
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

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

September 12, 2022
5:40 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. 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. **RESOLUTION:** Authorizing the Parish President to sign the Weatherization Assistance Program contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.
2. **RESOLUTION:** Loaning HOME Investment Partnerships Program funds to Start Corporation in an amount not to exceed \$236,000.00 for the permanent financing of an affordable single-family home located at 102 Plant Road, Houma, Louisiana.
3. **RESOLUTION:** Giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of

Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a public hearing on said matter on Wednesday, October 26, 2022 at 6:30 p.m.

4. **RESOLUTION:** Giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana; Renee Bolden, applicant; and calling a public hearing on said matter on Wednesday, October 26, 2022 at 6:30 p.m.
5. Adjourn

Category Number:
Item Number:



Monday, September 12, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, September 12, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, September 12, 2022

Item Title:

Weatherization Assistance Program Contract 2022-2023

Item Summary:

RESOLUTION: Authorizing the Parish President to sign the Weatherization Assistance Program contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Contract	9/7/2022	Backup Material




EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)


PROJECT TITLE
Weatherization Assistance Program Contract 2022-2023
PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the Parish President to sign the Weatherization Assistance Program Contract between Louisiana Housing Corporation (LHC) and Terrebonne Parish Consolidated Government.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To enable Terrebonne Parish Consolidated Government to use Weatherization Assistance Program funds to assist low-income residents of Terrebonne Parish to weatherize their homes to make them more energy efficient.
TOTAL EXPENDITURE
\$246,963.00
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED: \$246,963.00

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



Signature



Date

Resolution No.

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

WHEREAS, the contract amount of \$246,963.00 is available to the Terrebonne Parish Consolidated Government for a period of July 1, 2022 through June 30, 2023.

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 Weatherization Assistance Program Contract.

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



Louisiana Housing Corporation

August 31, 2022

Mr. Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government Dept. of Housing and Human Services
4800 Hwy 311
Houma, LA 70360

RE: Weatherization Assistance Program Agreement
Program Year 2022-2023

Dear Mr. Dove:

Enclosed are two (2) original Weatherization Assistance Program (WAP) Agreements between the Louisiana Housing Corporation and your agency, for program year 2022-2023. To expedite the process each has been signed by the LHC Executive Director of the Corporation. The two originals must be signed and dated, in blue ink, by your duly authorized representative. Please retain one original and return one copy to the LHC.

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

Per Section 11.8.1 of this Agreement, a Certificate of Insurance reflecting proof of required coverage must be received and approved by the Agency before work commences and upon any contract renewal. A copy of your current Cost Allocation Plan is also required at the beginning of each program year.

Any changes to any Attachment A (Allocation Charts) or Attachment B (Production Schedule) of the contract must be submitted to the Louisiana Housing Corporation for an approved amendment to the contract. This includes budget revisions, production schedule changes, and changes to Parish budgeted units.

We look forward to our partnership this year to further energy efficiency in Louisiana. Should you have any questions, please feel free to contact me at (225) 754-1452.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lauren Holmes".

Lauren Holmes
Housing Deputy Administrator

Enclosures: WAP Agreement

WEATHERIZATION ASSISTANCE PROGRAM (WAP) SUBAWARD AGREEMENT
Between
LOUISIANA HOUSING CORPORATION
And
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THIS SUBAWARD AGREEMENT (the “Agreement”) dated and effective as of July 1, 2022 (“Effective Date”) between the LOUISIANA HOUSING CORPORATION (the “Corporation” or “LHC”), a public body corporate and politic of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and **Terrebonne Parish Consolidated Government** (the “Subrecipient”) with its principal place of business at **809 Barrow St. Houma, LA 70360**

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

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

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

ARTICLE 1 – Definitions

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

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

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

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

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

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

Day: Calendar day.

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

DOE: Department of Energy

Effective Date: As of July 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 Purpose of Agreement

This Agreement facilitates the expenditures of the Weatherization Assistance Program ("WAP") funds made available through the United States Department of Energy ("DOE"), under Title IV of the Energy Conservation and Production Act, as amended through P.L. 116-260, P.L. 115-325 and the Department of Health and Human Services ("DHHS"), Low Income Home Energy Assistance Act of 1981, as amended, 45 CFR 96, LIHEAP Statute. All grant awards made under this program must comply with any applicable Federal and State laws and regulations including but not limited to the WAP regulations contained in 10 CFR Part 440, 2 CFR Part 200, and other policies and procedures as DOE may prescribe for the administration of financial assistance.

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

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

2.2 Statement of Work.

Attachment A (Allocation Charts) is hereto attached and incorporated herein and is intended to clarify the services to be provided by the Subrecipient under this agreement. All work is to be performed in Louisiana. The following services shall be provided under this Agreement: outreach activities, intake of applications, determining household and unit eligibility, energy conservation education, installing the most cost effective weatherization materials as determined by the energy audit tools approved by DOE for the LA WAP, which currently is the National Energy Audit Tool (NEAT) for site-built single-family homes and the Manufactured Home Energy Audit (MHEA) for mobile homes, and adhering to all reporting requirements. Allocation charts are to include: 1) funding for the 2022 Department of Health and Human Services (DHHS) Only WAP, 2) the 2022 Department of Energy (DOE) WAP; and 3) the 2022 DHHS Supplemental Allocation.

Subrecipient shall install materials in accordance with approved Louisiana Weatherization Field Guides, DOE's Standard Work Specifications, Louisiana Weatherization Health and Safety Plan, and manufacturer specifications and warranties. Subrecipient shall warrant all workmanship relative to this Program Agreement for a period of one year from the date of service. (The "date of service" shall be the date the work was completed.)

2.3 Performance Standards.

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

- A. **Active Energy Conservation Education.** Subrecipient shall require applicants to receive active, participatory energy conservation education, such as viewing a presentation or video, prior to receiving weatherization assistance. The education component of WAP provides an opportunity to promote the most efficient use of energy. The practice of simply handing out a pamphlet or brochure does not fulfill the energy conservation education requirement.
- B. **Electronic Storage of Applicant Data.** Subrecipient shall utilize the Hancock Energy Software (HES) to store applicant data electronically. At a minimum, stored applicant data shall provide for a means of ensuring a dwelling unit has not been previously weatherized within the past 15 years and to determine if the unit is eligible for re-weatherization. The HES system shall allow for tracking by dwelling address, applicant name, and social security number. Prior to the HES modification in 2009, agency shall consult its available historical records or conduct a visual inspection for evidence of prior weatherization services. NEAT and MHEA unit audit database (Microsoft Access File) must be securely backed up monthly.
- C. **Minimum Computer Requirements.** The following table lists the minimum requirements that Subrecipients shall have in order to successfully submit payment requests electronically to LHC. LHC has developed a process whereby Subrecipients can submit requests for payment electronically. In addition to expediting the payment process, electronic processing will reduce the occurrence of errors and will allow for easy tracking of payments.

Computer Operating System	Windows 10
Computer Resources	
Processor Speed	2 GHz or faster
Memory Speed	2 GB or greater of RAM
Hard Drive	100 GB or more
Internet Connection Method	DSL OR Cable Modem 10 MHz or faster download and 5 MHz or faster upload
Internet Browser Version	MS Internet Explorer version 10x. or newer version / Google Chrome
Software	MS Office version 2010 or newer
Hardware	Laser Printer
Staff	One year experience or training in using a computer to create documents and MS Office and Adobe Acrobat

D. Standard Work Specifications. The Department of Energy has instituted a Quality Work Plan (QWP) to establish benchmarks for energy efficiency retrofits in the Weatherization Assistance Program. The QWP defines specifications for work quality, workforce training and the qualifications required for individuals performing inspections of WAP work. All tasks performed on weatherized homes must meet the specifications, objectives and desired outcomes outlined in the approved Louisiana Weatherization Field Guides, Standard Work Specifications (SWS) for Home Energy Upgrades for Single Family, Multifamily and/or Manufactured Homes, as prescribed in the Weatherization Program Notice 22-4, dated December 13, 2021, and the Louisiana Weatherization Health and Safety Plan, as prescribed in the Weatherization Program Notice 22-7, dated December 15, 2021.

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

All quality control inspections must be conducted by an independent Building Performance Institute (BPI) Certified Quality Control Inspector, as prescribed in the Weatherization Program Notice 22-4 and the Louisiana State Plan.

2.4 Performance Measures.

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

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

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

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

2.4.2 LHC may review each Subrecipient's weatherization completions and expenditures for which funding is provided to the Subrecipient under the contractual agreement. If Subrecipient's expenditures for production and/or unit production levels fall substantially below the anticipated production or the schedule of production contained in the Subrecipient agreement or proposal, and if Subrecipient has not addressed

the shortfalls with LHC and developed a plan to bring its performance up to standard, LHC may decrease Subrecipient's funds and reallocate its funding.

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

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

2.4.4. Monthly Cost Reports

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

By the seventh (7th) day of the subsequent month (or next business day following the 7th day), the Subrecipient shall submit the appropriate invoices and supporting data to LHC. The Hancock Energy Software (HES) system will automatically lock and restrict any changes to invoices submitted for payment by close of business on the 14th day of each month. LHC shall then process the requests for payment and transfer the necessary funds into the Subrecipient's bank account.

Objective: Ensure the proper expenditure of funds.

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

2.4.5 Monthly Desk Reviews

Expectation: LHC shall conduct monthly desk reviews of Subrecipient using information in the HES database, NEATMHEA reports, QCI final inspection forms, and reports of the Subrecipients.

Objective: Ensure the production of Weatherization services under WAP.

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

2.4.6 LHC's Quarterly Monitoring of Production Schedule

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

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

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

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

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

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

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

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

2.4.7 Second Quarter Failure to Produce or Failure to Perform

Expectation: LHC shall provide management and oversight to the entire system of service delivery, ensuring the proper management of WAP and success of statewide production performance, in keeping with the approved State Plan. Toward this end, LHC will prepare a Draft Plan to Redistribute Units of any **Subrecipient** who has not met the performance expectations of a completion of forty percent (40%) of the total units for the program year by the end of the second quarter.

