
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

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



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

AGENDA

October 24, 2022
5:35 PM

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

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

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Ms. Margie Scoby to present an update on the "Finding Our Roots" Museum following Hurricane Ida.
2. A motion to rescind the condemnation order adopted November 17, 2008 on the structure located at 148 Prince Collins Street.
3. **RESOLUTION:** Authorizing the Parish President to sign and execute a contract with the Louisiana Workforce Commission to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

4. **RESOLUTION:** Authorizing the Parish President to sign the appropriate agreement with Onshore Materials, LLC. to construct Phase 2 of the LA SAFE Living Mitigation terraces project north of Lake Boudreaux.
5. Adjourn

Category Number:
Item Number:



Monday, October 24, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 24, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, October 24, 2022

Item Title:

“Finding Our Roots” Museum Post Hurricane Ida Update

Item Summary:

Ms. Margie Scoby to present an update on the “Finding Our Roots” Museum following Hurricane Ida.

ATTACHMENTS:

Description

Executive Summary

Upload Date

10/18/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
“Finding Our Roots” Museum Post Hurricane Ida Update

PROJECT SUMMARY (200 WORDS OR LESS)
Ms. Margie Scoby to present an update on the “Finding Our Roots” Museum following Hurricane Ida.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

<i>Carl Harding</i>	<i>10/18/2022</i>
_____	_____
Signature	Date

Category Number:
Item Number: 2.



Monday, October 24, 2022

Item Title:

Rescind Condemnation Order - 148 PRINCE COLLINS ST

Item Summary:

A motion to rescind the condemnation order adopted November 17, 2008 on the structure located at 148 Prince Collins Street.

ATTACHMENTS:

Description	Upload Date	Type
EXECUTIVE SUMMARY - 148 PRINCE COLLINS ST	10/19/2022	Executive Summary
PHOTOS - 148 PRINCE COLLINS ST	10/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rescind the Condemnation Order Adopted November 17, 2008, on the structure at 148 Prince Collins Street

PROJECT SUMMARY (200 WORDS OR LESS)

A motion to discuss with possible action to rescind the condemnation order adopted November 17, 2008, on the structure located at 148 Prince Collins Street

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The structure has been removed, therefore deeming it compliant with the condemnation order

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Deon Stewart
Signature

10-19-22

Date



Category Number:
Item Number: 3.



Monday, October 24, 2022

Item Title:

Community Service Block Grant Program (CSBG)

Item Summary:

RESOLUTION: Authorizing the Parish President to sign and execute a contract with the Louisiana Workforce Commission to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	10/12/2022	Executive Summary
Resolution	10/12/2022	Resolution
Agreement	10/12/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

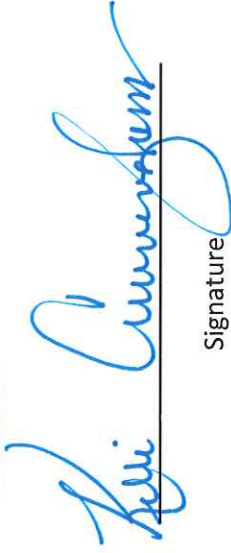
Community Services Block Grant Program (CSBG)
PROJECT SUMMARY (200 WORDS OR LESS)
A resolution to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Louisiana Workforce Commission's Community Service Block Grant Program has awarded CSBG funds to provide services to help eliminate poverty and promote self-sufficiency in Terrebonne Parish.
TOTAL EXPENDITURE
\$402,800.00
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
<input checked="" type="radio"/> ACTUAL <input type="radio"/> ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A <input type="radio"/> NO <input checked="" type="radio"/> YES <input type="radio"/> IF YES AMOUNT BUDGETED: \$402,800.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<input checked="" type="radio"/> PARISHWIDE	1	2	3	4	5	6	7	8	9
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Signature



Date

OFFERED BY:
SECONDED BY:

Resolution No.

