC, or any of their duly authorized representatives, including representatives of the entity selected by LHC to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.
- 3. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- 4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

**H. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor**

1. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.
  2. LHC shall conduct such fair hearing in accordance with 45 CFR 81.1, *et seq.*
- I. Fair Hearing Process for Applicants for Denial of Benefits by Contractor or Subgrantee(s)/Subcontractor(s)**
1. Contractor and/or all subgrantees and subcontractor(s) shall provide all interested individuals equal opportunity to apply for the LIHEAP and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor and/or subgrantee or subcontractor shall act upon all applications in writing within fifteen (15) working days.
  2. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive an untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, the following:
    - a. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and the LHC.
    - b. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
    - c. Provisions for notifying the applicant in writing of the reasons for denial of assistance and advising the applicant that he/she may request a review of the denial and may submit additional information, in writing, which the applicant believes would warrant a favorable determination.
    - d. Provisions for reviewing the denial of an application for assistance in an expeditious manner if such is requested by the applicant. This shall include the specific assignment of responsibility to a senior level official or standing committee other than the person making the initial determination.
    - e. Provisions for notifying the applicant of the Contractor's final decision.
    - f. The methods the Contractor will employ to notify applicant of the existence of the appeals process.
    - g. Provisions for ensuring that every effort will be made to provide persons who do not comprehend English with written materials and/or procedures in the appropriate language(s).
    - h. Provisions for the retention of documents relating to specific denials of assistance and action(s) taken by the Contractor. Such records must be maintained in the Contractor's files for three (3) years and shall be available for review by LHC upon request.

- i. Provisions to inform applicants that an appeal to LHC may be requested as part of the fair hearing process and provisions for providing a description to the applicant of the process and criteria for appeal to LHC.
  - j. Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to LHC. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of the LHC Energy Department.
- 3. A written description of the aforementioned required procedures shall be maintained on file by the Contractor and shall be available for public inspection.
- 4. Should the applicant decide to appeal to LHC, the applicant shall submit a written appeal request to LHC within ten (10) working days from the date of the Contractor's final decision. Upon request from LHC, the Contractor shall provide all supportive documentation to LHC, postmarked within ten (10) working days of the request.
- 5. LHC shall provide an opportunity for an administrative fair hearing if an applicant's concern is not resolved by appeal to the Contractor. Within five (5) working days, upon receipt of a request for a fair hearing, LHC shall schedule a fair hearing to be conducted no later than fifteen (15) working days from receipt of a request for a fair hearing. The fair hearing shall be conducted in accordance with the following criteria:
  - a. The hearing shall be held in a place reasonably convenient to the applicant and open to the public.
  - b. The applicant shall receive notification of the hearing no less than five (5) working days before the scheduled hearing, to enable a proper preparation of the applicant's appeal.
  - c. The applicant shall have an opportunity to review his/her claim file, which contains all the evidence to be presented, prior to the hearing.
  - d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
  - e. The applicant is guaranteed the right to:
    - i. Have a representative at the hearing;
    - ii. Present evidence, including oral and/or written statement on his/her behalf;
    - iii. Present witnesses; and
    - iv. Cross-examine witnesses.
  - f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.

- g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

#### **J. Complaint Management Policies and Procedures**

1. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
2. Contractor shall ensure that all formal complaints are handled timely and documented with the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
3. If the Contractor's efforts did not result in a resolution, the Contractor must refer the client to the LHC Energy Department. The Contractor shall contact the LHC Energy Manager directly and explain the issue, actions taken to resolve the issue, and provide the LHC any supporting documentation and written correspondence that demonstrates the Contractor's attempts to resolve the issue.

#### **K. Record-Keeping**

1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.
2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three (3) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
3. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practice Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

#### **X. ASSURANCE 16 ACTIVITY GUIDELINES**

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

- A. **Client Education/Budget Counseling.** Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:
  1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.



2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
  3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.
- B. **Coordination.** Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

## **XI. ASSURANCE 16 PROPOSAL**

- A. Contractor shall submit an annual Assurance 16 proposal to LHC by a date as determined by LHC. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.
- B. LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.
- C. LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

## **XII. GENERAL TERMS AND CONDITIONS**

- A. **Term of Agreement.** This Agreement shall begin on October 1, 2017 and shall terminate on September 30, 2019.
- B. **Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.
- C. **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that

relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.

- E. **Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

- F. **Governing Law and Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved in accordance with the provisions set forth in Louisiana Revised Statutes §§39:1524-1526.

- G. **Termination.** Either party has the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice, forwarded to its respective address via U.S. Mail. The Corporation has the right to cancel this Agreement with less than thirty (30) days notice in the event of budgetary reductions, without any liability incurring to the Corporation or the State of Louisiana.

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

If to Corporation:

Edselle Keith Cunningham, Jr.  
Executive Director  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, LA 70808

If to Contractor:

Terrebonne Parish Consolidated Government  
Department of Housing & Human Services  
809 Barrow Street  
Houma, LA 70306

- H. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.

- I. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, sexual identification, national origin, veteran status, political affiliation, or disabilities.