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

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

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

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

2.4.8 Quality Assurance – Field Monitoring

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

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

All quality control inspections must be conducted by a BPI Certified Quality Control Inspector (QCI), as prescribed in the Weatherization Program Notice 22-4 dated December 13, 2021 and the Louisiana State Plan.

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

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

2.4.9 Quality Assurance – Fiscal Controls

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

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

Subrecipient shall ensure proper management and oversight of Subrecipient's financial progress and proper administration of WAP as required by 2 CFR Part 200 as amended by 2 CFR Part 910 and all applicable federal, state, and local laws, rules, regulations, guidelines and this Agreement. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.

Subrecipient shall require Subcontractors to submit itemized invoices, which separate the cost of materials from the cost associated with labor. Receipts and documentation to support costs shall be retained in the files. All project costs must be allowable, allocable, and reasonable. Any indirect costs of the Subrecipient must be allowable and otherwise comply with the terms of this agreement and 2 CFR 200 as amended by 2 CFR, Part 910.

Subrecipient must have written contracts with all subcontractors performing weatherization services. Subrecipient must review and negotiate program costs and expenses with all subcontractors prior to execution of contracts. Subrecipient must obtain a minimum of a 2-year retention agreement with any subcontractor who receives BPI training paid for with federal weatherization funds (subject to termination of the subcontractor contract).

Objective: Ensure the established fiscal standards are being followed.

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

2.4.10 Training and Technical Assistance

A. Training Assessments

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

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

Measure/Deliverable: Training matrix prepared for each Subrecipient.

B. Training

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

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

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

ARTICLE 3 – TERM OF AGREEMENT

3.1 Initial Term. Subject to Article 13, the Agreement shall have a term that commences on the Effective Date and expires at 11:59 pm Central Standard Time on June 30, 2023.

3.2 Extension. The Term may be extended by mutual agreement of the parties, on an annual basis, for the life of the Department of Energy Grant (the “Extension”). No extension shall be granted beyond June 30, 2025, which is the end date of the current Department of Energy Grant. Except where specifically indicated otherwise, reference to the Term shall include any Extension.

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

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

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

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

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

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

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

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

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

- B. Procedure for Withdrawal.** The Corporation shall withdraw a Program by notifying the Subrecipient of the Corporation's decision to withdraw such Program and the reasons for withdrawal; and, the withdrawal shall be effective immediately, unless the Corporation provides otherwise. The Subrecipient shall, within seven (7) days following notice, unless sooner or otherwise specified by the Corporation, transmit all records relating to such Program to the Corporation, or to an entity or person identified by the Corporation, and shall cooperate with the Corporation to effect an efficient and smooth transition of responsibility with respect to such Program. Alternatively, at the Corporation's discretion, staff acting for the Corporation may, upon providing forty-eight (48) hours' notice, enter upon Subrecipient's place of business during business hours to retrieve the Records.
- C. Payment to Subrecipient upon Withdrawal.** The Subrecipient will be paid fees associated with the Services rendered to the point that the Program was withdrawn, in accordance with Article 8 (Terms of Payment).

ARTICLE 5 – THE SUBRECIPIENT'S DUTIES

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

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

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

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

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

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

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

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

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

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

Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0009905."

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

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government"

Subrecipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

5.5 Ethics

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

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

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

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

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

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

5.7 Vehicles and Equipment. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The Subrecipient cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property. Any equipment acquired using DOE or DHHS funds must be used in the Weatherization Assistance Program for as long as it is needed, whether or not the program continues to be supported. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

All vehicles and equipment must be maintained using an inventory and control system as specified in 2 CFR 200.313(d). When equipment acquired with Federal funds is no longer needed, the Subrecipient must obtain disposition instructions from LHC and DOE (if applicable).

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

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

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

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

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

5.11 Louisiana Historic Preservation Programmatic Agreement (PA).

5.11.1 Historic Preservation. Subrecipient is required to comply with Section 106 of the National Historic Preservation Act (NHPA) prior to use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, Subrecipients must adhere to all the Stipulations in the Louisiana DOE-executed Programmatic Agreement (PA). The Subrecipient must contact the State Preservation Officer (SHPO), and if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 Review outlined in 36 CFR Part 800.

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

In addition to the Stipulations in their PAs, Subrecipients must notify LHC (who will notify EERE) whenever:

- Either the Subrecipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

LHC will consider the Subrecipient in compliance with Section 106 of the NHPA only after the Subrecipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Subrecipient that it does not object to its Section 106 finding or determination. Subrecipients are required to report how many Section 106 reviews were required on a monthly basis to LHC.

5.11.2 NEPA Requirements. DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Subrecipients may use the "Allowable Activities" listed in the **Attachment G - Weatherization Assistance Program NEPA Determination** which are categorically excluded and require no further NEPA review, when the Subrecipient demonstrates the activities are compliant with the restrictions of the "Allowable Activities". The Subrecipient may use funds for the

“Allowable Activities” listed in the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2022) subject to the following Conditions, “Activities Not Listed As Allowable Activities”, and the restrictions listed in Attachment G.

A. Conditions

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Subrecipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from LHC and DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
4. The Subrecipient must identify and promptly notify LHC of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
5. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
6. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
7. Subrecipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting LHC with any questions.
8. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

B. Activities Not Listed As “Allowable Activities”

If the Subrecipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment G, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the LHC and DOE Contracting Officer provides written authorization for those activities. Should the Subrecipient elect to undertake activities prior to written authorization from LHC, the Subrecipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

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

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

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

5.15 Reporting Requirements.

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

5.15.2 Dissemination of Scientific and Technical Information. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system (<https://www.osti.gov/mlink/logon.jsp>). STI submitted under this Award will be disseminated via DOE's [OSTI.gov](https://www.osti.gov) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website (<https://www.osti.gov/pages/>).

5.15.3 Restrictions. Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

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

5.17 Intellectual Property Provisions and Contact Information.

5.17.1 The Corporation shall own all rights, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Subrecipient during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Approved Services ("Work Product"). All Work Product is work made for hire to the extent allowed by law and, in addition, Subrecipient hereby makes all assignments necessary to accomplish the foregoing ownership. Subrecipient shall assist Corporation to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Subrecipient hereby irrevocably designates and appoints

Corporation as its agents and attorneys-in-fact, coupled with an interest, to act for and on Subrecipient's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Subrecipient and all other creators or owners of the applicable Work Product. Subrecipient represents and warrants that all Work Product created for Corporation under this Agreement is original and does not infringe on the rights of any third party. Subrecipient further agrees to indemnify and hold harmless Corporation against any damages or losses related to any claims of intellectual property infringement by the Work Product. The parties also acknowledge and agree that the Department of Energy reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) the copyright in the Work Product; and (ii) any rights of copyright to which Corporation, Subrecipient or a subcontractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The provisions of 35 USC 202-204 and 37 CFR 401 regarding the ownership of Patents, Trademarks, and Copyrights and 15 USC 63 known as the Federal Technology Transfer Act apply to this agreement. This provision shall survive the expiration or termination of this Agreement.

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

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

5.19 Domestic Preference – Infrastructure Projects. As appropriate and to the extent consistent with law, the Subrecipients must ensure and document that, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; lumber; and drywall) used in the project(s) under this agreement must be produced in the United States. This provision shall flow to contracts, subcontracts and purchase orders for work performed under this agreement.

ARTICLE 6 – THE SUBRECIPIENT'S CONTRACTS WITH SUBCONTRACTORS

6.1 Subcontractor Notification.

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

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

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

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

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

6.3.2 Have within a three (3) year period preceding the subcontract been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – DUTIES OF THE CORPORATION

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

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

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

ARTICLE 8 – TERMS OF PAYMENT

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

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

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

Cash will be replenished during the regular monthly invoicing process as reimbursements of expenses are paid. Subrecipient may request an advance for the first month of each program year and each month thereafter until May of the end date of the program year. No advance will be allowed in the last month of the program year.

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

8.4 Withdraws. In the event the Corporation withdraws a Program due to the Subrecipient's failure to perform in accordance with the Agreement, or in the event that the Subrecipient terminates the Agreement in accordance with Section 13.3.2 (Right of a Public Entity Subrecipient to Terminate for Convenience), the Subrecipient will be paid at the point of withdrawal an amount the Corporation determines is equal to the value of the Services performed by the Subrecipient with respect to such Program based on the Fees set forth in the **Attachment A (Allocation Charts)**. In the event the Corporation withdraws a Project for any reason set forth in Section 4.3., other than for the reasons specified in Section 13.1, the Corporation shall pay the Subrecipient for its services an amount equal to the value of the Services performed by the Subrecipient with respect to such Program based on the Fees set forth in the **Attachment A (Allocation Charts)**. The aforesaid payments and reimbursement are paid subject to the Corporation's right of set-off or recoupment. Payment to the Subrecipient will be withheld until all records pertaining to the subject Program are returned to the Corporation.

8.5 Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance, 2 C.F.R. Part 200; (ii) the Program Year 2022 Weatherization Grant Guidance, WPN 22-1; (iii) Title IV of the Energy Conservation and Production Act, as amended (42 U.S.C. § et seq.) and (iv) Low Income Home Energy Assistance Act of 1981, as amended, 45 CFR 96, LIHEAP Statute, regulations and guidelines; and (v) the State Plan. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Corporation if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

ARTICLE 9 – INDEMNIFICATION

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

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

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

ARTICLE 10 – REPRESENTATIONS AND COVENANTS

10.1 The Corporation represents as follows:

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

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

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

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

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

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

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

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

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

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

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

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

10.2.7.2 Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public

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

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

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

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

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

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

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

ARTICLE 11 – INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

11.4.2 General Liability and Automobile Liability Coverages

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

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

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

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

11.5 All Coverage.

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

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

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

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

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

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

11.8.1 Verification of Coverage. Subrecipient shall furnish the 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 thereafter.

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

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

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

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

11.10.1 Subrecipients are encouraged to utilize insurance to cover expenses related to employee or contractor negligence, warranty issues or other expenses related to completed units weatherized.