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

WHEREAS, the Louisiana Workforce Commission's Community Services Block Grant Program has awarded \$402,800.00 in Regular CSBG Funds to Terrebonne Parish to provide services from October 01, 2022 through September 30, 2024

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the contract with the effective date of October 01, 2022.

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

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION
COMMUNITY SERVICES BLOCK GRANT
SUBAWARD GRANT AGREEMENT**

This subaward agreement (Agreement) is entered into between the Louisiana Workforce Commission, Office of Workforce Development, 1001 North 23rd Street, Post Office Box 94094, Baton Rouge, Louisiana 70804-9094, hereinafter referred to as "Grantor," and Terrebonne Parish Consolidated Government, 809 Barrow Street, Post Office Box 6097, Houma, LA 70360, hereinafter referred to as "Subrecipient," to provide services and programs in accordance with the provisions of the Community Services Block Grant Act of 1981, as amended ("CSBG").

Local Grant Subrecipient Name: Terrebonne Parish Consolidated Government
Address: 809 Barrow Street
Post Office Box 6097
Houma, LA 70360
Federal Tax ID No.: 72-6001390
DUNS#: 045774333
Contact Person: Melanie VanBuren
Title: Human Development Administrator
Telephone: (985) 219-2909
Fax: (985) 219-2921
E-mail address: mvanburen@tpcg.org

The Fiscal Agent appointed by the Local Grant Subrecipient:

Fiscal Agent: Terrebonne Parish Consolidated Government
Address: 809 Barrow Street
Post Office Box 6097
Houma, LA 70360
Federal Tax ID No.: 72-6001390
DUNS#: 045774333
Contact Person: Melanie VanBuren
Title: Human Development Administrator
Telephone: (985) 219-2909
Fax: (985) 219-2921
E-mail address: mvanburen@tpcg.org

FUNDING INFORMATION

Funding Source: U.S. Department of Health and Human Services, (ACF) and (OCS)
Federal Award Identification Number: 2201LACOSR
Federal Award Date: 10-01-2022
Total Amount of Federal Funds Obligated to Subrecipient: \$402,800
Total Amount of the Federal Award: \$17,235,391
Catalog of Federal Domestic Assistance (CFDA) Numbers and name: 93.569

Is this grant for R & D? _____ Yes _____ X No

AGREEMENT MANAGER for Grantor: Genevieve Fields

AGREEMENT TERM

This Subaward Agreement shall begin on October 1, 2022 and shall end on September 30, 2024. However, this Agreement is not effective and no payments will be made to the Subrecipient until it is signed by the Subrecipient and the Secretary of Louisiana Workforce Commission or her designee.

MAXIMUM AGREEMENT AMOUNT

In consideration of the services described in this Agreement the Grantor hereby agrees to pay the Subrecipient a maximum amount of \$402,800 for Federal Fiscal Year 2023. Of this amount, \$402,800 is Regular CSBG Funds and \$0.00 is Discretionary Funds. Discretionary funds may be awarded separately, by special application, at a later date.

SUBRECIPIENT'S TAX ID

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

CSBG ASSURANCES

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

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

improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;

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

SCOPE OF SERVICES

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

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

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

PARTICIPANT ELIGIBILITY REQUIREMENTS

Participants receiving assistance must meet CSBG income eligibility guidelines. Currently, gross income may not exceed 200% of the Federal Poverty Level (FPL) as established by the U.S. Federal Poverty Guidelines issued by the U.S. Department of Health and Human Services

(HHS) in effect at the time of application for assistance. The current FPL requirement of 200% is in effect through December 3, 2021, and may be extended thereafter by the Federal Government.

Subrecipient shall establish eligibility policies and determination procedures for CSBG funded programs and activities in which low income individuals receive a monetary benefit. Income eligibility shall be based on gross income at or below 200% of the HHS poverty guidelines. The Subrecipient shall maintain accurate documentation of the applicant eligibility determinations.