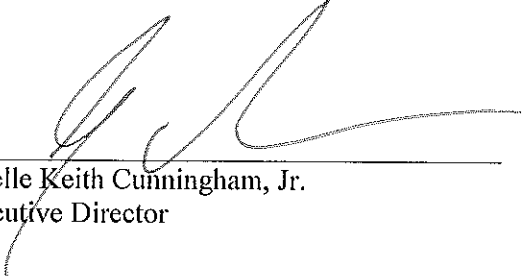
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- J. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT DEPARTMENT OF HOUSING  
& HUMAN SERVICES

  
\_\_\_\_\_  
Edselle Keith Cunningham, Jr.  
Executive Director

\_\_\_\_\_  
Signature of Duly Authorized Representative

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory

SIGNED THIS 22 DAY OF November, 2017

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**Attachment "A"**

**Low-Income Home Energy Assistance Program  
(LIHEAP)**

**PY2017 DHHS Allocation**

**Expires 9/30/2018**

Terrebonne Parish Consolidated Government					
Parish	Administration		Services		Total
Terrebonne	\$70,978.31		\$730,603.44		\$801,581.76
	Non-Crisis	Crisis	Non-Crisis	Crisis	
	\$63,880.48	\$7,097.83	\$657,543.10	\$73,060.34	

**ATTACHMENT B**

**ATTACHMENT B**

[illegible]

**Contractor shall return funds payable to LHC, 11637 Industriplex Blvd., Baton Rouge, LA 70809 by the 10<sup>th</sup> day of the subsequent month.**

State of Louisiana

LOUISIANA HOUSING CORPORATION (LHC)

**FY 20\_\_ LIHEAP GRANT CLOSEOUT CHECKLIST AND CERTIFICATION OF DOCUMENTS**

Contractor:	
Grant Period:	Total Contract Budget:

Within 45 days after the end date of grant period, you are required to submit this form and all documents listed below to LHC. Any monies due to LHC must accompany the form and all documents.

1. Refund Check Amount (if applicable). Explain below.  
\$ \_\_\_\_\_
2. Final Quarterly Reconciliation Form (Included in Drawdown Excel File)
3. Excess Revenue and Interest Earned Report
4. Equipment Inventory of real and personal property acquired with DHHS/LIHEAP funds

Comments:	
<b>CERTIFICATION:</b> By signing this document, I certify to the best of my knowledge and belief that the enclosed documents (listed above) are accurate and complete and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the grant awards. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. <i>(U.S. Code, Title 18, Section 1001)</i>	
Authorized Representative/Title	Telephone Number: ( )
Signature:	Email Address: Date:



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
LIHEAP Agreement
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
LIHEAP Agreement between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To enable Terrebonne Parish Consolidated Government to use \$801,581.76 for FY 10/1/17 - 9/30/19 to assist low-income residents in Terrebonne Parish with utility payments.
<b>TOTAL EXPENDITURE</b>
\$801,581.76
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
ACTUAL ESTIMATED
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>
N/A NO YES IF YES AMOUNT BUDGETED: \$801,581.76

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

*Donna P. Ward* *11/30/2017*  
Signature Date



Monday, December 11, 2017

---

**Item Title:**

HMGP - TPCG Multiagency Safe Room East for First Responders Project

**Item Summary:**

RESOLUTION: Awarding and authorizing the signing of the Construction Contract for Parish Project No. 15-SAFE-01, Terrebonne Parish East Side Safe Room, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/1/2017	Executive Summary
Memo	12/1/2017	Cover Memo
Resolution	12/1/2017	Resolution
Engineering Certificate	12/1/2017	Backup Material
Bid Documents	12/1/2017	Backup Material





**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
HMGP – TPCG Multiagency Safe Room East for First Responders Project

PROJECT SUMMARY (200 WORDS OR LESS)
To construct a new Multiagency Safe Room East for First Responders to ensure service to the community.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is authorize the president to award the project to the winning bidder, Thomassie Construction, Inc. and sign the resulting contract contingent upon a busget amendment recognizing the additional funds.

TOTAL EXPENDITURE			
\$303,316.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		<u>ESTIMATED</u>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED: N/A

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

Chris Pulaski

11/29/17

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

November 29, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda Item December 11 and 13<sup>th</sup>, 2017  
Public Services Committee  
Hurricane Gustav HMGP Project No. 1786-109-0007  
Safe Room East at 2104 Morris Street (Fire Station)

---

Attached is a Resolution requesting the authorization of the president to award the project and sign the contract with the winning bidder for this project. The authorization is pending the budget amendment to recognize these funds. Additional funds were required after the bids came in, and those funds have been authorized by FEMA and GOHSEP. The matching funds associated with the Safe Room East project have been identified. This was awarded by GOHSEP and FEMA under the FEMA funded Terrebonne Parish Hurricane Gustav Hazard Mitigation Grant Program Project No. 1786-109-0007.

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

Thanks,  
Chris

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution awarding and authorizing the signing of the construction Contract for Parish Project No. 15-SAFE-01, Terrebonne Parish East Side Safe Room, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

**WHEREAS**, the Terrebonne Parish Consolidated Government did receive construction bids on Parish Project No. 15-SAFE-01, Terrebonne Parish East Side Safe Room, Terrebonne Parish, Louisiana, and,

**WHEREAS**, the lowest base bid was submitted by Thomassie Construction, Inc. in the amount of \$1,160,400.00, and

**WHEREAS**, the Parish is desirous of moving forward with the construction of the Terrebonne Parish East Side Safe Room, and

**WHEREAS**, the construction award is contingent upon a budget amendment,

**NOW, THEREFORE, BE IT RESOLVED** that the Terrebonne Parish Consolidated Government award the construction contract to Thomassie Construction, Inc. in the amount of \$1,160,400.00, and

**BE IT FURTHER RESOLVED**, that the President of Terrebonne Parish Consolidated Government, be and he is hereby authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Thomassie Construction, Inc. upon receipt of the performance bond in the amount of the contract price and contingent upon a budget amendment, and

**BE IT FURTHER RESOLVED**, that upon receipt of required certificates of insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, that the Engineer is hereby authorized to issue the Notice to Proceed to the Contractor to commence construction of the project, and

**WHEREUPON** the motion was put to a vote and the vote thereon was as follows:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\* \* \* \* \*

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2017, at which meeting a quorum was present.

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

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





**Houston J. Lirette, Jr.**  
A Professional Architectural Corporation

NCARB Certified

American Institute of Architects

November 29, 2017

Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361

Attention: Nia Picou-Bowens, E.I.