ARTICLE 12 – CONFIDENTIALITY, BOOKS, RECORDS AND SUBRECIPIENT OVERSIGHT

12.1 Recordkeeping and Reporting Requirements.

12.1.1 General.

- A. Maintenance of Substantiating Documentation.** At all times during the Term of the Agreement and for 6 years following Expiration or Termination, the Subrecipient shall maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subrecipient, and all photocopies or reproductions thereof, relevant to the Subrecipient's performance under the Agreement (all of which shall collectively constitute the "Records"). The Subrecipient shall require its Subcontractors to maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subcontractor, and all photocopies or reproductions thereof, relevant to Subcontractor's performance of the requirements of the Agreement. The Subrecipient shall maintain at its principal places of business, or a convenient, secure location off-site, the final

reports or other final work product and Records prepared by the Subrecipient and its Subcontractors. All Records stored off-site shall be available to the Corporation upon 48 hours' notice to the Subrecipient. All Records collected or prepared by the Subrecipient or Subcontractors, or related to the Subrecipient's performance under the Agreement shall be the property of the Corporation and shall not, in any manner, be construed to be the property of the Subrecipient.

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

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

12.1.3 Retention of Records. Retention and disposition of Records shall be governed by Section 12.1.1 and 13.4.3.

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

- A. **Access to Books and Records.** At all times during the Term of the Agreement and at all times during the six (6) year period following the Expiration or Termination of the Agreement, the Corporation and its duly authorized agents, representatives, employees, or other government entity may, upon forty-eight (48) hours' notice, enter upon the Subrecipient's place of business and, during business hours, inspect, audit, and copy: (i) any Records held by the Subrecipient relevant to Subrecipient's performance under the Agreement; and (ii) any Records held by the Subcontractor relevant to Subrecipient's performance under the Agreement. Subrecipient shall not require unreasonable prior notice or otherwise limit the access of the Corporation or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records held by Subrecipient or any Subcontractors. Subrecipient shall also make available to the Corporation the appropriate staff for purposes of conducting a Records review or for other reasonable purposes. The records maintained by Subrecipients and their subcontractors are subject to The Freedom of Information Act, 5 USC 552, and state public records provisions.
- B. **Subcontracting and Books and Records Access.** Subrecipient agrees to include in subcontracts under the Agreement a clause to the effect that the Corporation or its duly authorized agents, representatives or employees, or other government entity may, until six years after final payment under the subcontract, at such reasonable times as the Corporation may determine, inspect, audit and copy any of Subcontractor's Records relevant to their performance related to the Agreement. Such clause shall provide that Subcontractor may require up to 48 hours' notice and will not otherwise limit the access of the Corporation or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records of the Subcontractor.
- C. **Period of Examination.** The periods of access and examination in subsections (a) and (b) above for Records relating to (1) litigation or settlement of claims arising from the performance

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

- D. Record Retention and Access.** Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for the longer of a period of six (6) years following the date that Corporation makes the last payment to Subrecipient under this Agreement, the periods provided for under 2 CFR 200.333 through 337, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.

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

12.1.6 Minimum Privacy Protections Regarding Applicant Information

- A. Louisiana and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
- i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the State of Louisiana or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, Louisiana and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, Louisiana or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

12.2 Audit Requirements

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

If Subrecipient expends \$750,000 or more in federal funds annually, Subrecipient is required to obtain a single or program-specific audit. Subrecipient shall inform the Corporation within thirty (30) days after the end of Subrecipient's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Subrecipient shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in 2 CFR 200 subpart F, issued December 26, 2013, Audit Requirements, and any other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

13.1.9 An Anticipatory Breach has occurred under the Agreement.

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

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

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

13.3 Termination for Convenience.

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

13.3.2 Right of a Public Entity Subrecipient to Terminate for Convenience. If the Subrecipient is a public entity, then the Subrecipient may, at its option and at any time in accordance with applicable law, terminate this Agreement regardless of whether the Corporation is in default in the performance of any of its obligations under this Agreement, if such Termination is in the best interests of the Subrecipient. In the

event the public entity Subrecipient terminates this Agreement for convenience, the Corporation shall pay the Subrecipient for its Services based on the Fees set forth in the **Attachment A (Allocation Charts)**.

13.4 Procedures for Termination.

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

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

13.4.3 Books and Records. Upon the Expiration or upon receipt of notice of Termination of the Agreement, Subrecipient, as directed by the Corporation, either will immediately deliver all Records to the control of the Corporation or the Corporation's authorized agent at Subrecipient's sole expense or will hold the Records for up to a six (6) year period. During this period, Subrecipient shall continue to maintain Records relevant to its performance under the Agreement at its principal place of business, or a convenient, secure location off-site, which shall be accessible to the Corporation upon 48 hours' notice to the Subrecipient. Corporation shall have the right to enter upon Subrecipient's place of business or off-site location to take physical possession and control of the Records, and the Corporation may restrain any breach of the provisions of this Section 13.4.3 by injunction. Subrecipient may, at its own expense, make and maintain copies of the Records for its files for the period up to six (6) years following Expiration or Termination of the Agreement, subject to Subrecipient's obligation to maintain the confidentiality of all Nonpublic Information in such materials in accordance with Federal and state law, as well as federal and state regulations. In all events, Subrecipient shall at the end of the six (6) year period following Expiration or Termination of the Agreement deliver the Records to the Corporation or the Corporation's authorized agent at Subrecipient's sole expense, unless it has previously done so at the Corporation's request. Subrecipient expressly waives all right to any statutory or possessory lien on the Records. Subrecipient may request the Corporation to return to Subrecipient copies of any Records that have been previously delivered to the Corporation under this section and have not been destroyed, for a limited period of time, as necessary for Subrecipient to satisfy state law audit and other governmental requirements. Subrecipient's request shall identify the Records and the governmental requirement for which the Records are sought.

13.4.4 Vehicles and Equipment. Upon the Expiration or upon receipt of notice of Termination of the Agreement, Subrecipient, as directed by the Corporation, either will immediately deliver all Vehicles and Equipment purchased with DOE or DHHS funds to the control of the Corporation or the Corporation's authorized agent at the Subrecipient's sole expense or transfer the titles as requested by the Corporation. The Corporation may seek to address any breach of the provisions of this Section 13.4.4 by injunction or any other legal means.

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

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

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

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

ARTICLE 14 – MISCELLANEOUS PROVISIONS

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

14.2 Public Law 103-227, Part C. Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

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

14.2.2 If to Corporation, to:

**Louisiana Housing Corporation
Energy Assistance Division
2415 Quail Drive
Baton Rouge, Louisiana 70808**

14.2.3 If to Subrecipient to:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
809 BARROW ST.
HOUMA, LA**

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

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

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

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

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

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

14.5 Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182, and the applicable regulations set forth in 10 C.F.R. Part 607, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.21 Federal Financial Accountability and Transparency Act of 2006 (“FFATA”) Reporting Requirements. FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$30,000 or greater. The Subrecipient, as a sub-recipient, must provide any information needed pursuant to these requirements.

14.21.1 System for Award Management (SAM) – The Subrecipient agrees to register in the System for Award Management (“SAM”) which is the primary registrant database for the U.S. Federal Government. The Subrecipient further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, more frequently if required by changes in its information or another award term, and maintain its status in the SAM throughout the Term of this Agreement. Information regarding the process to register in SAM can be obtained at <https://sam.gov/content/entity-registration>.

14.21.2 Unique Entity Identifier (UEI) – The UEI is a 12-character, alpha-numeric identifier. SAM automatically assigns a UEI to all active SAM.gov registered entities. In order to receive a subaward, the Subrecipient must provide its UEI number to LHC and will not receive a subaward unless provided.

14.21.3 Executive Compensation – The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. However, if the Subrecipient certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange Commission, this data is not required to be submitted into the SAM under FFATA. However, the Subrecipients will still be required to register and submit the other data requested.

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

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

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

14.25 Required Contract Provisions. Attachment D (Other Contract Provisions) is hereby incorporated by reference in this agreement and applies to the Subrecipient and any subcontractors.

IN WITNESS WHEREOF, each party has caused this instrument to be signed on its behalf by its duly authorized agent.

**SUBRECIPIENT:
TERREBONNE CONSOLIDATED
GOVERNMENT**

CORPORATION:

LOUISIANA HOUSING CORPORATION

Signature of Duly Authorized Representative



Joshua G. Hollins
LHC Executive Director

Print Name of Signatory

Print Title

SIGNED AT _____, LOUISIANA

SIGNED AT BATON ROUGE, LOUISIANA

THIS _____ DAY OF _____, 2022

THIS ____ DAY OF _____, 2022

SUBAWARD AGREEMENT

List of Attachments

<u>Attachment A</u>	Allocation Charts
<u>Attachment B</u>	WAP Production Schedule
<u>Attachment C</u>	Subaward Data
<u>Attachment D</u>	Required Contract Provisions
<u>Attachment E</u>	Certification Regarding Lobbying
<u>Attachment F</u>	Federal Assistance Reporting Checklist, Appendix A
<u>Attachment G</u>	Weatherization Assistance Program NEPA Determination

Attachment A

Allocation Charts

Weatherization Assistance Program

[illegible]

Attachment A

Weatherization Assistance Program

2022 DHHS ONLY Allocation
Expires 6/30/2023

Agency	Parish	Administration	Client Education	Program Operations	Health & Safety	Weatherization Readiness	Liability Insurance	Incidental Repairs	Total	Budgeted Units
Terrebonne CG	Terrebonne	\$ 10,884	\$ 4,464	\$ 124,440	\$ 22,895	\$ 27,689	\$ 2,500	\$ 5,950	\$ 198,822	17
			Program Ops A	Program Ops B						
			\$ 111,996	\$ 12,444						

Attachment A
Weatherization Assistance Program
2022 DHHS Supplemental Allocation
for use in conjunction with DOE Units
Expires 6/30/2023

Agency	Parish	Incidental Repairs	Budgeted Units
Terrebonne CG	Terrebonne	\$1,050	3