CHARGING OF FEES

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

PERFORMANCE MEASURES, PROVISIONS AND EVALUATION

▪ Performance Measures

The performance measures applicable to this Agreement shall be included in the Subrecipient's Quarterly Activity Plan/Report for the period of performance and reporting from October 1, 2022 through September 30, 2024. The Subrecipient will establish goals and objectives to be achieved through implementing program services and activities as described in the associated Quarterly Activity Plan/Report. Such goals and objectives will be measured by comparing the actual results with the established Community and/or Individual and Family National Performance Indicators (NPIs) identified by the Subrecipient. The actual number of results achieved must be between 80% - 120% of the total targeted NPIs identified on the Quarterly Activity Plan/Report. These standards will remain in effect unless other standards are approved by the Grantor.

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

▪ Evaluation

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

PAYMENT TERMS

▪ Payments

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

It is understood and agreed that if the Subrecipient fails to timely submit any reports (including audits) or repay disallowed costs required by the Grantor, the Grantor reserves the right to withhold any or all payments due to the Subrecipient until such time as the required reports are received.

- **Budget Package**

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

- **Request for Funds Procedure**

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

USE OF FUNDS

- **Allowable Costs**

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

- **Contingency Fees and Other Prohibited Fees**

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

- **Costs Requiring Prior Approval**

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

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

- **Subagreements and/or Third Party Agreements**

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

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

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

Leases for space agreements shall contain the following:

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

COMPLIANCE

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

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

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

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

▪ State CSBG Plan

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

- **Organizational Standards**

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

TRIPARTITE BOARD REQUIREMENTS

- **Applicability**

In order to be eligible to receive CSBG funds, private not-for-profit agencies must maintain a governing board which meets the tripartite board requirements as detailed in the CSBG Act, Section 676B. Each local governing authority or public agency shall establish an advisory board, with advisory powers only, which meets the requirements of La. R.S. 23:64.1(B). The Subrecipient shall submit tripartite board information to the Grantor upon request including, but not by way of limitation, a list of board members, the segment each represents, their mailing addresses, and their terms. The Subrecipient must update the Grantor when any changes to this information occur.

- **Size of Board and Term Limitation**

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

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

- **Structure of the Tripartite Board**

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

- a. one-third of the members of the board shall be elected public officials, currently holding office, or their representatives, except that if the number of such elected public officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representative may be counted in meeting this one-third requirement;

- b. not fewer than one third of the members shall be persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served, and each representative of low-income individuals and families selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member; and
- c. the remainder of the members shall be officials or members of business, industry, labor, religious organizations, law enforcement, welfare, education or other major groups and interests in the community served.

▪ **Bylaws**

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

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

▪ **Conflict of Interest**

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

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

▪ **Reimbursements to Board Members**

Board members shall not be paid a salary; however, they may be reimbursed for expenses (i.e., mileage, meals) to carry out their responsibility to assure compliance with the CSBG Agreement.

Travel expenses shall be in accordance with the approved travel policy of the Subrecipient or the Division of Administration, PPM 49 of the State of Louisiana Travel Rules and Regulations.

FISCAL SYSTEM REQUIREMENTS

▪ General Responsibilities

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

▪ Bank Account

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

▪ Accounting System

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

▪ Indirect Costs

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

▪ Cost Allocation

A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities that cannot be determined because of the interrelationship of the work involved, the costs may be allocated or transferred to benefitted projects on any reasonably documented basis.

▪ Bonding

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

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

immediately in the event of cancellation of the fidelity bond or the inability to obtain such coverage.

▪ **Closeout Procedures**

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

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

PRIOR WRITTEN APPROVAL

Subrecipient shall request prior written approval from the LWC for indirect costs in advance of the incurrence of the below items. All requests for prior written approval should include the timeframe or scope of the agreement.

Equipment: Subrecipient shall request prior approval from the LWC to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Capital expenditures for general purpose equipment, buildings, and land are unallowable, except with the prior written approval of the LWC. Equipment and other capital expenditures are unallowable as indirect costs. The purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility is unallowable pursuant to Section 678F of the CSBG Act.

Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Subrecipient must not encumber the property without prior approval of the Louisiana Workforce Commission. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

During the time that equipment is used on the project or program for which it was acquired, the Subrecipient must also make equipment available for use on other projects

or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

The Subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

When acquiring replacement equipment, the Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. However, Subrecipient must request prior approval from LWC prior to trading or selling any equipment.

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained by the Subrecipient that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every year.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Subrecipient must request disposition instructions from the LWC.

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

Compensation-Fringe Benefits (Severance Pay)

Prior written approval from the LWC is required for indirect costs of any severance pay.

Entertainment Costs

Entertainment costs, including amusement, diversion, and social activities are unallowed except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency or LWC.

Costs resulting from fines, penalties, damages, settlements

Costs resulting from Subrecipient violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the LWC.

Fund Raising Costs

Fund raising costs are generally unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable only with prior written approval from the LWC.

Insurance and Indemnification

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs.

Memberships, Subscriptions, and Professional Activity Costs

Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable only with prior written approval of the LWC.

Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable only with prior written approval of the LWC.

Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC.

Costs of membership in any country club or social or dining club or organization are unallowable.

Costs of membership in organizations whose primary purpose is lobbying are unallowable.

Organization Costs

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Subrecipient in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the LWC.

Participant Support Costs

In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of the LWC.

Rearrangement and Reconversion Costs

Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the LWC.

Costs incurred in the restoration or rehabilitation of the Subrecipient's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable with prior approval of the LWC.

CASE MANAGEMENT AND DATA COLLECTION SYSTEM REQUIREMENTS

A requirement of CSBG funding is to provide accurate, reliable and timely reporting of client, service and outcome data in order to determine and assess the positive impact these funds have on supporting low income individuals and families achieve and maintain stability, self-sufficiency and economic security.

The Louisiana Workforce Commission and the CSBG Network has selected the eLogic Genesis software system for use by all Community Action Agencies for CSBG case management, data collection and reporting requirements. This system's technical innovation, ease of use and functionality fully supports a standardized uniform statewide management and reporting system

and provides automated reporting for the Annual Report, Quarterly Activity Reports and the Organizational Standards. This system will be provided by the Grantor for Subrecipient's use for all CSBG-required reports. Two licenses per agency will be provided by Grantor. Subrecipient shall participate in periodic trainings, webinars and online learning provided by the Grantor or at the Grantor's request to correctly and effectively utilize the system. This is a web-based system. Subrecipient shall maintain the minimum technological requirements needed to operate the system, at its own costs.

REPORTS

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

▪ Monthly Expenditure Reports

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

▪ Quarterly Activity Reports

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

MAINTENANCE OF AND ACCESS TO AGREEMENT DOCUMENTS AND RECORDS

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

▪ Fiscal Records

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

▪ Participant Records

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

- **Accessibility of Records**

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

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

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

PROCUREMENT REQUIREMENTS

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

The Subrecipient may also purchase items directly from the State Agreement Bid List.

EQUIPMENT

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

- **Inventory**

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

- **Ownership**

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

▪ Disposal

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

PREVENTION OF FRAUD AND ABUSE

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

CONFLICT OF INTEREST

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

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

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

POLITICAL AND LOBBYING ACTIVITIES

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

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

c. any voter registration activity.

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

PERSONNEL AND TRAVEL POLICIES

The Subrecipient shall establish, with its board's approval, personnel and travel policies that comply with the requirements of federal and state laws and regulations and the policies of the Grantor. Travel expenses shall be in accordance with the approved travel policy of the Subrecipient. In the case of public community action agencies, travel expenses shall be in accordance with the local governing authority's approved travel policy. In the case of private, not-for-profit, community action agencies, travel expenses shall be in accordance with the travel policies established by its board and approved by the Grantor.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Subrecipient may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The current Mileage Reimbursement Rate is:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	July 1, 2021	\$0.56

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

INDEPENDENT AGENCY

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

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

INSURANCE

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

▪ Vehicles

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

▪ Workers' Compensation

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

▪ Other Insurance

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

▪ Duration of Policies

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

PROGRAM INCOME

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

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

- **Monitoring**

The Grantor shall monitor the fiscal, administrative and programmatic services and activities in accordance with Section 678B of the CSBG Act, the Uniform Administrative Requirements at 2 CFR Part 200, Subpart D, the applicable Cost Principles at 2 CFR Part 200, Subpart E, all federal and state laws, regulations and rules of the grant in the operation of programs under this Agreement.

AUDITS AND RESOLUTION OF DISALLOWED COSTS

- **Audits**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and Louisiana Workforce Commission Auditors shall have the option of auditing all accounts of the Subrecipient that relates to this Grant. Audits must be conducted in accordance with Office of Management and Budget (OMB), 2 CFR Chapter I, Chapter II, Part 200, et al., Subpart F- Audit Requirements – Single Audit, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). A copy of this audit must be submitted to the Louisiana Workforce Commission as soon as the audit has been completed so that the Louisiana Workforce Commission may take appropriate action. The audit will be kept on file for review by the Legislative Auditor's Office.

In addition, the Subrecipient and its Fiscal Agent must comply with the following requirements of R.S. 24:513 (H):

(1) All auditees and their officials and staff are hereby directed to assist the legislative auditor in his/her work and to furnish such information, reports, aid, services, and assistance as may be requested, all without any cost or charge.

(2)(a) Each auditee shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

(b) A government entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirements of this paragraph.

- **Resolution of Audits and Disallowed Costs**

The Subrecipient shall provide the Grantor with information and documentation to refute any questioned and/or disallowed costs within 30 days of the Grantor's request for information. The Grantor shall review the evidence and make a determination to allow or disallow the costs within

30 days after receiving the evidence. The Subrecipient shall be notified in writing of the determination and of the total amount to be repaid by the Subrecipient. Failure to provide the Grantor with the information requested in a timely manner may result in a suspension of funds under this Agreement.

- **Repayment of Disallowed Costs**

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

AGREEMENT AMENDMENTS

All amendments to this Agreement shall be in writing, properly signed by both the Grantor and the Subrecipient, and approved by the Secretary of Louisiana Workforce Commission or designee. No Agreement amendment shall be effective until the written amendment to the Agreement is signed by the Subrecipient and the Grantor and approved by the Secretary or designee.

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

- **Revisions**

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

DISPUTES AND APPEALS

- **Disputes**

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

- **Appeals**

In the event the Subrecipient does not agree with the determination of the Director of CSBG, a written appeal may be filed to the Secretary or designee. The appeal must be in writing, and must

be filed within fifteen (15) days after the receipt of a determination from the Director of CSBG programs. The appeal must contain specific information on the reasons for the appeal and description of the relief sought. If an appeal is requested, it will be scheduled and Subrecipient will receive a final determination in a reasonable period of time. Further, Subrecipient may be required to pay reasonable litigation expenses should it lose its appeal.

▪ **Legal Remedies—Dispute Resolution**

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

AGREEMENT TERMINATION AND FUNDING REDUCTIONS

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

▪ **Termination For Cause**

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

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

▪ **Reduction in Funding for Cause**

In reference to a funding reduction, the term "cause" includes, but not by way of limitation, statewide redistribution of funds under this subtitle to respond to the results of the most recently

available census or other appropriate data, the establishment of a new eligible entity, severe economic dislocation, or the failure of an eligible entity to comply with the terms of an agreement or the State Plan or to meet a State requirement, as described in Section 678C of the CSBG Act.

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

▪ **Termination for Convenience**

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

▪ **Hearings—Agreement Termination and Funding Reduction Appeals**

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

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

INDEMNIFICATION

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

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

AVAILABILITY OF FUNDS

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

AUDITS BY STATE

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

TAXES

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

ASSIGNMENT

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

NONDISCRIMINATION PROVISIONS

The Subrecipient agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as

amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Subrecipient assures that it will not discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age in any matter relating to employment.

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

CERTIFICATIONS

▪ Lobbying

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

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal Agreement, the make of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal Agreement, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subAgreements, Agreements under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

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

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

- a. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
 4. have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The certification or explanation will be considered in connection with the Grantor's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed with Grantor to determine that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the State Government; Grantor may terminate this transaction for cause or default.
- d. The prospective primary participant shall provide immediate written notice to Grantor, to whom this Agreement is submitted, if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Grantor.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by Grantor entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- i. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may

- j. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- k. Except for transactions authorized under subsection “f” above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available Grantor may terminate this transaction for cause or default.

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

Attachment II: Authorized Signature Sheet

LOUISIANA WORKFORCE COMMISSION

Terrebonne Parish Consolidated Government

Printed Name: _____
Title: _____



Monday, October 24, 2022

Item Title:

Agreement for Phase 2 of LA SAFE Living Mitigation - Lake Boudreaux

Item Summary:

RESOLUTION: Authorizing the Parish President to sign the appropriate agreement with Onshore Materials, LLC. to construct Phase 2 of the LA SAFE Living Mitigation terraces project north of Lake Boudreaux.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/19/2022	Executive Summary
Resolution	10/19/2022	Resolution
Memo	10/19/2022	Cover Memo
Draft Recommendation of Awards	10/19/2022	Backup Material
Bid Tabulation	10/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution authorizing the President to sign the appropriate agreement with Onshore Materials, LLC. to construct Phase 2 of the LA SAFE Living Mitigation terraces project north of Lake Boudreaux.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution authorizing the president to enter into the appropriate agreement with Onshore Materials, LLC. to construct more terraces intended to reduce the wave fetch north of the lake, capture debris, and lower the risk of flooding for residences and public buildings as well as the levee system surrounding much of this area. The agreement will be reviewed and approved by Parish Legal and the State prior to execution.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The LA SAFE program awarded \$3.6M to put terraces in place to create land again in the area above Lake Boudreaux and increased that by another \$245,000 for a second phase in another approved portion of the permitted footprint. The terraces create land in areas that were once solid land and are now open water thereby slowing the wave action during storms, and creating habitat at all times. The terraces performed well and were not damaged in Hurricane Ida. This resolution authorizes the Parish President to enter into a contract with the lowest responsive bidder recommended by the engineer of record, Fenstermaker and Associates, LLC , to construct the terraces under the construction management of Fenstermaker, and the project management of Pan American Engineers, LLC, a management consultant chosen by the State of Louisiana Office of Community Development Disaster Recovery Unit.

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

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

Chris Pulaski

Signature

10/18/2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE APPROPRIATE AGREEMENT WITH ONSHORE MATERIALS, LLC FOR CONSTRUCTION SERVICES TO IMPLEMENT THE LA SAFE LIVING MITIGATION TERRACES PROJECT NORTH OF LAKE BOUDREAUX.

WHEREAS, The LA SAFE program has awarded \$3,845,000 by the State of Louisiana Office of Community Development Disaster Recovery Unit after a public process and voting that selected this project as a priority for Terrebonne Parish; AND

WHEREAS, the project Phase 2 is intended to create more land again in the area above Lake Boudreaux protecting residences and Parish assets; and

WHEREAS, after a formal procurement process was followed requesting and reviewing proposals to construct the terraces, Onshore Materials, LLC has been recommended by the engineer of record, Fenstermaker and Associates, LLC, as the lowest responsive and responsible bidder of three (3) bids (form attached); and

WHEREAS; the recommendation has been made by the engineer of record through the Parish President and the process requires a resolution authorizing the Parish President to enter into a contract with the firm to negotiate a reduction in scope and price to meet the funding available and to perform necessary construction services;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to enter into the appropriate agreement with Onshore Materials, LLC to provide the needed construction services for the project referenced above.

October 18, 2022

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item Oct 24th and 26th, 2022

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into the appropriate agreement between Terrebonne Parish Consolidated Government and **Onshore Materials, LLC** to construct the LA SAFE Living Mitigation terraces Phase 2 project above Lake Boudreaux. The attached letter explains the recommendation of the engineer and the details of the procurement.

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



October 14, 2022

Gordon Dove
Terrebonne Parish President
8026 Main Street, Suite 700
Houma, LA 70360

Subject: Lake Boudreaux Living Mitigation Phase II
Project #: 55NSAF6601-NDR
Recommendation of Award

President Dove:

Three (3) bids were received on October 6, 2022, for the subject project and were opened and read aloud at the official Bid Opening at 2:00 pm. Wilson Coastal Development LLC was the apparent low bidder at \$956,914.43. However, Wilson Coastal Development LLC did not submit a signature authority as required by Louisiana state bid law. The second apparent low bidder was Onshore Materials LLC at \$1,056,540.00. Fenstermaker has verified that Onshore Materials LLC submitted all documentation required by Louisiana state bid law. Onshore Materials LLC is registered and in good standing on SAM.gov (UEI #C59ZJKGPTMA7) and has the required Louisiana State Contractor's Licensure (#48869). Based on our review of the bids, we recommend the award of the project to Onshore Materials LLC located at 127 Lincoln Ln. Thibodaux, LA 70301, unless you have a reason to object. This recommendation is contingent upon review by Terrebonne Parish.

If you have any questions or require any further information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Zappala".

Attachments:
Certified Bid Tabulation
Award Letter to Contractor

BID TABULATION SHEET

Bid Date: 10/6/2022

Project Name: Lake Boudreaux Living Mitigation Phase II

Designer: Daniel Dehon

Owner: Terrebonne Parish Consolidated Government

Project No.
2202165.00C

Project Manager:
Nicholas Gaspard

BIDDER	Lic.No.	Addenda	Bond	Sig. Auth	Base Bid	Alt.No.1	Alt.No.2	Alt.No.3	Remarks
Marsh Buggies Inc.	23001	✓	✓	✓	1,188,962.00	181,907.00	193,086.00		
Onshore Materials LLC.	48869	✓	✓	✓	1,056,540.00	274,010.00	287,320.00		
Wilson Coastal Development LLC.	73168	✓	✓		956,914.43	112,904.00	119,932.00		No Sig. Auth.

A TRUE COPY

Signed: [Signature] Date: 10-13-22 Signed: [Signature] Date: 10/13/22
Designer

Designer's Estimate (Base Bid) \$ 738,400 Construction Time 200 (days) Liquidated Damages \$1500.00 per day

BID RECOMMENDATIONS:

USER: ☐ Reject ☐ Award: ☐ Base Bid ☐ Alt #1 ☐ Alt #2 ☐ Alt #3 ☐ Letter attached dated: _____
 DESIGNER: ☐ Reject ☒ Award: ☒ Base Bid ☐ Alt #1 ☐ Alt #2 ☐ Alt #3 ☒ Letter attached dated: 10/13/22
 PROJECT MGR: ☐ Reject ☒ Award: ☒ Base Bid ☐ Alt #1 ☐ Alt #2 ☐ Alt #3 ☒ Low Bid Amount Verified

Signed: [Signature] Date: 10-13-22

COMMENTS: Wilson Coastal Development did not submit signature authority.

Senior Manager/Assist. Director

Date: _____