**Re: TPCG NEW MULTI-AGENCY SAFE ROOM for EAST HOUMA**  
**Project No. 15-SAFE-01**  
Recommendation for Acceptance

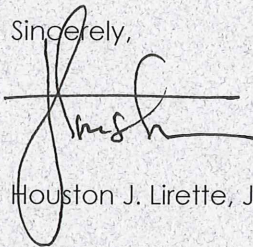
Dear Nia;

Please accept this letter as recommendation for the acceptance of the bid from Thomassie Construction, Inc., LLC, Louisiana License #24904, on the above referenced project in the amount of \$1,160,400.00, contingent upon Parish Council budget amendment.

All requirements of the request for bids appear to be included in their proposal.

Should you have any questions concerning the above, please feel free to call.

Sincerely,



Houston J. Lirette, Jr., AIA, NCARB

Cc: file



# SIGN IN

PROJECT/AND NUMBER: # 15-SAFE-01 East Side Safe Room

DATE/TIME September 21, 2017 @ 2:00 PM

	NAME	COMPANY
1	Sharon Celestin	TPCG
2	Gwen Chissov	Houston J. Livette, Jr.
3	Houston Livette	Architect
4	Gabe Kerlec	Icon Contractors
5	Christine Cortez	Thomassie Construction
6	Madeleine Bodin	TPCG Engineering
7	Keith W. L.	Houma Fire
8	Mike Toups	TPCG - DPW
9	Angela Guidry	TPCG - Purchasing
10		
11		
12		
13		
14		
15		
16		
17		
18		

DATE: September 21, 2017 @ 2:00 PM

PROJECT: East Side Safe Room  
Terrebonne Parish Consolidated Government  
Project No. 15-SAFE-01

ARCHITECT: Houston J. Lirette, Jr., A Professional Architectural Corporation

Probable Cost Estimate: \$937,932.00

BIDDER	LICENSE NO.	BASE BID
B.E.T. Construction, Inc.	27797	
Foret Contracting Group, LLC	44882	
X Icon Contractors, LLC	62158	
✓ La Contracting Enterprises, LLC	34263	\$1,698,346.00
Thrasher Construction, Inc.	46494	
✓ Thomassie Construction, Inc.	24904	\$1,160,400.00

LA CONTRACTING ENTERPRISE, LLC  
P.O. BOX 5178  
THIBODAUX, LA 70302  
STATE LICENSE NO. 34263  
985-446-2212

TO:  
Terrebonne Parish Consolidated Government  
P.O. Box 2768  
Houma, La 70361

OWNER:  
Terrebonne Parish Consolidated Government  
P.O. Box 2768  
Houma, La 70361

PROJECT NAME:  
East Side Safe Room

PROJECT NO:  
15-SAFE-01

BID DATE & TIME:  
September 21, 2017 @ 2:00

ADDENDUM:  
#1 (9-14-2017) #2 (9-18-2017)

SEALED BID

**SECTION C**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361

*(Owner to provide name and address of owner)*

**BID FOR:** East Side Safe Room  
Terrebonne Parish Consolidated Government  
Houma, LA  
Project No. 15-SAFE-01

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Houston J. Lirette, Jr., A Professional Architectural Corporation and dated: January 31, 2017

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1(9-14-17) #2(9-18-17).

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

ONE MILLION, SIX HUNDRED NINETY EIGHT THOUSAND, THREE HUNDRED FORTY SIX DOLLARS AND 2800 CENTS Dollars (\$ 1,698,346.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

\_\_\_\_\_ Dollars (\$ N/A)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

\_\_\_\_\_ Dollars (\$ N/A)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

\_\_\_\_\_ Dollars (\$ N/A)

**NAME OF BIDDER:** LA CONTRACTING ENTERPRISE LLC

**ADDRESS OF BIDDER:** PO Box 5178 PHONE (985) 446-2212  
TERREBOUNNE LA 70302

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 34263

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** JEREMY LANDRY

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** MEMBER

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** [Signature]

**DATE:** 9-21-17

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

LA Contracting Enterprise LLC  
P.O. Box 5178  
Thibodaux, LA 70302

### OWNER:

(Name, legal status and address)

Terrebonne Parish Consolidated Government  
301 Plant Road  
Houma, LA 70361

### SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040-6094  
Mailing Address for Notices  
13403 Northwest Freeway  
Houston, TX 77040

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

East Side Safe Room Project No. 15-SAFE-01


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2017.

  
(Witness)

  
(Witness) Jean Viola

LA Contracting Enterprise LLC

(Principal)

(Seal)

By:

(Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) George V. Baus, Jr., Attorney-in-Fact

S-0054/AS 8/10

Countersigned: LA Resident Agent

By:

George Villars Baus, Jr., Lic 307460



## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**George V. Baus, Jr., Gregory R. Weston, Kathleen L. Berni, Edward J. Murphy III., James J. Lynch III**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

  
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of September, 2017.

Corporate Seals

Bond No.

Agency No. 16832



  
Kio Lo, Assistant Secretary



UNITED STATES OF AMERICA  
**State of Louisiana**

**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Organization and Initial Report of

LA CONTRACTING ENTERPRISE, L.L.C.