Attachment B

WAP Production Schedules

Attachment B

PY2022 WAP PRODUCTION SCHEDULE

7/1/2022 – 6/30/2023

Agency Name: _____

Month	DHHS/WAP	DOE	Total DOE +DHHS
	Contracted	Contracted	Contracted
July			
August			
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			
Program Totals			

Executive Director Signature

Date

Attachment C

Subaward Data

(i)	Subrecipient Name	Terrebonne Consolidated Government
(ii)	Subrecipient Unique Entity Identifier:	X6CFK7JK1NT3
(iii)	Federal Award Identification Number (FAIN):	DOE # DE-EE0009905 DHHS CAN # 2022,G992201,ACF
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS-November 1, 2021 & April 20, 2022 DOE-June 27, 2022
(v)	Subaward Period of Performance Start Date:	July 1, 2022
	Subaward Period of Performance End Date:	June 30, 2023
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS- \$199,872.00 DOE- \$47,091.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS- \$199,872.00 DOE- \$47,091.00
(ix)	Federal Award Project Description:	Funds allocated to Subrecipient to weatherize homes
(x)	Name of Federal Awarding Agency:	Department of Energy; Department of Health & Human Services
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden, CO 80401 HHS, Administration For Children and Families Office of Community Services, Division of Energy Assistance Mary E. Switzer Building, 5 th Floor West 330 C. Street, SW Washington, D.C. 20201
	Contact Information for LHC Authorizing Official:	Joshua G. Hollins

		LHC Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for LHC Project Director:	Lauren Holmes Program Administrator 11637 Industriplex Blvd. Baton Rouge, LA 70809
(xi)	CFDA Number and Name:	#81.042 Weatherization Assistance to Low Income Persons #93.568 Low-Income Home Energy Assistance Program
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 2 CFR 200.414 as amended by 2 CFR Part 910

Attachment D

Required Contract Provisions

(Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where subrecipients/subcontractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, subrecipients/subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, subrecipients/subcontractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each subrecipient/subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Pursuant to 40 U.S.C. 3702 of the Act, each subrecipient/subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the

worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- E. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- F. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Subrecipients/subcontractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- I. See §75.331 Procurement of recovered materials.

Attachment E

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Subrecipient/Subcontractor

By: _____

Name:

Title:

Entity Name:

Date: _____

Attachment F

Federal Assistance Reporting Checklist

Appendix A

Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain EERE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for up to five years after the data is produced ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data as set forth in the IP clause set of the award agreement.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to EERE, the recipient should review the award agreement. In most EERE awards, the recipient should not deliver any limited rights data to EERE if the recipient wants to protect the Limited Rights Data. If the EERE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to EERE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identity theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Attachment G

Weatherization Assistance Program NEPA Determination

**U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION**



RECIPIENT: Weatherization Assistance Program Grantees with a Historical Preservation Programmatic Agreement*

STATE: Mult

PROJECT TITLE : Weatherization Assistance Program (WAP) Fiscal Year 2022 Formula Awards

Funding Opportunity Announcement Number **Procurement Instrument Number** **NEPA Control Number** **CID Number**
WAP-ALRD-2022 WAP-ALRD-2022A GFO-WAP-2022A

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- A9 Information gathering, analysis, and dissemination** Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
- A11 Technical advice and assistance to organizations** Technical advice and planning assistance to international, national, state, and local organizations.
- B1.16 Asbestos removal** Removal of asbestos-containing materials from buildings in accordance with applicable requirements (such as 40 CFR part 61, "National Emission Standards for Hazardous Air Pollutants"; 40 CFR part 763, "Asbestos"; 29 CFR part 1910, subpart I, "Personal Protective Equipment"; and 29 CFR part 1926, "Safety and Health Regulations for Construction"; and appropriate state and local requirements, including certification of removal contractors and technicians).
- B1.34 Lead-based paint containment, removal, and disposal** Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, "Lead-Based Paint Poisoning Prevention In Certain Residential Structures").
- B2.2 Building and equipment instrumentation** Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).
- B3.1 Site characterization and environmental monitoring** Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geochemical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7.

B5.1 Actions to conserve energy or water

(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.

B5.16 Solar photovoltaic systems

The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

B5.17 Solar thermal systems

The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety. Each home weatherized under WAP would receive approximately \$8,009 as determined by site-specific outcomes of the energy audit process. Many Recipients supplement DOE funds with other federal and non-federal resources for the activities listed below.

This NEPA determination is specific to the 55 WAP Recipients* with a DOE executed Historic Preservation Programmatic Agreement for activities that are funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2022) and WAP Community Scale Pilot Projects Memorandum dated 12/15/2021, as applicable. Some WAP Recipients will also be awarded funds under a separately competed process for WAP Community Scale Pilot Projects. Approved activities funded under WAP Community Scale Pilot Projects are included in this NEPA determination. WAP Recipients without a DOE executed Historic Preservation Programmatic Agreement have a separate NEPA determination: GFO-WAP-ALRD 2022B.

DOE has determined the following activities that are funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2022) and WAP Community Scale Pilot Projects, as applicable, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a specific activity:

Allowable Activities include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.

2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections and client education.
3. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.
4. Weatherization activities provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, are appropriately sized, are covered by Appendix A of 10 CFR 440, and/or approved as part of the energy audit approval procedures and material approvals process, and limited to:
 - a. Building Shell Measures:
 - i. Install insulation where needed
 - ii. Perform air sealing
 - iii. Repair and replace windows, storm windows, install window film, awnings and solar screens
 - b. Mechanical Measures
 - i. Clean, tune, repair, or replace heating and/or cooling systems
 - ii. Install duct and heating pipe insulation
 - iii. Repair leaks in heating/cooling ducts
 - iv. Install programmable thermostats
 - v. Repair/replace domestic water heaters
 - vi. Install domestic hot water heater tank insulation
 - c. Electric and Water Measures
 - i. Install efficient light sources
 - ii. Install low-flow showerheads
 - iii. Replace inefficient refrigerators with energy-efficient models
5. Energy-related health and safety measures (per Weatherization Program Notice 22-7) provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:
 - a. Combustion appliance safety inspections
 - b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
 - c. Gas and bulk fuel leak inspections
 - d. Testing and/or containment, removal or disposal of lead, asbestos, mold, moisture, refrigerant, mercury, and other materials so WAP activities may be completed
 - e. Conduct radon testing and precautionary measures, including but not limited to, sump pump covers, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls and foundation penetrations
 - f. Inspect and install carbon monoxide and smoke alarms
 - g. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust
6. Readiness activities focused on structural, health, and safety issues required before weatherization measures can be completed, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in existing buildings, and are limited to:
 - a. Repair/replace damaged windows and doors
 - b. Electrical and plumbing repairs
 - c. Roof repairs
 - d. Interior and exterior wall repairs
 - e. Ceiling repairs
 - f. Floor repairs
 - g. Foundation or subspace (crawl space) repairs
 - h. Exterior drainage repairs limited to gutter repair or replacement, trimming shrubs, and/or grading in close proximity to the perimeter of the foundation.
7. Incidental and necessary energy-related repairs and replacements limited to:
 - a. Repair/replace damaged windows and doors
 - b. Electrical and plumbing repairs
8. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in or on an existing structure, do not require ground disturbance, no trees are removed, and limited to:

- a. PV systems appropriately sized that do not exceed 60 kW
- b. Solar hot water heating systems appropriately sized that do not exceed 200,000 BTU/HR
- c. Battery storage, if applicable, attached to a structure (e.g. inside a garage) and not visible from the public right of way

Activities/projects not listed above, including ground disturbing activities and tree removal, are not included under the ALRD categorical exclusion and are subject to additional NEPA review and approval by DOE. For activities/projects requiring additional NEPA review, states must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

All incidental measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Recipients are required to participate in DOE training on NEPA and Historic Preservation prior to commencing work on the above activities. The training is available at www.energy.gov/node/4816816. Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at GONEPA@ee.doe.gov.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA), and inform DOE of activities in the 100-year floodplain.

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the activities described in Allowable Activities 1-7b above that would occur in the 100-year floodplain (hereinafter "floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable. All activities (except those under Allowable Activities 1-7b) must document those activities do not occur in the floodplain or wetland. Activities occurring in the floodplain or wetland (except those under Allowable Activities 1-7b) are subject to additional NEPA review and approval by DOE.

For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>) for review by DOE.

Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Allowable Activities to be applicable.

* WAP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VI, VT, VA, WA, WV, WI, WY.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable. Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document or WAP Community Scale Pilot Projects, activities that do not fit within the restrictions of the Allowable Activities listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2022 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
4. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
5. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
6. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
7. Recipients are responsible for completing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
8. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Notes:

Weatherization & Intergovernmental Programs Office - WAP
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Diana Heyder, 05/31/22

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: _____



Electronically Signed By: Casey Strickland

NEPA Compliance Officer

Date: 5/31/2022

FIELD OFFICE MANAGER DETERMINATION

- ☒ Field Office Manager review not required
- ☐ Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____

Field Office Manager

Date: _____

Category Number:
Item Number: 2.



Monday, September 12, 2022

Item Title:

In-Fill Housing

Item Summary:

RESOLUTION: Loaning HOME Investment Partnerships Program funds to Start Corporation in an amount not to exceed \$236,000.00 for the permanent financing of an affordable single-family home located at 102 Plant Road, Houma, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Approved Resolution	9/7/2022	Backup Material
Receipts	9/7/2022	Backup Material
Expenses	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

In-Fill Housing

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution to loan HOME Investment Partnerships Program funds to Start Corporation in an amount not to exceed \$236,000.00 for the permanent financing of an affordable single-family home located at 102 Plant Road, Houma, Louisiana.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To develop affordable rental housing for low income citizens of Terrebonne Parish.

TOTAL EXPENDITURE

\$236,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

IF YES AMOUNT
BUDGETED:

\$236,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

9

7

8

9

Signature

9/7/22

Signature

Date _____

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution to loan HOME Investment Partnerships Program funds to Start Corporation in an amount not to exceed \$236,000.00 for the permanent financing of an affordable single family home located at 102 Plant Road, Houma, Louisiana.