Domiciled at BERWICK, LOUISIANA,

Was filed and recorded in this Office on June 05, 1998,

And all fees having been paid as required by law, the  
limited liability company is authorized to transact business  
in this State, subject to the restrictions imposed by law,  
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,*

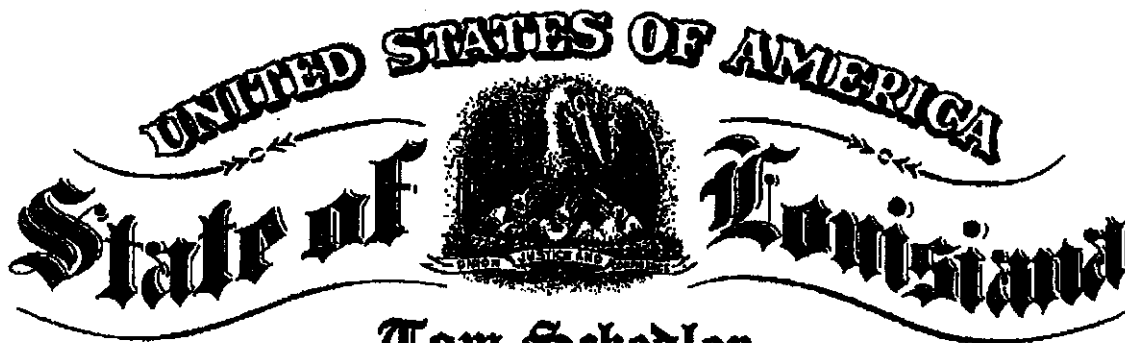
June 5, 1998

*Jox McKeithen*

BBE 34649410K

*Secretary of State*





**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*  
the attached document(s) of

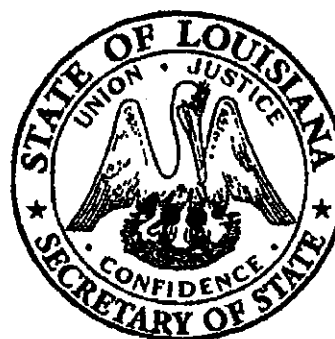
**LA CONTRACTING ENTERPRISE, L.L.C.**

are true and correct and are filed in the Louisiana Secretary of State's Office.  
40982854 Amendments 10/31/2012 3 pages

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,  
October 31, 2012

*Secretary of State*

JL 34848410K



Certificate ID: 10320748#NVM73

To validate this certificate, visit the following  
web site, go to Commercial Division,  
Certificate Validation, then follow the  
instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

**ARTICLES OF AMENDMENT AND RESTATEMENT TO  
ARTICLES OF ORGANIZATION OF  
LA CONTRACTING ENTERPRISE, L.L.C.**

The undersigned Sole Member/Manager of LA CONTRACTING ENTERPRISE, L.L.C. (the "Company"), does hereby certify that the Articles of Organization of the Company were amended by unanimous consent at a meeting held on the 30<sup>th</sup> day of October, 2012.

Articles I, II, III of the Articles of Organization are amended and Article IV, V and VI were added by said resolution so that the Amended and Restated Articles read in its entirety as follows:

**ARTICLE I**

**Name**

The name of the Limited Liability Company is LA CONTRACTING ENTERPRISE, L.L.C.

**ARTICLE II**

**Purpose**

The Limited Liability Company's purpose is to engage in any lawful activity for which Limited Liability Companies may be formed under the laws of the State of Louisiana.

**ARTICLE III**

**Management**

The Limited Liability Company shall be managed by the Sole Member/Manager, Jeremy Landry until the Articles are amended and filed with the Secretary of State of the State of Louisiana.

**ARTICLE IV**

**Voting**

Each member shall have one vote which is proportionate to his ownership interest in the Limited Liability Company.

## **ARTICLE V**

### **Amendments and Addendums**

Amendments and addendums to these Articles of Organization shall be made by unanimous vote of the members of the Limited Liability Company.

## **ARTICLE VI**

### **Duration**

Unless dissolved by law or agreement, the existence of the Company shall be perpetual.

## **ARTICLE VII**

### **Powers of the Manager**

The Manager shall have all powers and duties conferred upon him by law, including specifically the power to issue bids and sign contracts under L.A. R.S. 38:2212.

## **ARTICLE VIII**

### **Reliance**

Persons dealing with the company may rely upon a certificate of any one of the certifying officials listed below to establish the membership of any member, the authenticity of any records of the company, including without limitation, the Operating Agreement, or the authority of any person to act on behalf of the company, including, without limitation, the authority to take the actions referred to in La. Rev. Statutes § 12:1318(B). The following persons are hereby named authorized certified officials of the company, and any one of them may exercise the full authority granted by La. Rev. Statutes § 12:130(C)(5) without the need to obtain the written approval or certification of any other certified official: Jeremy Landry.

These Articles of Amendment are dated October 30, 2012.

  
\_\_\_\_\_  
Jeremy Landry, Sole Member/Manager

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BE IT KNOWN, that on this 30<sup>th</sup> day of October, 2012, before me, the undersigned Notary Public, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared JEREMY LANDRY, to me known to be a Sole Member/Manager of LA CONTRACTING ENTERPRISE, L.L.C. and one of the persons who executed the foregoing Articles of Amendment in such capacity, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is authorized to and did execute the foregoing Articles of Amendment in such capacity for the said company, as its and his free act and deed.

WITNESSES:

Amiee Bobbitt  
Amiee Bobbitt  
Bridget Marie Landry  
Bridget Marie Landry

Jeremy Landry  
JEREMY LANDRY

Jamie S. Landry  
NOTARY PUBLIC



# Lafourche Parish Recordation Certificate

Vernon H. Rodrigue  
CLERK OF COURT  
PO BOX 818  
303 W 3rd St  
Thibodaux, LA 70302  
(985) 447-4841

**First VENDOR**

LA CONTRACTING ENTERPRISE LLC

**First VENDEE**

LANDRY, JEREMY

Index Type : Conveyance

Inst Number : 1142845

Type of Document : Certificate Of Authority

Book : 1901

Page : 630

Recording Pages : 2

**Recorded Information**

On (Recorded Date) : 10/11/2012

At (Recorded Time) : 9:23:59:000 AM

Recordation Certified On : 10/11/2012



Doc ID - 030646700002

Deputy Clerk

*Cheryl L. Sanchez*





AFFIDAVIT OF CERTIFICATE OF AUTHORITY  
UNDER LA. REV. STAT. 38:2212(0)  
FOR JEREMY LANDRY TO SIGN BIDS  
FOR LA CONTRACTING ENTERPRISE, LLC  
ON PUBLIC CONTRACTS

STATE OF LOUISIANA  
PARISH OF LAFOURCHE

BEFORE ME, the undersigned notary public, personally appeared:

JEREMY LANDRY


known to me, swore as follows:

1.

He is the sole member of LA Contracting Enterprise, LLC and that he is authorized to act on behalf of LA Contracting Enterprise, LLC to submit bids on public contracts in the submission of all bids on behalf of LA Contracting Enterprise, LLC, and to sign any such bids to bind LA Contracting Enterprise, LLC.

  
JEREMY LANDRY

SWORN TO AND SUBSCRIBED  
before me, this 10<sup>th</sup> day of  
October, 2012.

  
NOTARY PUBLIC



## CERTIFICATE OF AUTHENTICITY

STATE OF LOUISIANA  
PARISH OF LAFOURCHE

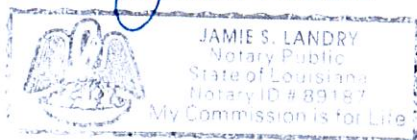
I, Jeremy Landry, do hereby certify that I am the sole member and manager of LA Contracting Enterprise, LLC, and that I am authorized to, and do, certify that the attached papers are authentic copies of the "Organizational Documents" of LA Contracting Enterprise, LLC. I make this certification in accordance with La Rev Stat. 12:1317C.

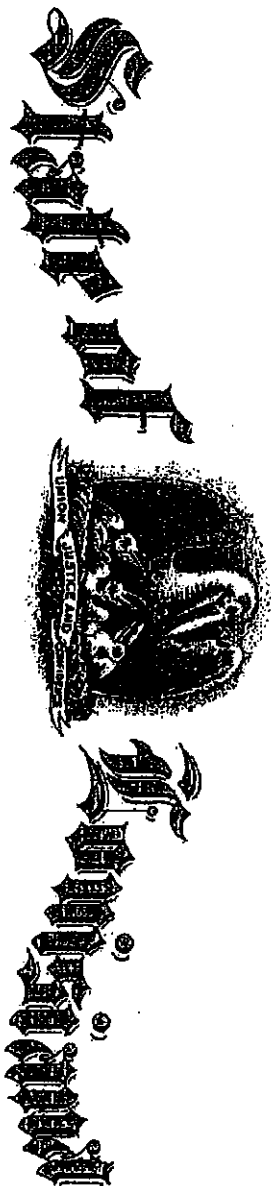
  
JEREMY LANDRY

### SWORN TO AND SUBSCRIBED

before me, this 21<sup>st</sup> day of  
September, 2017.

  
NOTARY PUBLIC





## State Licensing Board for Contractors

This is to Certify that:

LA CONTRACTING ENTERPRISE, L.L.C.  
P. O. Box 5178  
Thibodaux, LA 70302

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE  
CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: February 18, 2018

License No: 34263

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 19th day of February 2015

*[Signature]*  
Director

*[Signature]*  
Chairman

This License Is Not Transferable

*[Signature]*  
Secretary-Treasurer

9-21-17  
1:51pm

**THOMASSIE CONSTRUCTION, INC.**

104 St. Peter Road Thibodaux, LA 70301

(985) 446-8033

LA License # 24904

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**"SEALED BID ENCLOSED"**

**BID TO: Terre. Par. Consolidated Govt.**

**BID FOR: East Side Safe Room**

**Project: 15-SAFE-01**

**ARCH: Houston Lirette**

**Bids: September 21, 2017 @ 2 PM**

**SECTION C**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361

*(Owner to provide name and address of owner)*

**BID FOR:** East Side Safe Room  
Terrebonne Parish Consolidated Government  
Houma, LA  
Project No. 15-SAFE-01

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Houston J. Lirette, Jr., A Professional Architectural Corporation and dated: January 31, 2017

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) (Addendum 1 & 2)

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

One million, one hundred sixty thousand four hundred and no cent. Dollars (\$ 1,160,400.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars (\$ N/A)

**NAME OF BIDDER:** THOMASSIE CONSTRUCTION, INC.

**ADDRESS OF BIDDER:** 104 St. Peter Road, Thibodaux, LA 70301

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 24904

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Thomas A. Thomassie, III

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** September 21, 2017

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.





# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Thomassie Construction, Inc.

104 St. Peter Road

Thibodaux, LA 70301

**SURETY:**

*(Name, legal status and principal place of business)*

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, TX 77040-6094

**OWNER:**

*(Name, legal status and address)*

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Terrebonne Parish Consolidated Government

East Side Safe Room

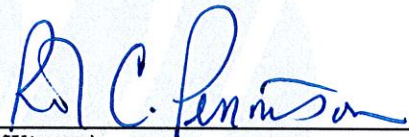
Parish Project # 15-SAFE-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this **21st** day of **September**, 2017

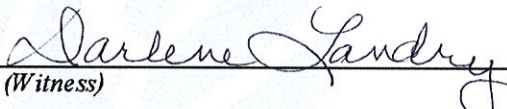
  
(Witness)

**Thomassie Construction, Inc.**

(Contractor as Principal)

(Seal)

  
(Title) **Thomas A. Thomassie, III President**

  
(Witness)

**U.S. Specialty Insurance Company**

(Surety)

(Seal)

  
(Title) **Dewey Brashier, Attorney-In-Fact**

  
**Louisiana Resident Countersigning Agent:**

**Charles E. Reagin, III – License #232446**

**BancorpSouth Insurance Services, Inc.**

**P. O. Box 3809**

**Baton Rouge, LA 70809**



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY    TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY    U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,  
Kathleen B. Scarborough, Susan Skrmetta, John W. Nance**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY    TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY    U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles    SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of September, 2017.