WHEREAS under the HOME Investment Partnerships Program regulations, Terrebonne Parish, as a participating jurisdiction, must reserve no less than 15% of their HOME allocation for housing to be developed, sponsored or owned by Community Housing Development Organizations (CHDO's), and

WHEREAS Start Corporation, a designated Community Housing Development Organizations is committed to developing affordable housing for low income families, and

WHEREAS Start Corporation, submitted a funding application to the Department of Housing and Human Services for permanent financing to construct a single-family home at 102 Plant Road for the provision of affordable rental housing, and

WHEREAS on March 24, 2021, the Terrebonne Parish Council adopted Resolution NO. 21-125 authorizing permanent financing to Start Corporation funded by the HOME Investment Partnerships Program grant in an amount not to exceed \$160,000.00, and

WHEREAS construction of the home began in July of 2021, however the effects of the COVID-19 Pandemic and Hurricane Ida caused major delays and a significant increased cost of construction, and

WHEREAS construction is now complete and the final cost is \$235,766.91, and

WHEREAS the HOME Investment Partnerships Program loan to Start Corporation requires an increase of \$75,766.91 to cover the additional cost.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government, does, hereby agree to loan HOME Investment Partnerships Program funds in an amount not to exceed \$235,766.91 to Start Corporation for the permanent financing of an affordable single family home located at 102 Plant Road, Houma Louisiana, which will be made available to low income renters, and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.

MINUTES OF THE TERREBONNE PARISH COUNCIL
REGULAR SESSION OF MARCH 24, 2021

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. D. BABIN

RESOLUTION NO. 21-125

A RESOLUTION TO LOAN HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS TO START CORPORATION IN AN AMOUNT NOT TO EXCEED \$160,000.00 FOR THE PERMANENT FINANCING OF AN AFFORDABLE SINGLE-FAMILY HOME LOCATED AT 102 PLANT ROAD, HOUMA, LOUISIANA.

WHEREAS, under the HOME Investment Partnerships Program regulations, Terrebonne Parish, as a participating jurisdiction, must reserve no less than 15% of their HOME allocation for housing to be developed, sponsored or owned by Community Housing Development Organizations (CHDO's), and

WHEREAS, Start Corporation, a designated Community Housing Development Organizations is committed to developing affordable housing for low income families, and

WHEREAS, Start Corporation has submitted a request for permanent financing in the amount of \$160,000.00 for a single-family home to be constructed at 102 Plant Road, for the purpose of creating affordable rental housing; and

WHEREAS, this loan is conditioned upon Start Corporation meeting the environmental requirements set forth by the United States Department of Housing and Urban Development and the programmatic requirements of the Home Investment Partnerships Program and Terrebonne Parish Consolidated Government.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Budget and Finance Committee), on behalf of Terrebonne Parish Consolidated Government, does, hereby agree to loan HOME Investment Partnerships Program funds in an amount not to exceed \$160,000.00 to Start Corporation for the construction of an affordable single family home located at 102 Plant Road, Houma Louisiana, which will be made available to low income renters, and

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.

THERE WAS RECORDED:

YEAS: J. Amedée, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, C. Harding and G. Michel.

NAYS: None.

NOT VOTING: None.

ABSTAINING: J. Domangue.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 22nd day of March 2021.

Thibodaux House Plans, LLC
118 Winder Road
Thibodaux, LA 70301
Phone: (985) 859-6206
Email: thibodauxhouseplans@hotmail.com



INVOICE

Date: November 3, 2020

Invoice No. 20-134A

Bill To:
Start Corporation
P.O. Box 165
Houma, LA 70361

Description	Hours	Quantity	Rate	Amount
Completion of Drawings	-	1,497 sq. ft.	\$ 1.00 per sq. ft.	\$ 1,497.00
Make checks payable to: Thibodaux House Plans, LLC		Subtotal	\$ 1,497.00	
		Payments/Credits	-	
		TOTAL	\$ 1,497.00	

If you have any questions about this invoice, please contact
Cody Thibodaux at (985) 859-6206 or thibodauxhouseplan@hotmail.com

Remit Payment To:
206 East 2nd Street
Thibodaux, LA 70301

Greg Gleason
270 Sugarwood Boulevard
Houma, LA 70360

November 11, 2020
Invoice No: 201203A11201

Project Manager: Andy Richard

Project 20-01-203-A 20-01-203-A Greg Gleason Elevation Certificate 102 Plant Road Houma, LA
Professional Services for the Period: November 2, 2020 to November 15, 2020

Phase	FEE	FEE			
Task	Task Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Elevation Certificate	500.00	100.00	500.00	500.00	0.00
Flag Corners	500.00	100.00	500.00	0.00	500.00
Total Fee	1,000.00		1,000.00	500.00	500.00
	Total Fee				500.00
			Phase Total		\$500.00
			Invoice Total Due		<u><u>\$500.00</u></u>

Outstanding Invoices

Number	Date	Balance
2001203A1120	11/9/2020	500.00
Total		500.00

#01372

**Terrebonne
Permit Payment Receipt**

12/1/2020

2020-90506
 102 PLANT ROAD
HOUMA LA 70363

 Paid By:
Start Corp
Greg Gleason
PO Box 165
Houma, 70631

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
Residential New	\$673.65	\$673.65	\$0.00
Total Fees	\$673.65	\$673.65	\$0.00

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
3559094	12/1/2020	Check	78882	Residential New	\$673.65
					\$673.65
Total					\$673.65

START CORPORATION

78882

Payee Terrebonne Parish Consolidated Gov't

Account #:

12/01/2020

Invoice	Invoice Date	Description	Amount
PLANT RD 120120	12/01/2020	40 - 102 PLANT RD PERMIT	\$673.65

Total :

\$673.65

Thibodaux House Plans, LLC
118 Winder Road
Thibodaux, LA 70301
Phone: (985) 859-6206
Email: thibodauxhouseplans@hotmail.com



INVOICE

Date: April 29, 2021

Invoice No. 20-134B

Bill To:
Start Corporation
P.O. Box 165
Houma, LA 70361

Description	Hours	Quantity	Rate	Amount	
Revisions of Drawings (102 Plant Road)	7	-	\$ 120.00 per hour	\$ 840.00	
Engineering of Plans	-	-	Flat Rate	\$ 400.00	
Make checks payable to: Thibodaux House Plans, LLC		Subtotal			\$ 1,240.00
		Payments/Credits			-
		TOTAL			\$ 1,240.00

If you have any questions about this invoice, please contact
Cody Thibodaux at (985) 859-6206 or thibodauxhouseplan@hotmail.com

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 2/17/22

Invoice for: Bill for labor and materials to build foundation and black in home as per plans on 102 Plant Road.

Labor total: \$14,100.00
Material total: \$39,837.23
Invoice total: \$53,937.23

Thank you for your business!!

Check payable to TJ Construction.



START CORPORATION REQUISITION

Date 3/17/2022

VENDOR	
Name	Consolidated Water
Address	8814 East main
	Houma, La 70363

DELIVER TO	
Attn:	
Req. Delivery Date	
Charged Program	1372

Item No.	Description	Quantity	Unit of Measure	Unit Price	Amount
1	Water Meter 102 Plant Road				915.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
TOTAL					915.00

Requested by: 

Approved by: _____

Accounting Use On

Category Code	Item Code	GL Code	Distribution Code	Amount

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 3/17/22

Invoice for: Draw on job at 102 Plant Road. Payment for installing plywood and shingles on the roof. Price includes all labor and materials. Also installation of windows and doors.

Invoice total: \$14,806.26

Thank you for your business!!

Check payable to TJ Construction.

Gautier's Contracting and Trucking LLC

3594 Hwy 316
LA 70359

Invoice

Date	Invoice #
7/20/2021	234

Bill To
TJ Construction 213 Bart St Bourg, LA 70343

BATCH AP5205
GL 01372
PROGRAM 040
FUNDING 999
LOC 01
DEPT 800
COST TYPE 40

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
04 Conc...	102 Plant Rd Break out and haul off approximately 2300 sqft of concrete. Form, pour, and wreck forms for 1525.01 sqft home. All equipment, forming materials, steel, pump truck, concrete, and labor are included in the price.	20,000.00			1	20,000.00	100.00%	100.00%	20,000.00
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>01372</p> <p>040</p> <p>999</p> <p>01</p> <p>800</p> <p>40</p> </div> <div style="text-align: center;"> <p>Concrete work for 102 Plant Rd House Const.</p> </div> </div>									
						Total			
						\$20,000.00			
						Payments/Credits			
						\$0.00			
						Balance Due			
						\$20,000.00			

B1 BANK

84684

84-542/634

CHECK NUMBER

04/18/2022

START CORPORATION
 420 MAGNOLIA ST / PO BOX 165
 HOUMA, LA 70361
 985-879-3966

TJ CONSTRUCTION
 PAY TO THE ORDER OF

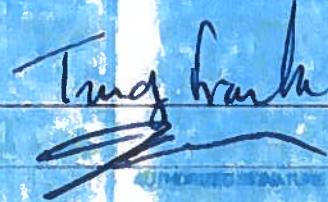
\$ 14930.00

****Fourteen Thousand Nine Hundred Thirty and 00/100

DOLLARS

TJ CONSTRUCTION
 213 BART STREET
 BOURG, LA 70343

MEMO



⑈084684⑈ ⑆065405420⑆ 179697⑈

START CORPORATION

84684

Payee TJ CONSTRUCTION

Account #:

04/18/2022

Invoice	Invoice Date	Description	Amount
05218	04/18/2022	40 TJ CONSTRUCTION MAGNOLIA ST APARTMENT...	\$988.00
05219	04/18/2022	85 TJ CONSTRUCTION 139 NOLA BLVD REPAIRS	\$3,382.00
05220	04/18/2022	102 PLANT RD TJ CONSTRUCTION	\$10,560.00

Total : \$14,930.0

START CORPORATION

84684

Payee TJ CONSTRUCTION

Account #:

04/18/2022

Invoice	Invoice Date	Description	Amount
05218	04/18/2022	40 TJ CONSTRUCTION MAGNOLIA ST APARTMENT...	\$988.00
05219	04/18/2022	85 TJ CONSTRUCTION 139 NOLA BLVD REPAIRS	\$3,382.00
05220	04/18/2022	102 PLANT RD TJ CONSTRUCTION	\$10,560.00

Total : \$14,930.0

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 5/9/22

Invoice for:

- 1. A/C rough in work**
- 2. Install sheetrock labor and materials**
- 3. Labor and materials to finish sheetrock and spray all primers and paint ceilings and walls.**
- 4. Labor and materials to insulate walls and ceilings.**

Invoice total: \$23,088.70

Thank you for your business!!

Check payable to TJ Construction.

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 6/11//22

Invoice for:

- 1. Labor and materials for installing vinyl siding.**
- 2. Labor and materials to build cabinets and vanities**
- 3. Installing interior doors, baseboards, and shelving.**
- 4. Draw on the plumbing work.**

Invoice total: \$41,497.02

Thank you for your business!!

Payable to: TJ Construction
213 Bart Street
Bourg, La. 70343

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 6/29//22

Invoice for: Work done at 102 Plant Road

- 1. Labor and material to install cabinet doors and drawer fronts.**
- 2. Paint materials, cabinet painting, and trim painting**
- 3. Granite deposit**
- 4. Plumbing rough-in 2nd draw**
- 5. Materials for general work done**

Invoice total: \$27,219.85

Thank you for your business!!

Payable to: TJ Construction
213 Bart Street
Bourg, La. 70343

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 7/4//22

Invoice for: Final payment on electrical work done at 102 Plant Road. Included in the price are labor and materials for flooring. Price of electrical work includes all lights and fans.

Invoice total: \$12,696.07

Thank you for your business!!

Payable to: TJ Construction
213 Bart Street
Bourg, La. 70343

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 8/11/11

Invoice for:

- 1. Final payment for plumbing**
- 2. Final A/C payment**
- 3. Fence removal and fence installation**
- 4. Final granite payment**
- 5. Gutter installation**
- 6. General labor for hardware, shoe molding, installation of the step handrail, dryer venting, and other general labor. Price includes labor and materials.**
- 7. Final painting cost**

Invoice total: \$21,498.29

Thank you for your business!!

Payable to: TJ Construction
213 Bart Street
Bourg, La. 70343

TJ Construction
Owner and Operator: Terry Voisin
(985)860-6637
Licensed and Insured

Invoice to: Start Corporation

Invoice from: TJ Construction
213 Bart Street
Bourg, La. 70343

Invoice date: 8/22/11

Invoice for: Labor and materials to excavate dirt, form, and pour concrete for the driveway at 102 Plant Rd.

Invoice total: \$3,600.00

Thank you for your business!!

Payable to: TJ Construction
213 Bart Street
Bourg, La. 70343

A.E. 77
01372

Office DEPOT OfficeMax

Taking care of business

Katelyn Tessier

Sales Advisor

1643 Martin Luther King Blvd. Houma, LA 70360

● 985-223-0565

● 985-223-0566

● ods00424cpc@officedepot.com

Appointment Reminder

Service Type: _____ Date/Time: _____

Office DEPOT OfficeMax

HOUMA - (985) 223-0565

11/04/2020 9:45 AM



V2TTUUPX3Q5RHR66

SALE

424-1-1566-983666-20.10.2

Subtotal: 29.52

Order Management Invoice # 1346691020016

Approval Code: 999999

114318 JDA GHILL ORDE 29.52 E

Total: 29.52

AMEX Corp (PO) 1156: 29.52

AUTH CODE 885429

FDS Chip Read

ID A000000025010801 AMERICAN EXPRESS

IVR 0000008000

CVS No Signature Required

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and enter the code below:

16RP PP99 6SED

0137286

Office DEPOT OfficeMax

HOUMA - (985) 223-0565
11/11/2020 9:08 AM



SALE 424-4-5937-883959-20.10.2
168502 Enginrng Ppr 1
15 @ 1.79 26.85

You Pay	26.85SS
Subtotal:	26.85
Sales Tax:	2.67
Total:	29.52
AMEX Corp (PO) 1156:	29.52

AUTH CODE 861129
TDS Chip Read
AID A000000025010801 AMERICAN EXPRESS
TVR 0000008000
CVS No Signature Required

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!
Visit survey.officedepot.com
and enter the survey code below:
X5RR QWEG QBHA

START CORPORATION
420 MAGNOLIA ST / PO BOX 185
HOUMA, LA 70361
985-879-3888

81 BANK

78926

84-542/89

CHECK #

12/07/2020

PAY TO THE ORDER OF Terrebonne Parish Consolidated Gov't

\$ 33.66

*****Thirty Three and 66/100

DOLLAR

Terrebonne Parish Consolidated Gov't
PO BOX 6097
HOUMA, LA 70361

MEMO

AUTHORIZED SIGNATURE

⑈078926⑈ ⑆065405420⑆ 179697⑈

START CORPORATION

78926

Payee Terrebonne Parish Consolidated Gov't

Account #:

12/07/2020

Invoice	Invoice Date	Description	Amount
Permit 120120	12/07/2020	40 Permit 102 Plant Rd	\$33.66

Total : \$33.66

START CORPORATION

78926

Payee Terrebonne Parish Consolidated Gov't

Account #:

12/07/2020

Invoice	Invoice Date	Description	Amount
Permit 120120	12/07/2020	40 Permit 102 Plant Rd	\$33.66

Total : \$33.66

START CORPORATION
420 MAGNOLIA ST / PO BOX 185
HOUMA, LA 70361
985-879-3968

B1 BANK

00003

84-542/654

31

CHECK AMOUNT

04/14/2021

PAY TO THE ORDER OF **KEE ENVIRONMENTAL SERVICES LLC**

\$ 1445.14

****One Thousand Four Hundred Forty Five and 14/100

DOLLARS

KEE ENVIRONMENTAL SERVICES LLC
PO BOX 3236
HOUMA, LA 70361

MEMO

AUTHORIZED SIGNATURE

⑈080809⑈ ⑆065405420⑆ 179697⑈

START CORPORATION

80809

Payee **KEE ENVIRONMENTAL SERVICES LLC**

Account #:

04/14/202

Invoice	Invoice Date	Description	Amount
20-3523-1	04/06/2021	102 PLANT ROAD HOUMA	\$1,445.1

Total : \$1,445.1

START CORPORATION

80809

Payee **KEE ENVIRONMENTAL SERVICES LLC**

Account #:

04/14/202

Invoice	Invoice Date	Description	Amount
20-3523-1	04/06/2021	102 PLANT ROAD HOUMA	\$1,445.1

Total : \$1,445.1



INVOICE FOR PROFESSIONAL SERVICES

Invoice Date: April 6, 2021

Invoice No.: 20-3523-1

Project No.: 20-3523

Mr. Greg Gleason
Start Corporation
P.O. Box 165
Houma, Louisiana 70361

Professional Services: Evaluation and Report for HUD 8-Step Decision-Making Process required for a CHDO Infield Housing Project Application on property located at 102 Plant Road, Houma, Terrebonne Parish, Louisiana.

Services	Hours	Rate/Hr	Total
8-Step Decision Making Process Report		Lump Sum	\$1,350.00
Publication of Public Notices (See attached invoices)		Cost + 20%	\$ 95.14

Total Complete	\$1,445.14
Less Previous Payments	\$0.00
Less Outstanding Invoices	\$0.00
Current Invoice Total:	\$1,445.14

Payment Due Upon Receipt

Make Payments To:

KEE Environmental Services, L.L.C.
P.O. Box 3236
Houma, Louisiana 70361

BATCH	AP4782
GL	01372
PROGRAM	999
FUNDING	09
LOC	01
DEPT	999
COST TYPE	95

P. O. Box 3236

Member of the National Registry of Environmental Professionals

Houma, LA 70361

Phone: 985-872-5363

Order Receipt

The Courier/Daily Comet

The Courier/TheThe Courier/Daily Comet
P.O Box 116668 Atlanta, GA 30368-6668

Phone: (866) 470-7133, Option 2

Fax: (863) 401-6996

URL: HoumaToday.com & DailyComet.com

Kee Environmental Services, LLC
P. O. Box 3236
Houma,, LA 70361

Acct #: 00009759
Phone: (985)872-6363
Date: 02/11/2021
Ad #: 00084278
Salesperson: HOUC027 Ad Taker: HOUC027

Class: HOU9992

Ad Notes:

Sort Line: Early Notice and Public Review

Description	Start	Stop	Ins.	Cost/Day	Amount
HOU100 Houma Courier	02/15/2021	02/15/2021	1	28.95	28.95

Ad Text:

00084278 Publication 2/15/2021

Early Notice and Public Review
of a Proposed Activity in a
100-Year Floodplain

To: All Interested Local, State and Federal Agencies, Groups and
Individuals:

This is to give notice that the Start Corporation has conducted an
evaluation as required by Executive Order 11988, in accordance with

Payment Reference:

Credit Card #429249*****4445 \$-28.95

Total: 28.95
Tax: 0.00
Net: 28.95
Prepaid: -28.95

Total Due 0.00

Order Receipt

The Courier/Daily Comet

The Courier/TheThe Courier/Daily Comet
P.O Box 116666 Atlanta, GA 30366-6666

Phone: (866) 470-7133, Option 2

Fax: (863) 401-6996

URL: HoumaToday.com & DailyComet.com

Kee Environmental Services, LLC
P. O. Box 3236
Houma,, LA 70361

Acct #: 00009759
Phone: (985)872-5363
Date: 03/17/2021
Ad #: 00088541
Salesperson: HOU027 Ad Taker: HOU027

Class: HOU9992

Ad Notes:

Sort Line: Final Notice and Public Explan

Description	Start	Stop	Ins.	Cost/Day	Amount
HOU100 Houma Courier	03/22/2021	03/22/2021	1	50.33	50.33

Ad Text:

00088541 Publication 3/22/2021

Final Notice and Public Explanation of a Proposed Activity in a 100-
Year Floodplain

To: All interested Local, State and Federal Agencies, Groups and
Individuals:

This is to give notice that the Start Corporation has conducted an
evaluation as required by Executive Order 11999 in accordance with
HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making

Payment Reference:

Total: 50.33

Tax: 0.00

Net: 50.33

Prepaid: 0.00

Total Due 50.33

Purchase Order

4/14/2021

19

Attention: Greg Gleason

Billing Address: P.O. Box 165
Houma, LA 70361
USA

Shipping Address: 106 School Street
Houma, LA 70360

Vendor Address:
KEE ENVIRONMENTAL SERVICES LLC
PO BOX 3236
HOUMA, LA 70361

Shipping
Method:
FOB:

Item Code	Description	Purchase Unit	Quantity	Unit Price	Total
	ENVIRONMENTAL REVIEW PLANT ...	EA	1.00	\$1,445.14	\$1,445.14

Purchase Order Total: \$1,445.1

Vendor ID KEE ENVIRONMENTAL
Vendor Name KEE ENVIRONMENTAL SERVICES LLC

1907
4/14/2021

Item Code	Item Description	Special Instructions	Purchase Unit	Quantity	Unit Price	Total	Requisition Number
	ENVIRONMEN...		EA	1.00	\$1,445.14	\$1,445.14	

Purchase Order Total: \$1,445.1

Start Corp.