Corporate Seals

Bond No. N/A  
Agency No. 17033



**Kio Lo, Assistant Secretary**



# Thomassie Construction, Inc.

project management • general contracting

[www.thomassieconstruction.com](http://www.thomassieconstruction.com) • [info@thomassieconstruction.com](mailto:info@thomassieconstruction.com)

104 St. Peter St. • Thibodaux, LA 70301 • (985) 446-8033 • Fax (985) 446-8034

## CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of THOMASSIE CONSTRUCTION, INC. that

**THOMAS A. THOMASSIE, III** or **MARTHA T. THOMASSIE** or **THADDEUS BENTON THOMPSON**,  
be and they are hereby

authorized and empowered on behalf of this corporation:

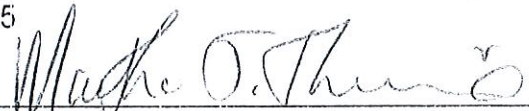
To represent Thomassie Construction, Inc. at any bid opening from any private or public entity.

To sign on any bid applications, to make amendments or corrections to any of the applications  
or bid proposals on behalf of this corporation.

To sign on any contract, to make amendments or corrections to any of the contract on behalf  
of this corporation.

BE IT FURTHER RESOLVED that Thomas A. Thomassie, III or Martha T. Thomassie or Thaddeus  
Benton Thompson, be and they are hereby authorized to incorporate into the above referenced  
documents such terms and conditions as they in their uncontrolled discretion, may deem fitting,  
proper and necessary, and all they may do by virtue of this resolution is hereby ratified and approved.

Thibodaux, Louisiana this 23<sup>rd</sup> day of February 2015



MARTHA T. THOMASSIE, SECRETARY

### CERTIFICATE

I, the undersigned, do hereby certify that I am the Secretary of THOMASSIE CONSTRUCTION, INC. and that  
the above and foregoing is a true, exact and correct copy of resolution unanimously passed at a special meeting  
of the Board of Directors of THOMASSIE CONSTRUCTION, INC., held at the domicile of said corporation  
on December 2, 2013, in the parish of Lafourche, State of Louisiana, with a quorum being present and that said  
resolution is still in full force and effect.

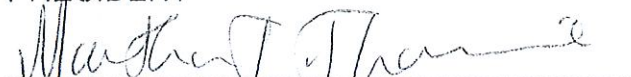
THUS DONE AND SIGNED on this 21 day of the month September, 2017.

  
MARTHA T. THOMASSIE, SECRETARY

APPROVED BY:



THOMAS A. THOMASSIE, III  
PRESIDENT



MARTHA T. THOMASSIE  
SECRETARY, TREASURER



Monday, December 11, 2017

---

**Item Title:**

Elevation of 601 Woodside Drive

**Item Summary:**

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2014-001 to complete the elevation of 601 Woodside Drive, Houma.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/5/2017	Executive Summary
Memo	12/5/2017	Cover Memo
Resolution	12/5/2017	Resolution
Financial Breakdown	12/5/2017	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 601 Woodside Drive, Houma, LA 70363.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2014-001 to complete the elevation of 601 Woodside Drive, Houma, LA 70363.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 601 Woodside Drive, Houma, LA 70363 for Ryan Charles, owner; and obligate the necessary FEMA Flood Hazard Mitigation funding to complete this mitigation.

TOTAL EXPENDITURE			
N/A			
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)									
PARISHWIDE	1	2	3	4	5	6	7	<u>8</u>	9

Chris Pulaski

Signature

12/5/2017

Date

December 5, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda for December 11 and 13, 2017  
Project No. FMA-PJ-LA-2014-001  
Property Elevation

---

Attached is a resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2014-001 to complete the elevation of 601 Woodside Drive, Houma, LA 70363 for Ryan Charles.

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

Thanks,  
Chris

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

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

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE  
TERREBONNE PARISH FLOOD HAZARD MITIGATION GRANT PROGRAM  
PROJECT NO. FMA-PJ-LA-2014-001 TO COMPLETE THE STRUCTURE  
ELEVATION OF 601 WOODSIDE DRIVE, HOUMA, LA 70363**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by FEMA that the Flood Hazard Mitigation Grant Program, Project No. FMA-PJ-LA-2014-001, can proceed with the mitigation of the following property:

Address:                   **601 Woodside Drive**  
                                  **Houma, LA 70363**

Owned by:               **Ryan Charles;**

**WHEREAS**, under the administrative guidance of Solutient, the required “elevation packet” has been prepared and executed for the property owner recommending elevation through the FMA program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish FEMA funded Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2014-001 be hereby obligated to mitigate 601 Woodside Drive.

Ryan Charles  
601 Woodside Drive  
Houma, LA 70363

Estimated Financial  
Breakdown Document

Grant ID # TPCG FMA-PJ-06-LA-2014-001  
Flood Mitigation Assistance Program

Vendor: Aldrete Sons

FMA ELEVATION DETAILS

Activity	Amount
Elevation	\$ 180,000.00
Personnel Lift/Handicap Ramp	
Grant Management Fee	\$ 15,460.00
Potential Relocation Reimbursement (Est.)	\$ 3,500.00
<b>Total Project Cost</b>	<b>\$ 198,960.00</b>

FUNDING SOURCE BREAKDOWN

	Responsible Party	Amount
Federal Share - 100%	FEMA FMA Grant	\$ 198,960.00
Local Match		\$ -
	ICC*	
	Road Home	\$ -
	Homeowner Local Match	\$ -
		\$ -
<b>Total</b>		<b>\$ 198,960.00</b>

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



Monday, December 11, 2017

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**Item Title:**

Elevation of 109 Cane Break, Chauvin

**Item Summary:**

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 109 Cane Break, Chauvin.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/5/2017	Executive Summary
Memo	12/5/2017	Cover Memo
Resolution	12/5/2017	Resolution
Financial Breakdown	12/5/2017	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 109 Cane Break, Chauvin, La 70344

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 109 Cane Break, Chauvin, La 70344.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 109 Cane Break, Chauvin, La 70344 for Pete Benoit of Beno, LLC, owner; and obligate the necessary FEMA Flood Hazard Mitigation Assistance funding to complete this mitigation.

TOTAL EXPENDITURE		
N/A		
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)										
PARISHWIDE	1	2	3	4	5	6	<u>7</u>	8	9	

Chris Pulaski

Signature

11/7/2017

Date



December 5, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda for December 11 and 13, 2017  
Project No. FMA-PJ-06-LA-2016-11  
Property Elevation

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Attached is a resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, the first of the 2015 Repetitive Loss project presented. The resolution will allow the elevation of 109 Cane Break, Chauvin, LA 70344, Pete Benoit owner.

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

Thanks,  
Chris

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

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

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE  
TERREBONNE PARISH FLOOD MITIGATION ASSISTANCE GRANT  
PROGRAM PROJECT NO. FMA-PJ-06-LA-2016-11 TO COMPLETE THE  
STRUCTURE ELEVATION OF 109 CANE BREAK, CHAUVIN, LA 70344**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by FEMA and the Governor's Office of Homeland Security and Preparedness that the Flood Mitigation Assistance Grant Program, Project No. FMA-PJ-06-LA-2016-11, that the Parish is authorized to proceed with the mitigation of the following property:

Address:                   **109 Cane Break  
Chauvin, La 70344;**

Owned by:               **Pete Benoit of Beno, LLC**

**WHEREAS**, under the administrative guidance of All South Consulting Engineers, the required "elevation packet" has been prepared and executed by All South Consulting Engineers recommending elevation through the FMA program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish FEMA funded Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA-2016-11 be hereby obligated to mitigate 109 Cane Break, Chauvin, La 70344.

<b>Financial Breakdown Estimate for Terrebonne Parish Council Approval Packet</b>	
<b>Name of Homeowner</b>	Pete Benoit
<b>Address of Homeowner</b>	109 Cane Break, Houma LA 70363
<b>Name of Builder</b>	Davie Shoring, Inc.
<b>Grant Program</b>	FEMA HMA Flood Mitigation Assistance Program
<b>Subgrant #</b>	FMA-PJ-06-LA-2016-011
<b>Estimated Cost:</b>	
Cost of Construction	\$ 200,868.00
Scope Funded Separately by Homeowner	\$ -
Cost of Project Management	\$ 6,105.00
Relocation Expenses	\$ 3,500.00
<b>Total</b>	<b>\$ 210,473.00</b>
<b>Estimated Funding Sources:</b>	
Grant Amount (90% Cost Share)	\$ 189,425.70
Increased Cost of Compliance (\$30k Max.)	\$ 21,047.30
Homeowner	\$ -
Other	\$ -
<b>Total</b>	<b>\$ 210,473.00</b>
<b>Balance</b>	<b>\$ -</b>



Monday, December 11, 2017

---

**Item Title:**

Elevation of 310 Dwayne Street, Chauvin

**Item Summary:**

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 310 Dwayne Street, Chauvin.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/5/2017	Executive Summary
Memo	12/5/2017	Cover Memo
Resolution	12/5/2017	Resolution
Financial Breakdown	12/5/2017	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 310 Dwayne Street, Chauvin, LA 703644

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2016-11 to complete the elevation of 310 Dwayne Street, Chauvin, LA 70344.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 310 Dwayne Street, Chauvin, LA 70344 for Titus Verdin, owner; and obligate the necessary FEMA Flood Hazard Mitigation Assistance funding to complete this mitigation.

TOTAL EXPENDITURE		
N/A		
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)										
PARISHWIDE	1	2	3	4	5	6	<u>7</u>	8	9	

Chris Pulaski

Signature

11/7/2017

Date

December 5, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda for December 11 and 13, 2017  
Project No. FMA-PJ-06-LA-2016-11  
Property Elevation

---

Attached is a resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, the first of the 2015 Repetitive Loss project presented. The resolution will allow the elevation of 310 Dwayne Street, Chauvin, La 70344, Titus Verdin owner.

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

Thanks,  
Chris

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

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

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE  
TERREBONNE PARISH FLOOD MITIGATION ASSISTANCE GRANT  
PROGRAM PROJECT NO. FMA-PJ-06-LA-2016-11 TO COMPLETE THE  
STRUCTURE ELEVATION OF 310 DWAYNE STREET, CHAUVIN, LA 70344**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by FEMA and the Governor's Office of Homeland Security and Preparedness that the Flood Mitigation Assistance Grant Program, Project No. FMA-PJ-06-LA-2016-11, that the Parish is authorized to proceed with the mitigation of the following property:

Address:                   **310 Dwayne Street**  
                                  **Chauvin, La 70344;**

Owned by:               **Titus Verdin**

**WHEREAS**, under the administrative guidance of All South Engineering Consultants, the required "elevation packet" has been prepared and executed by the All South Engineering Consultants recommending elevation through the FMA program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish FEMA funded Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA-2016-11 be hereby obligated to mitigate 310 Dwayne Street, Chauvin, La 70344.



<b>Financial Breakdown Estimate for Terrebonne Parish Council Approval Packet</b>	
<b>Name of Homeowner</b>	Titus Verdin
<b>Address of Homeowner</b>	310 Dwayne St., Chauvin, LA 70344
<b>Name of Builder</b>	Davie Shoring, Inc.
<b>Grant Program</b>	FEMA HMA Flood Mitigation Assistance (FMA) Grant Program
<b>Subgrant #</b>	FMA-PJ-06-LA-2016-011
<b>Financial Summary</b>	
<b>Estimated Cost:</b>	
Cost of Construction	\$ 181,226.00
Scope Funded Separately by Homeowner	\$ -
Cost of Project Management	\$ 6,105.00
Relocation Expenses	\$ 3,500.00
<b>Total</b>	<b>\$ 190,831.00</b>
<b>Estimated Funding Sources:</b>	
Grant Amount (90% Cost Share)	\$ 160,831.00
Increased Cost of Compliance (\$30k Max.)	\$ 30,000.00
Homeowner	\$ -
Other	\$ -
<b>Total</b>	<b>\$ 190,831.00</b>
<b>Balance</b>	<b>\$ -</b>
*Increased Cost of Compliance Coverage listed is <b>Tentative</b> and the 10% shall be covered by the homeowner in the event claim is rejected by FEMA.	