102 Plant Rd. Expenses

Date:	Vendor	Description	Amount
11/4/2020	Office Depot		\$29.52
11/11/2020	Office Depot	Enginring Paper	\$29.52
11/18/2020	Thibodaux House Plans	Completion of Drawing	\$ 1,497.00 #
11/18/2020	Acadia Land Surveying	Property Survey/Elevation Certificate	\$1,000 #
12/1/2020	Terrebonne Parish Consolidated Gov.	Permit	\$673.65 #
12/7/2020	Terrebonne Parish Consolidated Gov.	Permit	\$33.66
4/14/2021	Kee Environmental Service	Environmental Review	\$1,445.14
5/14/2021	Thibodaux House Plans	Revisions of Drawings	\$1,240 #
7/27/2021	Gautier's Contractin	Concrete work	\$ 20,000.00 #
2/21/2022	TJ Construction	Labor/Materials	\$53,937.23 #
3/17/2022	Consolidated Water Works	Water Meter	\$915 #
3/18/2022	TJ Construction	Labor/Materials Draw	\$14,806.26 #
4/18/2022	TJ Construction	Labor/Materials	\$10,560.00 #
5/10/2022	TJ Construction	Construction Draw	\$23,088.70 #
6/13/2022	TJ Construction	Labor/Materials Draw	\$41,497.02 #
6/30/2022	TJ Construction	Labor/Materials Draw	\$27,219.85 #
7/5/2022	TJ Construction	Construction/Electrical	\$12,696.07 #
8/12/2022	TJ Construction	Construction Final Draw	\$21,498.29 #
8/22/2022	TJ Construction	Concrete work	\$3,600.00 #
Total			\$235,766.91



Monday, September 12, 2022

Item Title:

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) & R-3 (Multi-Family Residential); Portions of Parkwood Place Subdivision

Item Summary:

RESOLUTION: Giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a public hearing on said matter on Wednesday, October 26, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Rezone from R-1 to R-2 & R-3, Portions of Parkwood Place Subdivision	9/7/2022	Executive Summary
Rezone from R-1 to R-2 & R-3, Portions of Parkwood Place Subdivision	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision

PROJECT SUMMARY (200 WORDS OR LESS)

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; The Houma-Terrebonne Regional Planning Commission has **recommended approval** of the rezone request.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a Public Hearing on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

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

2

3

4

5

6

7

8

9

Signature

Date



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Department of Planning & Zoning

MEMORANDUM

TO: Mr. Mike Toups, Parish Manager
Terrebonne Parish Consolidated Government

FROM: Becky M. Becnel, Minute Clerk *bmb*
Houma-Terrebonne Regional Planning Commission

THRU: Christopher M. Pulaski, PLA, Director
Planning & Zoning Department *CM*

DATE: September 7, 2022

SUBJECT: Item for Parish Council Consideration
Application for Zoning Map Amendment
Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) & R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant

It is respectfully requested that the following item be placed on the next Community Development and Planning Committee meeting agenda for consideration:

- A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a Public Hearing on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

The Houma-Terrebonne Regional Planning Commission, convening as the Zoning & Land Use Commission, at its meeting of August 18, 2022, voted to recommend **approval** of this request to the Parish Council. Please find attached the following documents:

- Proposed Resolution;
- Proposed Ordinance;
- Vicinity map / Plat depicting property in question;
- Staff Recommendation

If you have any questions, or require additional information in this matter, please advise.

Attachments

cc: Councilman Darrin Guidry, *Chairman*
Councilman John Navy, *District 1*
Tammy Triggs, *Council Clerk*
Council Reading File
Correspondence File

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL) AND R-3 (MULTI-FAMILY RESIDENTIAL); PORTIONS OF PARKWOOD PLACE SUBDIVISION; HOUMA, TERREBONNE PARISH, LOUISIANA; TERREBONNE PARISH CONSOLIDATED GOVERNMENT, APPLICANT; AND CALLING A PUBLIC HEARING ON SAID MATTER FOR WEDNESDAY, OCTOBER 26, 2022 AT 6:30 P.M.

BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), that notice be hereby given to adopt an ordinance to amend the Zoning Map of the Parish of Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision, Terrebonne Parish, Louisiana; and

NOW, THEREFORE, BE IT RESOLVED that a public hearing be called on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

_____ The Chairman declared this resolution ADOPTED/NOT ADOPTED on this, the _____ day of _____, 2022.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

* * * * *

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL) AND R-3 (MULTI-FAMILY RESIDENTIAL); PORTIONS OF PARKWOOD PLACE SUBDIVISION, HOUMA, TERREBONNE PARISH, LOUISIANA; TERREBONNE PARISH CONSOLIDATED GOVERNMENT, APPLICANT.

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby declares that it has adopted a resolution giving notice of intent to adopt the following ordinance hereto; and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, has conducted a public hearing on Wednesday, October 26, 2022; and

WHEREAS, after considering all comments received, if any, the following action is hereby taken.

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Zoning Map of the Parish of Terrebonne be hereby amended so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential) and R-3 (Multi-Family Residential), Portions of Parkwood Place Subdivision, Houma, Terrebonne Parish, Louisiana.

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

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The Chairman declared this ordinance ADOPTED/NOT ADOPTED on this, the ____ day of _____, 2022.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS, 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, TAMMY TRIGGS, 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



**Zoning & Land Use Commission
Staff Report**

August 18, 2022
Agenda Item F.2

LOCATION:	Parkwood Place Subdivision (Saints Circle, Brees Drive, Super Bowl Drive, Fleur De Lis Drive)	APPLICANT:	Terrebonne Parish Consolidated Government
APPROVAL REQUESTED:	Rezone from R-1 (Single-Family Residential) to R-2 (Two- Family Residential) & R- 3 (Multi-Family Residential)	RECOMMENDATION:	APPROVAL TO REZONE FROM R-1 to R-2 & R-3

PROPOSAL:

Rezone portions of Parkwood Place Subdivision from R-1 to R-2 & R-3.

ANALYSIS:

The Zoning Ordinance states that in order to rezone property, one of the following conditions must apply:

1. Error
2. Change in conditions.
3. Increase in need for sites for business or industry.
4. Subdivision of land.

Staff believes the rezone falls under Condition #2 Change in Conditions. The subject property was rezoned from OL to R-1 in 2010 and Parkwood Subdivision received final approval in Dec 2018. Since that time few lots have been sold and developed with many being built out by Options for Independence. While the majority of the property was subdivided as single family residential, a large tract was left out of the original phase to see how the subdivision would develop and what future needs would be. As the reason for the amendment, Hurricane Ida resulted in a large number of single, double and multi-family structures being demolished with Bayou Towers and Senator Circle being two of the most heavily damaged. Bayou Towers is one of the few affordable rental developments for senior housing. Working with TPCG Housing and Human Services Dept and the current owner of Parkwood Subdivision along with our recovery planning experts, TPCG is proposing to rezone a portion of the lots in Parkwood to R-2 to allow for duplexes to be built for the elderly residents of Bayou Towers. Additionally, the undivided tract on the south end of the property is being proposed to be rezoned R-3 to allow for future single, double, or multi-family housing. This type of mixed-use approach along with the successful restoration and redevelopment of the surrounding property at Senator Circle along with private sector development of the commercial lots along East Street could be the catalyst that the property and community needs to rebuild thus serving the public need.

The development schedule would be dependent upon a number of factors chiefly when the federal funds will become available. By pre-positioning the design team, the property, and the plan, this will ensure the most efficient and timely disbursement of the funds. If TPCG and the community are prepared and have a plan ready for submittal, it will demonstrate our ability to finish the project in a timely and successful manner.

The plan can be developed and discussed as part of the Terrebonne Parish Hurricane Ida Recovery Plan as well as the Comprehensive Master Plan update as both will highlight housing needs and develop or refine goals and objectives for reaching them.

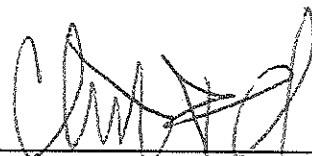
The area that is being considered for rezone is 26.5 acres in size and meets the minimum size requirements.

The effect that this amendment will have on the surrounding community will be positive as it will encourage further growth and create opportunity for the development of housing at a variety of densities and affordability. The increase residential will also encourage the development of adjacent commercial sites which should also serve to increase surrounding property values. The owner has also offered to provide lots at a discount to the Parish for more direct connection to the adjacent community and rec center.

Proper public notice has been provided and Staff received no comments regarding the request.

RECOMMENDATION:

Staff would recommend **APPROVAL** of the rezone request from R-1 to R-2 & R-3.



Christopher M. Pulaski, PLA, Director
Planning & Zoning Department
Terrebonne Parish Consolidated Government



Monday, September 12, 2022

Item Title:

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential); 304 Naquin Street

Item Summary:

RESOLUTION: Giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana; Renee Bolden, applicant; and calling a public hearing on said matter on Wednesday, October 26, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Rezone from R-1 to R-2, 304 Naquin Street	9/7/2022	Executive Summary
Rezone from R-1 to R-2, 304 Naquin Street	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street

PROJECT SUMMARY (200 WORDS OR LESS)

Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana; Renee Bolden, applicant; The Houma-Terrebonne Regional Planning Commission has **recommended approval** of the rezone request.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana; Renee Bolden, applicant; and calling a Public Hearing on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

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

☒ 2

3

4

5

6

7

8

9

Signature

Date



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Department of Planning & Zoning

MEMORANDUM

TO: Mr. Mike Toups, Parish Manager
Terrebonne Parish Consolidated Government

FROM: Becky M. Becnel, Minute Clerk *bmb*
Houma-Terrebonne Regional Planning Commission

THRU: Christopher M. Pulaski, PLA, Director *[Signature]*
Planning & Zoning Department

DATE: September 7, 2022

SUBJECT: Item for Parish Council Consideration
Application for Zoning Map Amendment
Rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6,
Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish,
Louisiana; Renee Bolden, applicant

It is respectfully requested that the following item be placed on the next Community Development and Planning Committee meeting agenda for consideration:

- A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, Houma, Terrebonne Parish, Louisiana; Renee Bolden, applicant; and calling a Public Hearing on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

The Houma-Terrebonne Regional Planning Commission, convening as the Zoning & Land Use Commission, at its meeting of August 18, 2022, voted to recommend **approval** of this request to the Parish Council. Please find attached the following documents:

- Proposed Resolution;
- Proposed Ordinance;
- Vicinity map / Plat depicting property in question;
- Staff Recommendation

If you have any questions, or require additional information in this matter, please advise.

Attachments

cc: Councilman Darrin Guidry, *Chairman*
Councilman Carl Harding, *District 2*
Tammy Triggs, *Council Clerk*
Council Reading File
Correspondence File

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL); LOT 6, BLOCK "A," GEORGETOWN SUBDIVISION, 304 NAQUIN STREET; HOUMA, TERREBONNE PARISH, LOUISIANA; RENEE BOLDEN, APPLICANT; AND CALLING A PUBLIC HEARING ON SAID MATTER FOR WEDNESDAY, OCTOBER 26, 2022 AT 6:30 P.M.

BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), that notice be hereby given to adopt an ordinance to amend the Zoning Map of the Parish of Terrebonne so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana; and

NOW, THEREFORE, BE IT RESOLVED that a public hearing be called on said matter for Wednesday, October 26, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

_____ The Chairman declared this resolution ADOPTED/NOT ADOPTED on this, the _____ day of _____, 2022.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

* * * * *

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL); LOT 6, BLOCK "A," GEORGETOWN SUBDIVISION, 304 NAQUIN STREET, HOUMA, TERREBONNE PARISH, LOUISIANA; RENEE BOLDEN, APPLICANT.

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby declares that it has adopted a resolution giving notice of intent to adopt the following ordinance hereto; and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, has conducted a public hearing on Wednesday, October 26, 2022; and

WHEREAS, after considering all comments received, if any, the following action is hereby taken.

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Zoning Map of the Parish of Terrebonne be hereby amended so as to rezone from R-1 (Single-Family Residential) to R-2 (Two-Family Residential), Lot 6, Block "A," Georgetown Subdivision, 304 Naquin Street, Houma, Terrebonne Parish, Louisiana.

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

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The Chairman declared this ordinance ADOPTED/NOT ADOPTED on this, the ____ day of _____, 2022.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

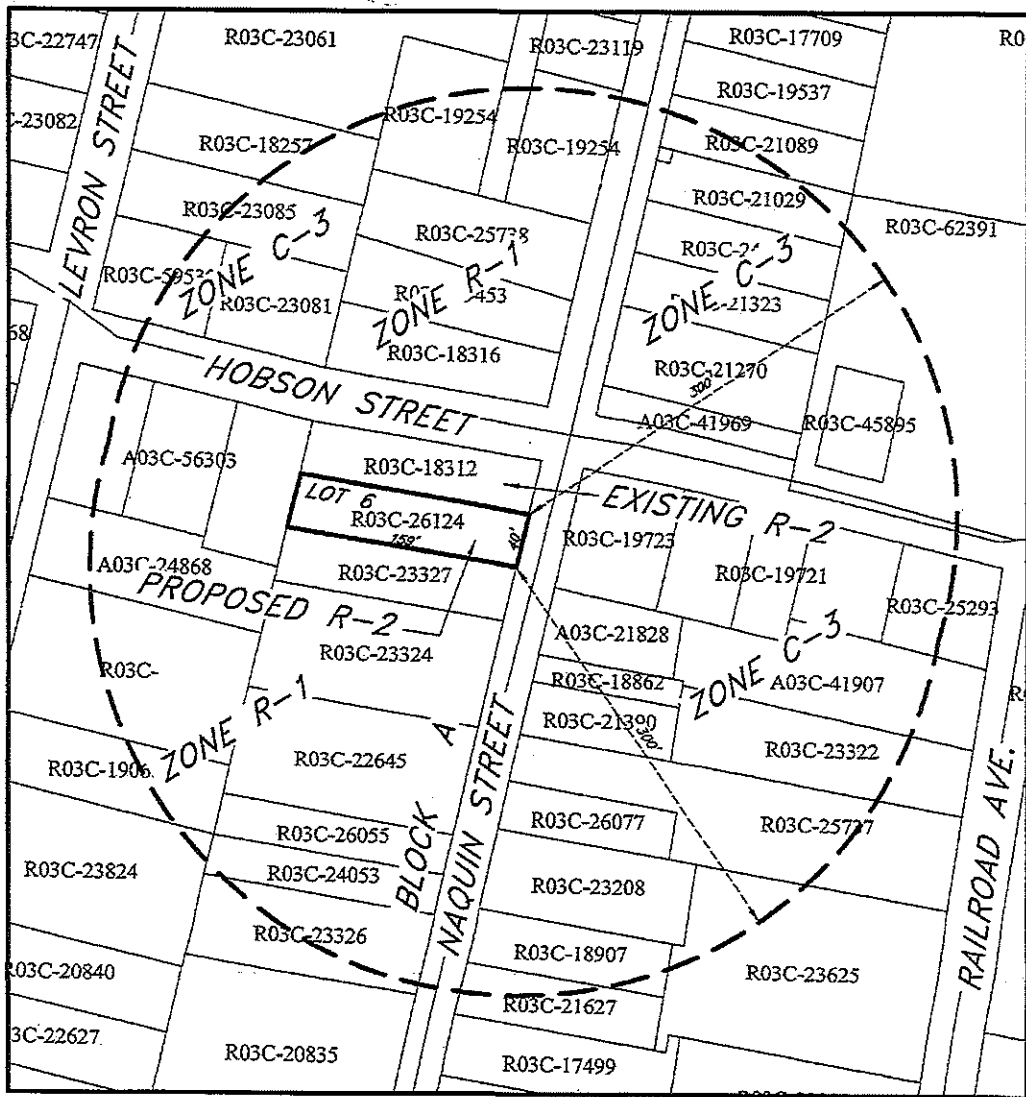
Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY TRIGGS, 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



PLAN SHOWING LOT 6 OF BLOCK A
GEORGETOWN SUBDIVISION
TO BE REZONED R-2
SECTION 6, T17S - R17E
TERREBONNE PARISH, LOUISIANA
JULY 5, 2022 SCALE: 1" = 100'



Kenneth L. Rembert
KENETH L. REMBERT, SURVEYOR
635 SCHOOL ST., HOUMA, LA.
PH. (985) 879-2782

THIS OFFICE WAS NOT FURNISHED WITH AN ABSTRACT OF THE PROPERTY THEREFORE
THIS MAP DOES NOT PURPORT TO SHOW ALL SERVITUDES, RIGHT-OF-WAYS, EASEMENTS
OR OTHER PHYSICAL OBJECTS THAT MAY AFFECT THE PROPERTY SURVEYED.



**Zoning & Land Use Commission
Staff Report**

August 18, 2022
Agenda Item F.1

LOCATION:	304 Naquin Street; Lot 6, Block "A," Georgetown Subdivision	APPLICANT:	Renee Bolden
APPROVAL REQUESTED:	Rezone from R-1 (Single-Family Residential) to R-2 (Two- Family Residential)	RECOMMENDATION:	APPROVAL TO REZONE FROM R-1 to R-2

PROPOSAL:

Rezone lot from R-1 to R-2 for the purpose of placing a double-wide mobile home.

ANALYSIS:

The Zoning Ordinance states that in order to rezone property, one of the following conditions must apply:

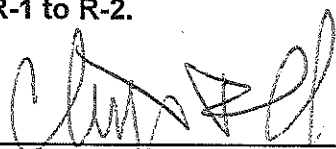
1. Error
2. Change in conditions.
3. Increase in need for sites for business or industry.
4. Subdivision of land.

Staff believes that the application fits under item 2, change in conditions. The subject property is located immediately next to an already existing R-2 (Two-Family Residential) lot owned by the same family that was rezoned in May 2015. The applicant did not move forward with the placement of a mobile home at that time, but now since Hurricane Ida, needs to replace the current home with a double-wide mobile home that will straddle both 300 & 304 Naquin Street. Due to the location of this lot adjacent to an R-2, the request is exempt from the minimum lot size requirement. The applicant will have to apply for a Special Exception from the Board of Adjustment to place the mobile home in an R-2 zoning district should the rezone be approved by the Terrebonne Parish Council.

A site visit was performed, and adjacent property owners have been notified. Staff received one call requesting more information.

RECOMMENDATION:

Staff would recommend **APPROVAL** of the rezone request from R-1 to R-2.



Christopher M. Pulaski, PLA, Director
Planning & Zoning Department
Terrebonne Parish Consolidated Government