Monday, December 11, 2017

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**Item Title:**

Motion introducing an Ordinance to amend fees established for Tennis Complex

**Item Summary:**

MOTION: Introducing an Ordinance that will amend Ordinance No. 8896 that established the fees for the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma, LA (former Renaissance Health and Racquet Club) and calling a public hearing on January 23, 2018 at 6:30 p.m.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	12/6/2017	Executive Summary
Revised Ordinance	12/6/2017	Ordinance
Copy of Ordinance #8896	12/6/2017	Backup Material



**EXECUTIVE SUMMARY**  
**(REQUIRED FOR ALL SUBMISSIONS)**


PROJECT TITLE
Motion introducing an Ordinance that will amend Ordinance No. 8896 that established the fees for the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma.

PROJECT SUMMARY (200 WORDS OR LESS)
Ordinance to amend the established fees related to the public use of the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma, LA (former Renaissance Health and Racquet Club). Public hearing to be called on said matter on January 23, 2018 at 6:30 pm. Revised language to clarify individual court fees owed per person, and to clarify language associated with fee split and senior/student ages.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The facility was established as a recreational facility by Ordinance No. 8885. Fees shall be used for the ongoing operation and maintenance of the tennis facility.

TOTAL EXPENDITURE			
\$0			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

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

  
Christopher Pulaski, PLA  
Planning & Zoning Director

December 5, 2017  
Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO.

MOTION INTRODUCING AN ORDINANCE THAT WILL AMEND ORDINANCE NO. 8896 THAT ESTABLISHED THE FEES FOR THE TERREBONNE PARISH TENNIS COMPLEX LOCATED AT 106 SOUTHDOWN WEST BOULEVARD, HOUMA, LA (FORMER RENAISSANCE HEALTH AND RACQUET CLUB).

WHEREAS, the facility was established as a recreational facility by Ordinance No. 8885; and

WHEREAS, the fees are necessary for the ongoing operation and maintenance of the tennis facility as follow:

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following fees be amended for the public use of the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma, LA (former Renaissance Health and Racquet Club).

<b>Individual Court (per person)</b>	
1 <sup>st</sup> Hour	\$5
Each Additional Hour	\$3/hr
All Day	\$10
Student/Senior 1 <sup>st</sup> hour	\$3
Student/Senior Each Additional Hour	\$2/hr
<b>Monthly Membership</b>	
Single	\$40
Couple	\$50
Family	\$60
Student/Senior	\$25
Tournaments and Leagues: Per contractual basis with percentage of fees being split 70/30 with Tennis Professional. Seniors 65 and up. Students must be elementary or middle school age or present valid student ID. Children 5 and under are free.	

SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION III

This ordinance shall become effective upon approval by the Parish President.

This ordinance, having been introduced and laid on the table for at least thirty (30) days, was voted upon as follows:

THERE WAS RECORDED:  
YEAS:  
NAYS:  
ABSTAINING:  
NOT VOTING:  
ABSENT:

The Chairman declared the ordinance adopted on this, the 23<sup>rd</sup> day of January 2018.

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

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on January 23, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 23<sup>RD</sup> DAY OF JANUARY 2018.

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

OFFERED BY: MR. G. MICHEL  
SECONDED BY: MS. A. WILLIAMS

ORDINANCE NO. 8896

AN ORDINANCE TO ESTABLISH FEES RELATED TO THE PUBLIC USE OF THE TERREBONNE PARISH TENNIS COMPLEX LOCATED AT 106 SOUTHDOWN WEST BOULEVARD, HOUMA, LA (FORMER RENAISSANCE HEALTH AND RACQUET CLUB).

WHEREAS, the facility was established as a recreational facility by Ordinance No. 8885; and

WHEREAS, the fees are necessary for the ongoing operation and maintenance of the tennis facility as follow:

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following fees be established for the public use of the Terrebonne Parish Tennis Complex located at 106 Southdown West Boulevard, Houma, LA (former Renaissance Health and Racquet Club).

Individual Court	
1 <sup>st</sup> Hour	\$5
Each Additional Hour	\$3/hr
All Day	\$10
Student/Senior 1 <sup>st</sup> hour	\$3
Student/Senior Each Additional Hour	\$2/hr
Monthly Membership	
Single	\$40
Couple	\$50
Family	\$60
Student/Senior	\$25
Tournaments, Schools, and Leagues: Per contractual basis with percentage of fees being split 70/30 with Tennis Professional.	

SECTION I

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION II

This ordinance shall become effective upon approval by the Parish President.

THERE WAS RECORDED:

YEAS: S. Trosclair, J. Navy, A. Williams, G. Michel, S. Dryden, C. Duplantis-Prather, D.W. Guidry, Sr., A. Marmande and D.J. Guidry.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 15th day of November 2017.



Venita H. Chauvin

VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

Dirk J. Guibry  
DIRK J. GUIBRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

Date and Time Delivered to Parish President:

11/16/17 9:00 a.m. vhe

Approved Dirk J. Guibry Vetoed  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

11/20/17 10:31 a.m. vhe

\*\*\*\*\*

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on November 15, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 16<sup>th</sup> DAY OF NOVEMBER 2017.

Venita H. Chauvin  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL