
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Brien Pledger	Chairman
Mr. Carl Harding	Vice-Chairman
Mr. Clayton Voisin Jr.	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Mr. Daniel Babin	Member
Ms. Kim Chauvin	Member
Mr. Steve Trosclair	Member



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

AGENDA

October 28, 2024
5:45 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. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES 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. Motion to dissolve the Broadmoor Tree Committee.
2. **RESOLUTION:** Authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2024 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.
3. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana

Commission on Law Enforcement and the Administration of Criminal Justice FY 2023 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

4. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 BJAG-Task Force Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.
5. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.
6. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2025 LHSC Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.
7. **RESOLUTION:** Authorize the Parish President to Execute an Agreement for Professional HVAC Consulting Services at the Terrebonne Parish Animal Shelter between Matrix HVAC, LLC and the Terrebonne Parish Consolidated Government.
8. **RESOLUTION:** Concurring with the Parish Administration to reject the proposals received for the Request for Proposal (RFP) No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service and receive authorization to re-advertise as soon as allowable.
9. **RESOLUTION:** Rejecting all proposals submitted in response to TPCG’s Request for Proposals for Employee Benefits Producer of Record for the Year 2025.
10. Introduce an Ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

- I. 5% Budget Adjustment for Criminal Court Fund, -0-
- II. 5% Budget Adjustment for Road District #1, \$79,034
- III. 5% Budget Adjustment for Road Lighting District #2, \$23,715
- IV. 5% Budget Adjustment for Road Lighting District #3, \$5,041
- V. 5% Budget Adjustment for Road Lighting District #4, (19,664)
- VI. 5% Budget Adjustment for Road District #5, \$20,619
- VII. 5% Budget Adjustment for Road Lighting District #6, \$31,144
- VIII. 5% Budget Adjustment for Road Lighting District #7, \$37,549
- IX. 5% Budget Adjustment for Road Lighting District #8, \$7,780
- X. 5% Budget Adjustment for Road District #9, \$12,409
- XI. 5% Budget Adjustment for Road Lighting District #10, \$1,967
- XII. 5% Budget Adjustment for Juvenile Detention, \$76,691
- XIII. Criminal Justice Complex Generator, \$1,026,756
- XIV. Company Canal Miter Gate, \$500,000

and calling a public hearing on said matter on November 20, 2024 at 6:30 pm

11. Consider the introduction of an ordinance to appoint Anthony J. Alford Insurance Corporation ("Insurer") to serve as Agent of Record for Employee Life, Disability, and Other Benefits for the Year 2025 and to exercise the option to renew insurer's contract, authorizing a change to the agreement which will facilitate a more efficient method to renew for the second option term and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.
12. Consider the introduction of an ordinance to adopt Anthony J. Alford Insurance Corporation ("INSURER") to serve as Agent of Record for Employee Group Health Benefits for Medical, Dental, and Pharmacy for the Year 2025, to exercise the option to renew Insurer's contract, and to authorize the Parish President (and Designee) to enter into an amendment of that contract for the purposes of reducing the Insurer's per-insured broker fee and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.
13. To review the 2025 Proposed Budget for the following departments/agencies:
Parish Council
Council Clerk

Official Fees/Publications
City Court
District Court
Clerk of Court
Ward Court
Judicial-Other
Parish President
Communications
Registrar of Voters
Elections
Finance/Accounting
Finance/Customer Service
Legal Services
Planning Department/Code Violation/Compliance
General - Other
Coroner's Office
Parish VA Service Office
Health and Welfare
Publicity
Economic Development/other
Parish Farm Agent
Emergency Preparedness
Dedicated Emergency Fund
Sales Tax Fund
Road District #6 O&M
Road Lighting Districts
Finance/Purchasing-Warehouse
Communications/Development, IT and Marketing

14. Adjourn

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, October 28, 2024

Item Title:

Broadmoor Tree Committee

Item Summary:

Motion to dissolve the Broadmoor Tree Committee.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Broadmoor Tree Committee

PROJECT SUMMARY (200 WORDS OR LESS)
Motion to dissolve the Broadmoor Tree Committee

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

TOTAL EXPENDITURE
N/A

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

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

Clayton Voisin, Jr.

10/23/24

Signature

Date

OFFERED BY: MR. G. MICHEL
SECONDED BY: MR. J. NAVY

ORDINANCE NO. 9072

AN ORDINANCE TO AMEND ORDINANCE NOS. 4441,5171, AND 6950 AND TO ACCEPT THE CAPITAL STOCK OF STANDARD TILE AND CONCRETE COMPANY, INC.; TO LIQUIDATE SAID CORPORATION SO AS TO OBTAIN \$200,000.000 IN LIQUIDATED ASSETS IN ORDER TO ESTABLISH A DEDICATED FUND FOR THE MAINTENANCE OF THE ORIGINAL TREES PLANTED BY DEVELOPERS WITHIN BROADMOOR SUBDIVISION; TO APPOINT AND ESTBALISH THE DUTIES OF A COMMITTEE TO OVERSEE THE INTEGRITY OF THE TREES AS WELL AS SETTING TERM LIMITS FOR COMMITTEE MEMBERS; TO ADDRESS THE PROBLEMS CAUSED BY OR RELATED TO ORIGINAL TREES IN THE RIGHTS-OF-WAY AND/OR THOSE ORIGINAL TREES THAT AFFECT ADJACENT LAND OWNERS, UTILITIES, DRAINAGE, AND/OR PUBLIC HEALTH AND SAFETY; AND TO MAKE RECOMMENDATIONS AS TO PRUNING OR REMOVING TREES DUE TO DISEASE, DEATH OR OTHER PROBLEMATIC CONDITIONS THAT IN SOME MANNER AFFECT THE UTILITIES, DRAINAGE, AND/OR THE PUBLIC HEALTH AND SAFETY IN THE BROADMOOR AREA SUBDIVISION.

SECTION I

WHEREAS, the Terrebonne Parish Council has accepted a donation of funds for use in maintaining the original trees in Broadmoor Subdivision and pruning and/or removing necessary trees as the Broadmoor Tree Advisory Committee sees fit. Funds shall be expended only for work on trees that were originally planted for the subdivision by the original developer as identified in the addenda incorporated herein and attached as Exhibit A. The funds shall be expended for the maintenance of all original trees as identified in the addenda, which-affect the rights-of-way and/or adjacent land owners' utilities, drainage, or public health and safety. The funds may also be used for work on trees in the rights of way that extend over private property when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, and with an express grant of the right of access to said private property from the homeowner.

SECTION II

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

A. The Terrebonne Parish Consolidated Government accepted the following donation from Mr. and Mrs. Madison L. Funderburk:

- 1) All capital stock of Standard Tile & Concrete Company, Inc., which was liquidated, and a certain amount of cash donated by Mr. and Mrs. M. L. Funderburk, which provided a cash fund of \$200,000.00 for the maintenance of all original trees identified in the addenda that were originally planted by the developer on rights-of-way in Broadmoor Subdivision on which the trees are located and/or those original trees that affect adjacent land owners' utilities, drainage, or public health and safety, including the pruning and/or removal of trees within said rights-of-way which are diseased, dead or involve other problematic conditions which in some way are affecting the utilities, drainage, and/or the public health or safety, as determined by the Broadmoor Tree Advisory Committee. Funds may also be expended for work on trees when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, and with an express grant of the right of access to said private property from the homeowner. Said area to incorporate Broadmoor Subdivision and all of its addendums and streets, those streets believed to be:

Kenney Street

Funderburk Avenue

Mire Street

Collins Street
Broadmoor Avenue
HMS Drive
"J" Circle
"K" Street and Circle
"A" Street
"B" Street
"C" Street
"D" Street
"E" Street
Alma Street
"G" Street

- B. The Terrebonne Parish Consolidated Government shall establish a dedicated fund with the money received from the liquidation of Standard Tile & Concrete Company, Inc, and the cash received from Mr. and Mrs. Madison L. Funderburk. These funds and any interest accrued from the funds shall be kept in a separate account and shall be exclusively used for the maintenance of the rights-of-way in Broadmoor Subdivision as said rights-of-way are affected by trees, including pruning and removal of said trees and repair of any public facilities, including, but not limited to streets, water lines, gas lines, sewer lines, and related utilities which may be damaged by said trees within the Parish rights-of-way and is further set forth herein this amended ordinance
- C. An Advisory Committee, hereby named the "Broadmoor Tree Advisory Committee," shall be created to oversee the integrity of the rights-of-way in Broadmoor Subdivision and the integrity of the trees as they affect the said rights-of-way in Broadmoor Subdivision.
- 1) The seven-member committee shall be composed of the Council Member representing Broadmoor Subdivision, a representative of the Vegetation Department of the Terrebonne Parish Consolidated Government, four representatives recommended by the Council Member representing Broadmoor Subdivision, who shall be residents of the subdivision, and an at-large member to be appointed by the Terrebonne Parish Council from any resident of Terrebonne Parish.

The committee shall meet at least twice a year and may meet as often as they wish. Committee members cannot miss two consecutive meetings. All committee meetings shall be public, with notice to the Terrebonne Parish Council at least forty-eight (48) hours in advance. The duties of the committee shall include, but not be limited to, the following:

- a) To listen to the comments, complaints and concerns of the residents of Broadmoor Subdivision with respect to the rights-of-way and problems caused by or related to the original trees and/or adjacent land owners, utilities, drainage, or public health and safety. If a property owner wishes to utilize the funds to pay for the removal and/or pruning of the trees, the individual(s) must make their request known to the committee, expressing the reason for the request that the tree is in some manner affecting the rights-of way and/or adjacent land owner's utilities, drainage, or public health and safety. If the sole complaint is that the tree is diseased or dead then verification by a licensed arborist and/or LSU Ag Center Personnel is needed before action can be taken.
- b) To generally oversee the integrity and well-being of the trees mentioned in Section A(1) and to specifically decide if the trees are either dead, diseased or in some manner problematic and affecting

public utilities and/or threatening the health or safety of the general public, should be pruned and/or removed. The Committee shall further decide if any public facilities, including, but not limited to any streets, water lines, gas lines, sewer lines, drainage, and related utilities which may have been damaged by said trees, within the Parish rights-of-way and deemed necessary by Parish Public Works personnel should be repaired. Funds may be expended for work on trees on the rights-of-way that extend over private property when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, or if there is a negative effect to the rights-of-way and/or adjacent land owner's utilities, drainage, or public health and safety, and with an express grant of the right of access to said private property from the homeowner.

- c) To make recommendations with respect to the above to Parish Council; and,
- d) Any other duties so assigned by the Council.

It is clearly understood that any recommendations of the Advisory Committee with respect to the expenditure of funds from the dedicated fund shall be ratified by the Council. Minutes of all meetings shall be taken and provided to the Council.

2) Term Limits

- a) The term limits of the representatives appointed by the Council representing Broadmoor Subdivision and the at large member shall be three years except for the initial terms, which shall be as follows: one representative shall serve an initial term of one year, two an initial term of two years, and two an initial term three years, all as determined by lot at the first meeting of the board. Subsequent to the initial appointment, each term shall be for three years, but no member shall serve a term longer than permitted by Louisiana Revised Statute 42:3.
- b) A vacancy in an unexpired term shall be filled for the remainder of the term in the manner of the original appointment.

SECTION III

In the event of an emergency situation, the Parish Administration shall assume responsibility for taking the appropriate action with respect to the trees mentioned in Section A(1), which may require the expenditure of funds from the fund.

SECTION IV

It is understood that Terrebonne Parish Consolidated Government shall not own any of the subject trees or strips of land previously reserved by the owners and/or developers of Broadmoor Subdivision (it has been determined that subject to any recorded easements, rights-of-way and restrictive covenants, the individual landowner in the areas mentioned in Section A(1) maintains fee title or naked ownership of his land including fee title, where applicable, to the land encompassing the utility right-of-way and ownership of the trees). It is further understood that the sole shareholder of Standard Tile and Concrete Company, Inc., Madison L. Funderburk, and where applicable his wife, Juanita Wallis Funderburk, will warrant and represent that there are no claims threatened or pending against the subject corporation and in the event any suits, judgements, tax liens or any other claims should be filed arising out of the Funderburks' ownership of said stock, that the said Madison L. Funderburk will guarantee the payment of same and will indemnify Terrebonne Parish Consolidated Government from any claim of the payment of any claim.

SECTION V

When the Chief Financial Officer for the Terrebonne Parish Consolidated Government certifies that the cash fund is depleted, this amended ordinance and Ordinance

Nos. 4441, 5171, and 6950 shall terminate in full. Terrebonne Parish Consolidated Government shall no longer have any responsibilities pursuant to those within this ordinance other than those responsibilities which they might otherwise have pursuant to law.

SECTION VI

This ordinance and the donation contemplated hereby is passed with the understanding that Standard Tile and Concrete Company, Inc. does not own any of the trees in question or any strips of land on which said trees are located or, for that matter, any other real estate within Broadmoor Subdivision or any of its addendums.

SECTION VII

If any word, clause, phrase, section or other portion of this ordinance is in conflict with Chapter 2, Article XVII of the Terrebonne Parish Code, this amended ordinance shall govern. This ordinance shall not affect permitting.

SECTION VIII

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

SECTION IX

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:

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

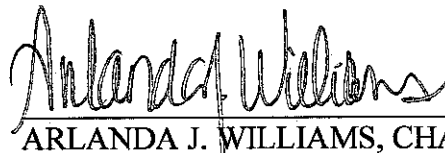
NAYS: None.

NOT VOTING: None.

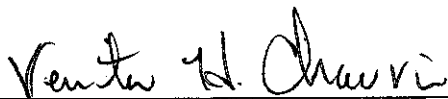
ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 24th day of July 2019.



ARLANDA J. WILLIAMS, CHAIRWOMAN
TERREBONNE PARISH COUNCIL



VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

7/25/19 11:30 a.m. vhc

Approved Gordon E. Dove Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

7/29/19 9:55 a.m. vhc

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on July 24, 2019, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 29th DAY OF JULY 2019.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
FUNDERBURK AVE.	100	1	LIVE OAK		
FUNDERBURK AVE.	101	1	LIVE OAK	removed 1 live oak root rot	
FUNDERBURK AVE.	102	0	LIVE OAK		
FUNDERBURK AVE.	103	1	LIVE OAK		
FUNDERBURK AVE.	104	1	LIVE OAK		
FUNDERBURK AVE.	105	1	LIVE OAK		
FUNDERBURK AVE.	106	1	LIVE OAK		
FUNDERBURK AVE.	107	0	LIVE OAK		
FUNDERBURK AVE.	108	2	LIVE OAK		
FUNDERBURK AVE.	109	1	LIVE OAK		
FUNDERBURK AVE.	110	1	LIVE OAK		
FUNDERBURK AVE.	119	1	LIVE OAK		
FUNDERBURK AVE.	200	1	LIVE OAK		
FUNDERBURK AVE.	201	1	LIVE OAK		
FUNDERBURK AVE.	202	1	LIVE OAK		
FUNDERBURK AVE.	203	1	LIVE OAK	removed 1 4/11	
FUNDERBURK AVE.	204	2	LIVE OAK		
FUNDERBURK AVE.	205	1	LIVE OAK		
FUNDERBURK AVE.	206	0	LIVE OAK		
FUNDERBURK AVE.	207	1	LIVE OAK		
FUNDERBURK AVE.	208	1	LIVE OAK		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
FUNDERBURK AVE.	601		LIVE OAK	house gate/600 Kennay owns lot.	
FUNDERBURK AVE.	602	1	LIVE OAK		
FUNDERBURK AVE.	603	1	LIVE OAK		
FUNDERBURK AVE.	604	2	LIVE OAK		
FUNDERBURK AVE.	605	1	LIVE OAK		
FUNDERBURK AVE.	607	1	LIVE OAK		
FUNDERBURK AVE.	608	2	LIVE OAK		
FUNDERBURK AVE.	609	1	LIVE OAK		
FUNDERBURK AVE.	611	1	LIVE OAK		
FUNDERBURK AVE.	700	1	LIVE OAK	1 removed	
FUNDERBURK AVE.	701	2	LIVE OAK		
FUNDERBURK AVE.	703	1	LIVE OAK		
FUNDERBURK AVE.	704	1	LIVE OAK		
FUNDERBURK AVE.	705	1	LIVE OAK		
FUNDERBURK AVE.	706	2	LIVE OAK		
FUNDERBURK AVE.	707	1	LIVE OAK		
FUNDERBURK AVE.	708	0	LIVE OAK		
FUNDERBURK AVE.	709	1	LIVE OAK		
FUNDERBURK AVE.	710	1	LIVE OAK		
FUNDERBURK AVE.	711	1	LIVE OAK		
FUNDERBURK AVE.	712	2	LIVE OAK		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
FUNDERBURK AVE.	809	1	LIVE OAK		
FUNDERBURK AVE.	810	0	LIVE OAK		
FUNDERBURK AVE.	811	1	LIVE OAK		
FUNDERBURK AVE.	812	1	LIVE OAK		
FUNDERBURK AVE.	813	1	LIVE OAK		
FUNDERBURK AVE.	814	2	LIVE OAK		
FUNDERBURK AVE.	815	1	LIVE OAK		
FUNDERBURK AVE.	816	1	LIVE OAK		
	TOTAL	100			
BROADMOOR AVE.	200	2	LIVE OAK		
BROADMOOR AVE.	201	2	LIVE OAK	none	plnes
BROADMOOR AVE.	203	0	LIVE OAK		
BROADMOOR AVE.	204	2	LIVE OAK		
BROADMOOR AVE.	205	2	LIVE OAK		
BROADMOOR AVE.	206	0	LIVE OAK		
BROADMOOR AVE.	207	1	LIVE OAK		
BROADMOOR AVE.	208	1	LIVE OAK		
BROADMOOR AVE.	209	1	LIVE OAK		
BROADMOOR AVE.	210	0	LIVE OAK		
BROADMOOR AVE.	211	1	LIVE OAK		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
BROADMOOR AVE.	409	1	LIVE OAK		
BROADMOOR AVE.	500	2	LIVE OAK		
BROADMOOR AVE.	501	1	LIVE OAK		
BROADMOOR AVE.	502	0	LIVE OAK		
BROADMOOR AVE.	503	2	LIVE OAK		
BROADMOOR AVE.	504	2	LIVE OAK		
BROADMOOR AVE.	505	1	LIVE OAK		
BROADMOOR AVE.	506	1	LIVE OAK		
BROADMOOR AVE.	507	1	LIVE OAK		
BROADMOOR AVE.	508	1	LIVE OAK		
BROADMOOR AVE.	509	1	LIVE OAK		
BROADMOOR AVE.	510	1	LIVE OAK		
BROADMOOR AVE.	511	2	LIVE OAK		
BROADMOOR AVE.	512	1	LIVE OAK		
BROADMOOR AVE.	514	1	LIVE OAK		
BROADMOOR AVE.	517	0	LIVE OAK		
BROADMOOR AVE.	601	2	LIVE OAK		
BROADMOOR AVE.	606	1	LIVE OAK		
BROADMOOR AVE.	607	1	LIVE OAK		
BROADMOOR AVE.	608	1	LIVE OAK		
BROADMOOR AVE.	609	1	LIVE OAK		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
BROADMOOR AVE.	718	0	LIVE OAK		
BROADMOOR AVE.	719	0	LIVE OAK		
BROADMOOR AVE.	720	2	LIVE OAK		
BROADMOOR AVE.	721	1	LIVE OAK		
BROADMOOR AVE.	722	1	LIVE OAK		
BROADMOOR AVE.	723	1	LIVE OAK		
BROADMOOR AVE.	724	1	LIVE OAK		
BROADMOOR AVE.	725	1	LIVE OAK		
BROADMOOR AVE.	800	1	LIVE OAK		
BROADMOOR AVE.	801	1	LIVE OAK		
BROADMOOR AVE.	802	1	LIVE OAK		
BROADMOOR AVE.	803	2	LIVE OAK		
BROADMOOR AVE.	804	2	LIVE OAK		
BROADMOOR AVE.	806	1	LIVE OAK		
BROADMOOR AVE.	900	2	LIVE OAK		
BROADMOOR AVE.	901	1	LIVE OAK		
BROADMOOR AVE.	902	1	LIVE OAK		
BROADMOOR AVE.	903	0	LIVE OAK	removed 5/11	
BROADMOOR AVE.	904	1	LIVE OAK		
BROADMOOR AVE.	905	1	LIVE OAK		
BROADMOOR AVE.	906	1	LIVE OAK		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
MIRE STREET	207	0	PINES		
MIRE STREET	209	0	PINES	REMD/2 (2009)	
MIRE STREET	210	0	PINES	REMOVED	
MIRE STREET	300	0	PINES		
MIRE STREET	301	0	PINES		
MIRE STREET	303	0	PINES	REMD/1 REMD/1 (2009)	
MIRE STREET	304	0	PINES		
MIRE STREET	306	0	PINES	REMD/1	
MIRE STREET	307	0	PINES	REMOVED	
MIRE STREET	308	0	PINES	REMD/1	
MIRE STREET	309	0	PINES	REMOVED	
MIRE STREET on C St.	400	2	PINES		
MIRE STREET	401	0	PINES	REMOVED	
MIRE STREET	402	0	PINES	REMOVED	
MIRE STREET	403	0	PINES	REMOVED	
MIRE STREET	404	0	PINES	REMOVED	
MIRE STREET	405	0	PINES	REMOVED	
MIRE STREET	409	0	PINES		
MIRE STREET	410	0	PINES	REMOVED	
MIRE STREET	500	0	PINES	REMD/2 (2009)	
MIRE STREET	501	0	PINES	REMOVED	

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
MIRE STREET	701	0	CYPRESS	1 removed	
MIRE STREET	702	0	CYPRESS	removed	
MIRE STREET	703	0	CYPRESS	REMOVED	
MIRE STREET	705	0	CYPRESS	REMOVED	
MIRE STREET	706	0	CYPRESS	REMOVED	
MIRE STREET	707	0	CYPRESS		
MIRE STREET	708	1	CYPRESS		
MIRE STREET	709	0	CYPRESS		
MIRE STREET	710	0	CYPRESS		
MIRE STREET	711	0	CYPRESS		
MIRE STREET	712	2	CYPRESS		
MIRE STREET	713	0	CYPRESS		
MIRE STREET	714	0	CYPRESS	REMOVED	
MIRE STREET	715	0	CYPRESS	REMOVED	
MIRE STREET	716	0	CYPRESS	REMD/1	
MIRE STREET	717	0	CYPRESS	REMD/1	
MIRE STREET	718	0	CYPRESS	removed 1 cypress lightning damage	
MIRE STREET	719	0	CYPRESS		
MIRE STREET	720	0	CYPRESS	REMD/1 REMD/1 (2010)	
MIRE STREET	721	0	CYPRESS		
MIRE STREET	722	0	CYPRESS	removed 2 Cypress trees 8/2010	

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
HMS CIRCLE	#6	0	PINES	REMOVED	
HMS CIRCLE	#7	0	PINES	REMOVED	
HMS CIRCLE	#8	0	PINES	REMOVED	2
HMS CIRCLE	#10	0	PINES	REMOVED	2
HMS CIRCLE	#12	0	PINES	REMOVED2	
HMS CIRCLE	#14	0	PINES		
HMS CIRCLE	#15	0	PINES		
HMS CIRCLE	#16	0	PINES		
HMS CIRCLE	#17	0	PINES	REMOVED	4
HMS CIRCLE	#18	0	PINES		
HMS CIRCLE	#19	0	PINES	REMOVED	1
HMS CIRCLE	#20	0	PINES	removed/2	
HMS CIRCLE	#21	0	PINES		
HMS CIRCLE	#22	0	PINES	REMOVED	
HMS CIRCLE	#23	0	PINES	REMOVED	2
HMS CIRCLE	#24	0	PINES	REMOVED	1
HMS CIRCLE	#25	0	PINES	removed 1 pine sidewalk damage	
HMS CIRCLE	#26	0	PINES	REMOVED	
HMS CIRCLE	#28	0	PINES		
HMS CIRCLE	#30	0	PINES	REMDY1	
HMS CIRCLE	#31	0	PINES	REMOVED	

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
J COURT	#2	1	CYPRESS		
J COURT	#3	0	CYPRESS	REMOVED	
J COURT	#4	0	CYPRESS		
J COURT	#5	0	CYPRESS		
J COURT	#6	0	CYPRESS		
J COURT	#7	0	CYPRESS		
J COURT	#8	0	CYPRESS		
J COURT	#9	2	CYPRESS		
J COURT	#10	0	CYPRESS	REMOVED	
J COURT	#11	0	CYPRESS	removed 1 cypress lightning damage	
J COURT	#12	0	CYPRESS	REMOVED	
	TOTAL	6			
KENNEY STREET	97	1	MAGNOLIA		
KENNEY STREET	99	1	MAGNOLIA		
KENNEY STREET	100	1	MAGNOLIA		
KENNEY STREET	101	0	MAGNOLIA		
KENNEY STREET	102	1	MAGNOLIA		
KENNEY STREET	103	0	MAGNOLIA		
KENNEY STREET	104	0	MAGNOLIA	REMD/1 (2009)-remd/1 (2018)	
KENNEY STREET	105	0	MAGNOLIA		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
KENNEY STREET	507	0	MAGNOLIA		
KENNEY STREET	508	0	MAGNOLIA	REMOVED	1
KENNEY STREET	509	0	MAGNOLIA		
KENNEY STREET	513	0	MAGNOLIA		
KENNEY STREET	515	0	MAGNOLIA	REMD/1 (2009)	
KENNEY STREET	600	0	MAGNOLIA	REMOVED	1
KENNEY STREET	601	0	MAGNOLIA	REMOVED	1
KENNEY STREET	603	0	MAGNOLIA		
KENNEY STREET	604	0	MAGNOLIA		
KENNEY STREET	605	1	MAGNOLIA		
KENNEY STREET	606	0	MAGNOLIA		
KENNEY STREET	607	1	MAGNOLIA		
KENNEY STREET	608	2	MAGNOLIA	REMD/1	
KENNEY STREET	609	1	MAGNOLIA		
KENNEY STREET	700	1	MAGNOLIA		
KENNEY STREET	701	0	MAGNOLIA		
KENNEY STREET	703	2	MAGNOLIA		
KENNEY STREET	704	1	MAGNOLIA		
KENNEY STREET	705	0	MAGNOLIA		
KENNEY STREET	706	0	MAGNOLIA		
KENNEY STREET	707	1	MAGNOLIA		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
KENNEY STREET	803	0	MAGNOLIA		
KENNEY STREET	804	1	MAGNOLIA		
KENNEY STREET	805	2	MAGNOLIA		
KENNEY STREET	806	0	MAGNOLIA	remd/1 (2018)	
KENNEY STREET	807	0	MAGNOLIA		
KENNEY STREET	808	0	MAGNOLIA	REMD/1 (2014)	
KENNEY STREET	809	1	MAGNOLIA		
KENNEY STREET	810	0	MAGNOLIA		
KENNEY STREET	811	0	MAGNOLIA	removed	1
KENNEY STREET	812	0	MAGNOLIA		
KENNEY STREET	813	1	MAGNOLIA		
KENNEY STREET	814	0	MAGNOLIA		
KENNEY STREET	816	1	MAGNOLIA	removed 3 mag. removed 1 cypress	3 cyp. left
KENNEY STREET	901	0	MAGNOLIA		
KENNEY STREET	903	0	MAGNOLIA		
KENNEY STREET	905	0	MAGNOLIA		
KENNEY STREET	907	0	MAGNOLIA		
KENNEY STREET	909	0	MAGNOLIA		
KENNEY STREET	911	0	MAGNOLIA		
KENNEY STREET	913	0	MAGNOLIA		
KENNEY STREET	915	0	MAGNOLIA		

TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
CR/O/F 209 FUNDERBURK @	B STREET	0	PINES	REMD/4	
	TOTAL	0			
CR/O/F 401 MIRE ST. @	C STREET	0	PINES	REMD/2	
CR/O/F 309 MIRE ST. @	C STREET	0	PINES	REMD/1	
CR/O/F 308 FUNDERBURK	C STREET	0	PINES	remd/3	
CR/O/F 309 MIRE ST. @	C STREET	0	PINE		
CR/O/F 400 FUNDERBURK	C STREET	0	PINES		
	TOTAL	0			
CR/O/F 501 BROADMOOR @	D ST.	0	CYPRESS		
CR/O/F 500 COLLINS ST. @	D ST.	3	CYPRESS	REMD/1	
CR/O/F 406 COLLINS ST. @	D ST.	3	CYPRESS		
CR/O/F 410 MIRE ST. @	D ST.	0	PINE	REMD/5	
CR/O/F 408 FUNDERBURK @	D ST.	0	PINES	REMD/2	
CR/O/F 500 KENNEY ST. @	D ST.	2	CYPRESS		
	TOTAL	5			
CR/O/F 508 KENNEY ST. @	E STREET	0	CYPRESS	removed/3 on 8/2010	
CR/O/F 507 FUNDERBURK @	E STREET	0	CYPRESS	REMD/2 removed 3 on 8/2010	
CR/O/F 508 FUNDERBURK @	E STREET	0	CYPRESS	removed/3 on 8/2010	

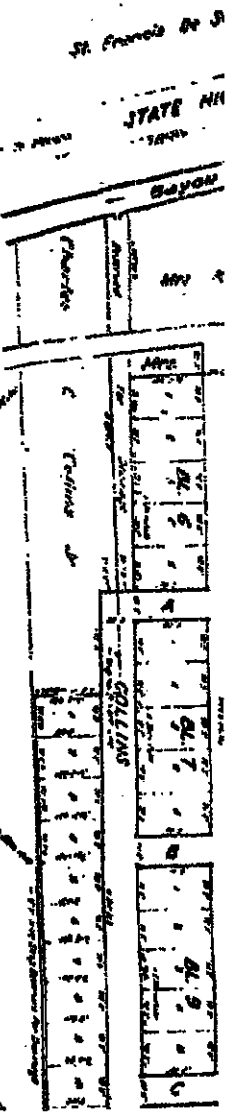
TERREBONNE PARISH INVENTORY OF TREES IN BROADMOOR SUBDIVISION

STREET NAME	ADDRESS	# OF TREES	TYPE OF TREE		
804 Collins St.		1	Live oak		
CR/OF 800 Mire St. ST. @	Collins St.	10	PINES		
CR/OF 724 COLLINS ST. @	G STREET	1	Live oak		
CR/OF 725 BROADMOOR @	G STREET	0	CYPRESS		
CR/OF 801 BROADMOOR @	G STREET	2	CYPRESS		
	TOTAL	26			
Cr/of Broadmoor @ 816	Funderburk	0	cypress	REMOVED 1 / removed 3- 8/2010	
Cr/of Broadmoor @ 815	Funderburk	2	cypress		
Cr/of Broadmoor @ 816	Kanney	0	cypress	REMOVED 1 / removed 3- 8/2010	
	TOTAL	2			
	TOTAL	338		24 trees removed in 2004 and 12 trees removed	

John S. [unclear]
Clerk

Map No. 562

SECTION 37, TOWNSHIP 35N, R. 10E,
COUNTY OF [unclear] STATE OF [unclear]
The following is a description of the land shown on the
above map, as the same is owned by [unclear] and
is subject to a mortgage in favor of [unclear] and
is being offered for sale by the [unclear] of the
County of [unclear] State of [unclear] at the
public sale of land to be held at the Court House
in the City of [unclear] State of [unclear] on
the 1st day of [unclear] 19[unclear] at 10 o'clock
A.M. of that day.



Witness my hand and seal of office this 1st day of [unclear] 19[unclear] at [unclear] in the County of [unclear] State of [unclear].

John S. [unclear]
Clerk

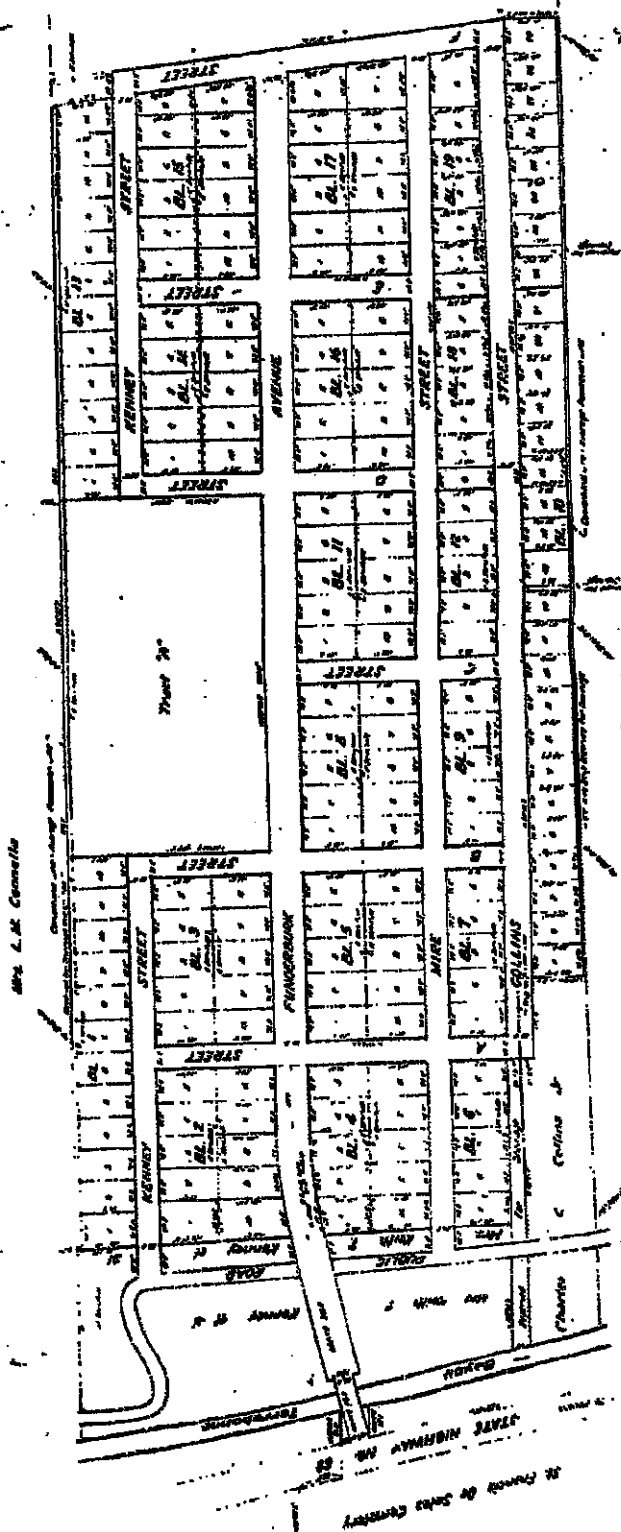
1000

BROADMOOR

17/2 218

NO. 136576
MAP NO. 562

FILE FOR RECORD



50/100

Mrs. L. M. Connelley

Edna Thomas Present

M. Council of South County

NOTICE OF PUBLIC HEARINGS

The Terrebonne Parish Council has scheduled public hearings on Wednesday, July 24, 2019 at *6:30 p.m. in the Council Meeting Room on the second floor of the Government Tower, 8026 Main Street. The purpose of these public hearings is to obtain public input on proposed documents that are being published by titles below:

JULY 24, 2019

6:30 P.M.:

AN ORDINANCE THAT WILL AMEND ORDINANCE NOS. 4441, 5171, AND 6950 THAT ACCEPTING FUNDING AND ESTABLISHED A DEDICATED FUND FOR THE MAINTENANCE OF TREES PLANTED BY THE ORIGINAL DEVELOPER WITHIN BROADMOOR SUBDIVISION AND ESTABLISHED A COMMITTEE TO OVERSEE THE INTEGRITY OF THE TREES, TO UPDATE THE ORDINANCE

AN ORDINANCE THAT WILL DESIGNATE THAT PORTION OF THE WEST SIDE OF ROUSSELL FROM IT INTERSECTION OF MAIN STREET TO THE REAR OF THE CURRENT STRUCTURE LOCATED AND 7887 AND 7889 MAIN STREET AS A "30-MINUTE LOADING/UNLOADING ZONE"; AND TO ESTABLISH A "NO PARKING ZONE" ON THE WEST SIDE OF ROUSSELL STREET EXTENDING FROM THE REAR OF THE CURRENT STRUCTURE LOCATED AT 7887 AND 7889 MAIN STREET TO THE INTERSECTION OF PARK AVENUE AND ON THE EAST SIDE OF ROUSSELL STREET EXTENDING FROM THE INTERSECTION OF MAIN STREET TO THE INTERSECTION OF PARK AVENUE INCLUDING THE ROUSSELL STREET BRIDGE

AN ORDINANCE AMENDING THE 2019 BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT SO AS TO ADJUST THE 2019 ADOPTED BEGINNING FUND BALANCES AND THE NET POSITIONS TO ACTUAL AS PER THE 2018 AUDITED FINANCIAL STATEMENTS

AN ORDINANCE THAT WILL AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HELIO FOUNDATION TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTIES LOCATED AT 108 LOUISE STREET IN HOUMA, LOUISIANA (TAX ACCOUNT #18191)

AN ORDINANCE TO DECLARE CERTAIN PROPERTIES ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF CERTAIN ADJUDICATED PROPERTIES

For a copy of the proposed documents, contact the Council Office during regular business hours (8:00 a.m. – 4:30 p.m., 873-6519). For additional information, you may also view the Parish Web Page at tpcg.org.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

MINUTES OF THE TERREBONNE PARISH COUNCIL
REGULAR SESSION OF JULY 24, 2019

The Chairwoman recognized the public for comments on the following:

A. A proposed ordinance that will amend Ordinance Nos. 4441, 5171, and 6950 that accepted funding and established a dedicated fund for the maintenance of trees planted by the original developer within Broadmoor Subdivision and established a committee to oversee the integrity of the trees, to update the ordinance.

There were no comments from the public on the proposed ordinance.

Mr. G. Michel moved, seconded by Mr. J. Navy, "THAT the Council close the aforementioned public hearing."

The Chairwoman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

OFFERED BY: MR. G. MICHEL

SECONDED BY: MR. J. NAVY

ORDINANCE NO. 9072

AN ORDINANCE TO AMEND ORDINANCE NOS. 4441,5171, AND 6950 AND TO ACCEPT THE CAPITAL STOCK OF STANDARD TILE AND CONCRETE COMPANY, INC.; TO LIQUIDATE SAID CORPORATION SO AS TO OBTAIN \$200,000.000 IN LIQUIDATED ASSETS IN ORDER TO ESTABLISH A DEDICATED FUND FOR THE MAINTENANCE OF THE ORIGINAL TREES PLANTED BY DEVELOPERS WITHIN BROADMOOR SUBDIVISION; TO APPOINT AND ESTBALISH THE DUTIES OF A COMMITTEE TO OVERSEE THE INTEGRITY OF THE TREES AS WELL AS SETTING TERM LIMITS FOR COMMITTEE MEMBERS; TO ADDRESS THE PROBLEMS CAUSED BY OR RELATED TO ORIGINAL TREES IN THE RIGHTS-OF-WAY AND/OR THOSE ORIGINAL TREES THAT AFFECT ADJACENT LAND OWNERS, UTILITIES, DRAINAGE, AND/OR PUBLIC HEALTH AND SAFETY; AND TO MAKE RECOMMENDATIONS AS TO PRUNING OR REMOVING TREES DUE TO DISEASE, DEATH OR OTHER PROBLEMATIC CONDITIONS THAT IN SOME MANNER AFFECT THE UTILITIES, DRAINAGE, AND/OR THE PUBLIC HEALTH AND SAFETY IN THE BROADMOOR AREA SUBDIVISION.

SECTION I

WHEREAS, the Terrebonne Parish Council has accepted a donation of funds for use in maintaining the original trees in Broadmoor Subdivision and pruning and/or removing necessary trees as the Broadmoor Tree Advisory Committee sees fit. Funds shall be expended only for work on trees that were originally planted for the subdivision by the original developer as identified in the addenda incorporated herein and attached as Exhibit A. The funds shall be expended for the maintenance of all original trees as identified in the addenda, which-affect the rights-of-way and/or adjacent land owners' utilities, drainage, or public health and safety. The funds may also be used for work on trees in the rights of way that extend over private property when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, and with an express grant of the right of access to said private property from the homeowner.

SECTION II

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

A. The Terrebonne Parish Consolidated Government accepted the following donation from Mr. and Mrs. Madison L. Funderburk:

- 1) All capital stock of Standard Tile & Concrete Company, Inc., which was liquidated, and a certain amount of cash donated by Mr. and Mrs. M. L. Funderburk, which provided a cash fund of \$200,000.00 for the maintenance of all original trees identified in the addenda that were originally planted by the developer on rights-of-way in Broadmoor Subdivision on which the trees are located and/or those original trees that affect adjacent land owners' utilities, drainage, or public health and safety, including the pruning and/or removal of trees within said rights-of-way which are diseased, dead or involve other problematic conditions which in some way are affecting the utilities, drainage, and/or the public health or safety, as determined by the Broadmoor Tree Advisory Committee. Funds may also be expended for work on trees when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, and with an express grant of the right of access to said private property from the homeowner. Said area to incorporate Broadmoor Subdivision and all of its addendums and streets, those streets believed to be:

Kenney Street
Funderburk Avenue
Mire Street
Collins Street
Broadmoor Avenue
HMS Drive
"J" Circle
"K" Street and Circle
"A" Street
"B" Street
"C" Street
"D" Street
"E" Street
Alma Street
"G" Street

B. The Terrebonne Parish Consolidated Government shall establish a dedicated fund with the money received from the liquidation of Standard Tile & Concrete Company, Inc, and the cash received from Mr. and Mrs. Madison L. Funderburk. These funds and any interest accrued from the funds shall be kept in a separate account and shall be exclusively used for the maintenance of the rights-of-way in Broadmoor Subdivision as said rights-of-way are affected by trees, including pruning and removal of said trees and repair of any public facilities, including, but not limited to streets, water lines, gas lines, sewer lines, and related utilities which may be damaged by said trees within the Parish rights-of-way and is further set forth herein this amended ordinance

C. An Advisory Committee, hereby named the "Broadmoor Tree Advisory Committee," shall be created to oversee the integrity of the rights-of-way in Broadmoor Subdivision and the integrity of the trees as they affect the said rights-of-way in Broadmoor Subdivision.

MINUTES OF THE TERREBONNE PARISH COUNCIL
REGULAR SESSION OF JULY 24, 2019

- 1) The seven-member committee shall be composed of the Council Member representing Broadmoor Subdivision, a representative of the Vegetation Department of the Terrebonne Parish Consolidated Government, four representatives recommended by the Council Member representing Broadmoor Subdivision, who shall be residents of the subdivision, and an at-large member to be appointed by the Terrebonne Parish Council from any resident of Terrebonne Parish.

The committee shall meet at least twice a year and may meet as often as they wish. Committee members cannot miss two consecutive meetings. All committee meetings shall be public, with notice to the Terrebonne Parish Council at least forty-eight (48) hours in advance. The duties of the committee shall include, but not be limited to, the following:

- a) To listen to the comments, complaints and concerns of the residents of Broadmoor Subdivision with respect to the rights-of-way and problems caused by or related to the original trees and/or adjacent land owners, utilities, drainage, or public health and safety. If a property owner wishes to utilize the funds to pay for the removal and/or pruning of the trees, the individual(s) must make their request known to the committee, expressing the reason for the request that the tree is in some manner affecting the rights-of way and/or adjacent land owner's utilities, drainage, or public health and safety. If the sole complaint is that the tree is diseased or dead then verification by a licensed arborist and/or LSU Ag Center Personnel is needed before action can be taken.
- b) To generally oversee the integrity and well-being of the trees mentioned in Section A(1) and to specifically decide if the trees are either dead, diseased or in some manner problematic and affecting public utilities and/or threatening the health or safety of the general public, should be pruned and/or removed. The Committee shall further decide if any public facilities, including, but not limited to any streets, water lines, gas lines, sewer lines, drainage, and related utilities which may have been damaged by said trees, within the Parish rights-of-way and deemed necessary by Parish Public Works personnel should be repaired. Funds may be expended for work on trees on the rights-of-way that extend over private property when deemed necessary to maintain the integrity of the tree by a licensed arborist and/or LSU Ag Center Personnel, when consistent with the intent of the original donation, or if there is a negative effect to the rights-of-way and/or adjacent land owner's utilities, drainage, or public health and safety, and with an express grant of the right of access to said private property from the homeowner.
- c) To make recommendations with respect to the above to Parish Council; and,
- d) Any other duties so assigned by the Council.

It is clearly understood that any recommendations of the Advisory Committee with respect to the expenditure of funds from the dedicated fund shall be ratified by the Council. Minutes of all meetings shall be taken and provided to the Council.

- 2) Term Limits

- a) The term limits of the representatives appointed by the Council representing Broadmoor Subdivision and the at large member shall be

MINUTES OF THE TERREBONNE PARISH COUNCIL
REGULAR SESSION OF JULY 24, 2019

three years except for the initial terms, which shall be as follows: one representative shall serve an initial term of one year, two an initial term of two years, and two an initial term three years, all as determined by lot at the first meeting of the board. Subsequent to the initial appointment, each term shall be for three years, but no member shall serve a term longer than permitted by Louisiana Revised Statute 42:3.

- b) A vacancy in an unexpired term shall be filled for the remainder of the term in the manner of the original appointment.

SECTION III

In the event of an emergency situation, the Parish Administration shall assume responsibility for taking the appropriate action with respect to the trees mentioned in Section A(1), which may require the expenditure of funds from the fund.

SECTION IV

It is understood that Terrebonne Parish Consolidated Government shall not own any of the subject trees or strips of land previously reserved by the owners and/or developers of Broadmoor Subdivision (it has been determined that subject to any recorded easements, rights-of-way and restrictive covenants, the individual landowner in the areas mentioned in Section A(1) maintains fee title or naked ownership of his land including fee title, where applicable, to the land encompassing the utility right-of-way and ownership of the trees). It is further understood that the sole shareholder of Standard Tile and Concrete Company, Inc., Madison L. Funderburk, and where applicable his wife, Juanita Wallis Funderburk, will warrant and represent that there are no claims threatened or pending against the subject corporation and in the event any suits, judgements, tax liens or any other claims should be filed arising out of the Funderburks' ownership of said stock, that the said Madison L. Funderburk will guarantee the payment of same and will indemnify Terrebonne Parish Consolidated Government from any claim of the payment of any claim.

SECTION V

When the Chief Financial Officer for the Terrebonne Parish Consolidated Government certifies that the cash fund is depleted, this amended ordinance and Ordinance Nos. 4441, 5171, and 6950 shall terminate in full. Terrebonne Parish Consolidated Government shall no longer have any responsibilities pursuant to those within this ordinance other than those responsibilities which they might otherwise have pursuant to law.

SECTION VI

This ordinance and the donation contemplated hereby is passed with the understanding that Standard Tile and Concrete Company, Inc. does not own any of the trees in question or any strips of land on which said trees are located or, for that matter, any other real estate within Broadmoor Subdivision or any of its addendums.

SECTION VII

If any word, clause, phrase, section or other portion of this ordinance is in conflict with Chapter 2, Article XVII of the Terrebonne Parish Code, this amended ordinance shall govern. This ordinance shall not affect permitting.

SECTION VIII

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrase, sections,

MINUTES OF THE TERREBONNE PARISH COUNCIL
REGULAR SESSION OF JULY 24, 2019

and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IX

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:

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

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 24th day of July 2019.

Council Member G. Michel thanked Mr. Julius Hebert, Parish Attorney, for his work updating the ordinances and Parish Code to have the funding made available for use as it was intended.

The Chairwoman recognized the public for comments on the following:

B. A proposed ordinance that will amend the 2019 Budget of the Terrebonne Parish Consolidated Government so as to adjust the 2019 Adopted Beginning Fund Balances and the Net Positions to actual as per the 2018 audited financial statements.

There were no comments from the public on the proposed ordinance.

Mr. J. Navy moved, seconded by Mr. G. Michel, "THAT the Council close the aforementioned public hearing."

The Chairwoman called for a vote on the motion offered by Mr. J. Navy.

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

OFFERED BY: MR. D. J. GUIDRY

SECONDED BY: MR. J. NAVY

ORDINANCE NO. 9073

AN ORDINANCE AMENDING THE 2019 BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT SO AS TO ADJUST THE 2019 ADOPTED BEGINNING FUND BALANCES AND THE NET POSITIONS TO ACTUAL AS PER THE 2018 AUDITED FINANCIAL STATEMENTS.

SECTION I



Monday, October 28, 2024

Item Title:

BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2024 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
BJA 2024 ExecutiveSummary form.docx	10/13/2024	Cover Memo
Federal Edward Bryne JAG 2024 Resolution.doc	10/13/2024	Cover Memo
GRANT LA jag-local-allocations-la.pdf	10/13/2024	Cover Memo
O-BJA-2024-172239.pdf	10/13/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use JAG funds to support the Houma Police Department. Funds will be used to purchase portable radio equipment.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

JAG funds will assist TPCG's support to the Houma Police Department to purchase portable radios to continue to provide improved communications for our police officers.

TOTAL EXPENDITURE

\$16,744.00

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

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2024 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the U.S. Department of Justice, Office of Justice Programs Fiscal Year 2024 Edward Byrne Memorial JAG Fund in the amount of Sixteen Thousand, Seven Hundred and Forty-four dollars(\$16,744.00) for the Terrebonne Parish Consolidated Government, The Fiscal Year 2024 Edward Byrne Memorial JAG Fund will provide grant funding to purchase portable radios improve the effectiveness and safety of our Police Officers by providing them with updated communication equipment,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the United States Department of Justice, Office of Justice Programs and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the United States Department of Justice, Office of Justice Programs and to address other matters relative thereto.

2024 Louisiana Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
LA	ACADIA PARISH	County	*	
LA	CROWLEY CITY	Municipal	\$13,128	\$13,128
LA	BOSSIER PARISH	County	*	
LA	BOSSIER CITY CITY	Municipal	\$42,035	\$42,035
LA	CADDO PARISH	County	*	
LA	SHREVEPORT CITY	Municipal	\$106,621	\$106,621
LA	EAST BATON ROUGE SHERIFF'S OFFICE	County	\$42,342	If sharing award
LA	BATON ROUGE-EAST BATON ROUGE CITY-PARISH	Municipal	\$157,619	\$199,961
LA	LAFAYETTE CITY-PARISH SHERIFF'S OFFICE	County	\$16,810	If sharing award
LA	LAFAYETTE CITY-PARISH	Municipal	\$41,881	\$58,691
LA	NATCHITOCHE PARISH	County	*	
LA	NATCHITOCHE CITY	Municipal	\$11,572	\$11,572
LA	OUACHITA PARISH	County	\$50,999	
LA	MONROE CITY	Municipal	\$88,212	\$139,211
LA	RAPIDES PARISH	County	\$25,707	
LA	ALEXANDRIA CITY	Municipal	\$54,724	\$80,431
LA	ST LANDRY PARISH	County	\$10,607	
LA	OPELOUSAS CITY	Municipal	\$22,113	\$32,720
LA	ASCENSION PARISH	County	\$26,409	
LA	AVOUELLES PARISH	County	\$11,484	
LA	BOGALUSA CITY	Municipal	\$10,936	
LA	CALCASIEU PARISH	County	\$61,101	
LA	HAMMOND CITY	Municipal	\$16,810	
LA	JEFFERSON PARISH	County	\$84,157	
LA	KENNER CITY	Municipal	\$13,215	
LA	LAFOURCHE PARISH	County	\$15,451	

LA	LAKE CHARLES CITY	Municipal	\$29,587	
LA	LIVINGSTON PARISH	County	\$32,326	
LA	NEW ORLEANS CITY	Municipal	\$354,031	
LA	ST CHARLES PARISH	County	\$11,243	
LA	ST MARTIN PARISH	County	\$11,988	
LA	ST TAMMANY PARISH	County	\$18,300	
LA	TANGIPAHOA PARISH	County	\$58,318	
LA	TERREBONNE CITY	Municipal	\$16,744	
LA	TERREBONNE PARISH SHERIFF'S DEPT	County	\$17,818	
LA	WASHINGTON PARISH	County	\$15,232	
LA	WEST MONROE CITY	Municipal	\$14,530	
	Local total		\$1,504,050	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

Contents

Synopsis.....	4
Program Description Overview	4
Funding Category	4
Eligibility.....	4
Agency Contact Information	5
Application Submission Information.....	5
Registration	5
Submission.....	5
Program Description.....	6
Program Description Overview	6
Statutory Authority	6
Specific Information	6
Limitations on the Use of JAG funds.....	13
Other Program Requirements	13
Solicitation Goals and Objectives	17
Goals.....	17
Objectives	17
Federal Award Information	17
Awards, Amounts and Durations.....	17
Availability of Funds	18
Type of Award	19

Cost Sharing or Matching Requirement	19
Eligibility Information	19
How To Apply	20
Application Resources	20
How To Apply	20
Registration	20
Submission.....	20
Submission Dates and Time	21
Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)	21
Application and Submission Information.....	22
Content of the SF-424 in Grants.gov	22
Content of the JustGrants Application Submission	23
Application Review Information	28
Review Process	28
Federal Award Administration Information.....	29
Federal Award Notices	29
Evidence-Based Programs or Practices	29
Information Regarding Potential Evaluation of Programs and Activities	29
Administrative, National Policy, and Other Legal Requirements.....	29
Civil Rights Compliance	29
Financial Management and System of Internal Controls	30
Information Technology Security Clauses.....	30
General Information About Post-Federal Award Reporting Requirements	30
Federal Awarding Agency Contact(s)	31
Other Information.....	31
Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)	31
Provide Feedback to OJP	31
Performance Measures	31
Application Checklist.....	32
Pre-Application.....	32
Application Step 1	32
Application Step 2	33
Review, Certify, and Submit Application in JustGrants	34
Standard Solicitation Resources.....	35

Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10101-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state’s final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI's Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

[Interoperable Communications](#)

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at:

<https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

[DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database](#)

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

[Entry of Records into State Repositories](#)

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

[Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the [“Application Resource Guide”](#) section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Unmanned Aircraft Systems](#)

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions.

Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



Monday, October 28, 2024

Item Title:

LCLE FY 2023 Victim of Crime Act – Victims Assistance (VOCA) grant

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2023 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
2023 VOCA for 2024-25 ExecutiveSummary form.docx	10/13/2024	Cover Memo
2023 VOCA for 2024-25 Resolution .docx	10/13/2024	Cover Memo
ApplicationContractReport_2024-09- 05_083219.pdf	10/13/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
LCLE-FY 2023 VOCA - Victim of Crime Act - Victims Assistance FY 2024-2025

PROJECT SUMMARY (200 WORDS OR LESS)
<p>The Terrebonne Parish Consolidated Government will use VOCA funds to support the Houma Police Department. Funds will be used to facilitate a SANE Coordinator who provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with people/departments to ensure the program runs smoothly.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p>LCLE FY 2023 VOCA Victim of Crime Act-Victims Assistance - FY 2024-2025 funds will assist the Government's support to the city of Houma policing victims' efforts, as well as ensure the sustenance of essential services towards victims with Region 11 SANE Program.</p>

TOTAL EXPENDITURE			
\$94,916			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

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

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2023 Victim of Crime Act – Victims Assistance (VOCA) grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has approved to apply for an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2023 Victim of Crime Act-Victims Assistance funding in the amount of Ninety-four thousand, nine hundred and sixteen dollars (\$94,916.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2024-2025 Victim of Crime Act Fund will be used to facilitate a SANE Coordinator who provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with people/departments to ensure the program runs smoothly and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant upon awarded amount from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

LOUISIANA COMMISSION ON LAW ENFORCEMENT

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/10/2024	7/24/2024	2023-VA-01 7970

1. Type of Funds for which you are applying	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma	State: LA	Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma	State: LA	Zip: 70360-2788
	Phone: 985-873-6308	Fax: 985-872-4670	Email: bobryan@tpcg.org
5. Financial Officer	Name: Mrs. Sarah C LeCompte		Title:
	Agency:		
	Street Address Line 1: P.O. Box 2768		
	Address Line 2:		Address Line 3:
	City: Houma	State: LA	Zip: 70360
	Phone: 985-873-6446 x1326	Fax:	Email: slecompte@tpcg.org
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma	State: LA	Zip: 70360-2788
	Phone: 985-873-6308	Fax: 985-872-4670	Email: bobryan@tpcg.org
7. Brief Summary of Project (Do Not Exceed Space Provided)	Short Title (May not exceed 50 characters) Region 11 SANE Coordinator Project 8		
	The SANE Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for 6 of a 7-parish region. The coordinator meets all SANE qualifications to participate in an on-call rotation. The coordinator will interact with persons/departments to ensure the program runs smoothly		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	94,916.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	94,916.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	75,933.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	18,983.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	94,916.00	100%

10. Project Start Date: 10/1/2024

Project End Date: 9/30/2025

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS

A. AGENCY BUDGETS

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	94,916.00	94,916.00
Total:	94,916.00	94,916.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	0.00	0.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	94,916.00	94,916.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	94,916.00	94,916.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	75,933.00	75,933.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	18,983.00	18,983.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	94,916.00	94,916.00

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1

CONSULTANTS - CONSULTANT

Justification: The funding will be used to pay for SANE nurses over the during of the grant to cover over six parishes to be able to provide a direct service to survivors within six parishes.

COST

Name / Position: The Haven
Service Provided: SANE Nurse Coordinator for Region 11

Cost per	Duration	
45.00 per Hour	x 2109.2444 Hour(s)	94,916.00

Consultants - Consultant - Year 1 Total: 94,916.00

YEAR 1 TOTAL: 94,916.00

13. SECTIONS:

A. LCLE Budget Summary With Cash & InKind Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Consultants	94,916	75,933	18,983	0	94,916
Total: Σ		94,916	75,933	18,983	0	94,916

13. SECTIONS:

B. VOCA Match Waiver Request

VOCA MATCH WAIVER REQUEST

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

The match will be met by The Haven.

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

None

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

The Haven has match funding and in-kind sources that could be used that has nothing to do with any other federal award.

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

Our agencies has been talking about funding this project for several years and has an agreement with 6 of the 7 parishes within our region.

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

To continue working with all parishes within Region 11 to be able to continue funding the match money for the future of this project which will benefit all victims within all 7 parishes.

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A

13. SECTIONS:

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

13. SECTIONS:

C. LCLE Budget - Personnel & Volunteers

PERSONNEL & VOLUNTEERS BUDGET JUSTIFICATION

PERSONNEL

1. Are personnel costs budgeted in this application?

No

2. Explain the basis of determining the salary for each position. (NOTE: Overtime rate cannot exceed 1-1/2 times the regular hourly rate.)

Within this grant there are no salaries. The hourly rate is allocated towards our regional nurses which would provide a direct service for survivors within the region. At this time our region has six nurses which can respond to our parishes.

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases must be factored into the personnel budget.

4. Are any employees working overtime on this project?

No

4.1. Explain the need for overtime.

N/A

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

N/A

4.1.2. Is your agency's overtime policy attached?

No

5. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

7. Explain the need for each position.

SANE Region 11 has never had a SANE Program or SANE Nurse Coordinator to be able to provide services for victims within our area. The last three years, we have been improving services for victims by getting approved SANE nurses, but we are unable to fund a SANE Nurse Coordinator without the help from the state to report details and issues to the state SANE Nurse Coordinator.

13. SECTIONS:

8. Explain the project duties for each position.

The SANE Nurse Coordinator will have a continuous dialogue with our SANE nurses, which are doing FME kits, and the local coroners within each parish that we are working with Region 11. The SANE Nure Coordinator will work with The Haven which is our local social service agency for victims. The SANE Nurse Coordinator will also work with our local Regional Director, who will be working with our local law enforcement and DA's offices within Region 11 to continue to improve services for victims. Our program will have a complete wraparound of services for the victims within their own parishes.

9. Are job descriptions for each position attached?

No

10. Are resumes for each position attached?

No

10.1. If no, explain why.

The resume for the individual has not been attached due to not having funding to hire a SANE Nurse Coordinator for Region 11.

NOTE: Individual resumes for Law Enforcement Officers are not required.

11. Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency, but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

This will be a new person due to never having a program such as this within our 7 parishes which is now called SANE Region 11.

VOLUNTEERS

12. Are volunteers used in this project?

No

13. Is this a VOCA-funded project?

Yes

13.1. If yes, but volunteers are not used, a request for a waiver requesting an exemption to VOCA's requirement of utilizing volunteers is required. Are you requesting a waiver? If so, explain the need for an exemption of using volunteers?

Due to confidentiality of victims that want to remain anonymous, Jane or John Doe, but do want to have a report with The Haven and do a forensic medical exam.

14. Are the volunteers used as in-kind match?

No

15. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

No

13. SECTIONS:

16. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

No

17. Briefly describe the duties and functions of the volunteers, indicate the number of hours per duty-function for this project. Duties must directly relate to the focus of this project.

N/A

18. Are job descriptions for volunteers attached?

No

19. Are sign-in/sign-out sheets records maintained that shows the volunteer's name, hours worked, and service provided?

No

13. SECTIONS:

D. LCLE Budget - Employee Benefits

EMPLOYEE BENEFITS JUSTIFICATION

1. Are personnel costs budgeted in this application?

No

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

13. SECTIONS:

E. VOCA Budget Travel

TRAVEL

NOTES: Mileage is *unallowable* in agency-owned vehicles.

Charges cannot exceed established agency travel rates,

but in no case can travel expenses exceed the current Louisiana Travel Guidelines.

Out-of-state travel, Conference, and Seminars *must* receive *prior* approval from LCLE.

1. Are travel costs budgeted in this application?

No

2. Local Travel

2.1. Are travel cost budgeted for local travel?

No

2.1.1. If yes, state who will be traveling and the purpose for the local travel.

N/A

2.2. Does each person traveling keep a travel / mileage log book?

(This travel / mileage log book can be kept in the agency's office.)

No

3. Non-Local and / or Out-of-State Travel

3.1. Are travel costs budgeted for non-local and / or out-of-state travel?

No

3.1.1. If yes, state who will be traveling and the purpose of the non-local and / or out-of-state travel

(Do not include conference and seminar information in this section).

N/A

4. Conferences and Seminars

4.1. Are travel cost budgeted for Conferences and Seminars?

No

4.1.1. If yes, state who will be traveling and the name of the Conference and Seminar.

N/A

13. SECTIONS:

4.2. Is the Conference or Seminar brochure attached to this section?

Note: If you do not have the brochure for the conference or seminar at the time of the application, a Special Condition will be added.

No

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal agency travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

N/A

13. SECTIONS:

F. LCLE Budget - Equipment

EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

1.2. Explain the procurement procedures.

1.3. Explain the equipment's relationship to this project.

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

Yes

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

NOTE: Sole Source request must be attached to this application.

13. SECTIONS:

G. LCLE Budget - Supplies & Operating Expenses

SUPPLIES & OPERATING EXPENSES JUSTIFICATION

SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

1.2. Explain the relationship of the office supplies to this project.

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

2.2. Explain the relationship of the supplies to this project.

OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

3.2. Explain the relationship of the operating costs to this project.

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

Yes

No

4.2.1. Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

13. SECTIONS:

4.3. If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

Yes

No

4.3.1. If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

N/A

5. Are audit costs budgeted in this application?

No

5.1. If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

Yes

No

5.2. If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

6. Are monthly rent or lease payments budgeted for this project?

No

6.1. If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

13. SECTIONS:

H. LCLE Budget - Consultant

CONSULTANTS JUSTIFICATION

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the attached LCLE approved contract template.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

1. Are consultants costs budgeted in this application?

Yes

2. Explain the purpose of each consultant or other contractual services requested.

The consultant will be the SANE Nurse Coordinator for Region 11 which will be through The Haven to be able to keep a bias opinion and be able to keep the identity of victims who want to be a Jane and John Doe confidential. In consideration of the services described above, TPCG/HPD agrees to pay to Contractor an hourly rate of \$35.00 an hour at a maximum fee of \$86,670.00.

3. Explain why each service requested is necessary and cost effective for this project.

Region 11 has never had a SANE Nurse Coordinator of which that individual will be covering over a seven parish area and working with all law enforcement, DA's offices, hospitals and coroner's offices to be able to provide a service to victims that has never been done before. While making sure that the SANE nurses are doing their job and receiving the proper continuous training as a SANE should have annually.

4. Explain the procurement procedures and basis for determining rate of pay.

After receiving the grant funding and visiting other SANE Coordinators within the state, an improved rate may be determined or the \$35 hourly rate may stay the same.

5. Is this request for sole source?

No

5.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

NOTE: You must attach the sole source request to this application.

13. SECTIONS:**I. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

Document the need, not the symptoms or solutions. Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

Region 11, which consist of six parishes within the river and bayou areas of southeast center of the state of Louisiana, has a need because before our program there has been no SANE Nurse Coordinator and no data system that can provide accurate data of the total number of victims that is in need of victim services. The relationship between a medical director, coroner's office and a Sexual Assault Nurse Examiner (SANE) program coordinator is like no other relationship. There may be times of camaraderie and times of discord; how those highs and lows are weathered can increase the strength of the bond or cause it to crumble. Striking a congenial and effective balance between forensic nursing practitioners and medical directors is possible with thoughtful cultivation. Victims are the beneficiaries of SANE programs, and their care is enhanced by a productive relationship with medical directors and SANE Programs. We talk about collaboration when referring to Sexual Assault Response Teams (SARTs), community partners and other agencies to oversee that a victim receives the best care and services.

In 2014 the UCR systems reports that only a few law enforcement agencies within our parishes has reported their agencies UCR stats. Those agencies that had reported, report 52 rape cases and unknown other sexual assaults. The need is to be able to provide victims services to all victims while collecting more data within our areas. When checking with all Law Enforcement agencies, DA's Office and the Coroner's Office everyone had difference stats when addressing victims because no shared their stats with the coroner's office or contacted them.

3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.

Region 11 has never had a SANE program or a SANE nurse coordinator which left victims of rape and sexual assault within our parishes having to travel towards New Orleans or Lafayette to get a SANE Exam by a SANE Nurse, which sometimes left victims to find their own way home after being in the hospital for several hours. We also learned that some SANE nurses were doing the exams within the hospitals of which they worked but the victims were not getting the social service agencies services and follow ups. This was leaving victims to address their tragic incident on their own. Majority of all the coroners within the victim's parishes were unaware that the care and follow up of all victims were their responsibility not local law enforcement agencies, social services agencies and SANE Nurses according to the State Law. By having a SANE Nurse Coordinator in place, we will be able to communicate to all agencies while being able to provide all services to all victims within our parishes. NO victim should be left behind with having to address their tragic incident by themselves.

13. SECTIONS:

J. LCLE Goals & Objectives

GOALS

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

Develop and maintain a sustainable SANE program with the goal of providing and improving services to adult and adolescent sexual assault victims, sexual assault investigations, evidence collection, and prosecution.

OBJECTIVES

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Prepare a 12 month on call schedule to ensure the availability of forensic medical exam (FME) 24 hours a day/every day of the month coverage to a 6-parish region.

Attend Regional SART team meetings and 6 parish wide SART team meetings as scheduled.

13. SECTIONS:**K. VOCA Activities**

ACTIVITIES

Identify and describe how you will achieve each of your stated project objectives along with a time frame. Activities must correlated with the stated Goals and Objectives.

1. When will the service be provided (daily, weekly, monthly) and what are the hours of operation?

The SANE Nurse Coordinator will be able to provide services 24/7 to Region 11 which consist of six parishes.

2. How are victims referred to and enrolled in the program (Describe specific procedures.)

We have set up protocols for the local hospitals, law enforcements and an emergency hotline for victims to call as needed. These protocols are used correctly, will provide the best services for victims within their own parishes as need. Our protocols keep victims within their own parishes near family and friends who will give them support. If not, The Haven will provide all services a victim will need.

3. For what period of time are victims in the program allowed to continue to received services.

With victim wrap around services, victims can recieve services as long as there is a need.

4. Describe the overall project model, format, and/or curriculum that this project follows.

In Region 11, there was no format or model that we could uses within our six parishes. We are developing a new program that can be used in rural parishes by combining local resources. We have learned that some coroners office within our area still have dirt floors and do not even have a computer. Some agencies budgets are so low, they have to pull money out of their own pockets to keep their doors open. It is just unbelievable. By learning this, we learned that victims within these parishes were not receiving victim services or continuous services after receiving some help. I learned that a victim had to find their own way back home from the hospital which was three parishes over from where the victims lived. Victims were left to face all these issues by themselves. This should not happen within our state especially if funding is available. So, this is a new project that can be used in other rural areas to improve services for victims.

5. Is this an evidence-based or evidence-informed program?

Yes

5.1. Explain.

This model is an evidence-based program of which victims will be able to have services that will help them to be able to be arrest their violator(s). If he/she wants to remain a Jane or John Doe, we have educated local law enforcement and coroner's offices to understand that evidence is stored at the victim's local law enforcement agency. When the Jane or John Doe wants to come forward, their evidence will be there. This evidence has never been collected before because in the past, no victim no crime which left a lot of victims having to deal with these issues themselves.

13. SECTIONS:

L. VOCA Evaluation

EVALUATION AND DISSEMINATION OF REPORTING

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

2. Who will be responsible for completing the quarterly program reports and the quarterly/interim fiscal reports in eGrants, and the quarterly program reports in the federal OVC Performance Measurement Tools (PMT) system? Please list each person separately by name, which report he/she is responsible for completing, and his/her contact information below (i.e., phone number and email address).

ID	Name	Type of Report	Phone Number	Email Address
2.1	Captain Bobbie O'Bryan #144	eGrants Quarterly Program Report	985-637-6088	bobryan@tpcg.org
2.2	Captain Bobbie O'Bryan #144	OVC PMT Quarterly Program Report	985-637-6088	bobryan@tpcg.org
2.3	Sarah LeCompte	eGrants Fiscal Quarterly/Interim Report	985-873-6446	slecompte@tpcg.org

3. Who is responsible for collecting data for interim and/or quarterly fiscal reports? If more than one person is responsible for completing this process, please explain.

Captain Bobbie O’Bryan # 144 will be collecting all the data for the reporting will come from Maci Lapeyrouse (SART Coordinator), Julie Pellegrin (The Haven Director) and Cassandra Billiot (SANE Nurse Coordinator).

4. Who is responsible for collecting data for quarterly program reports? Is this person the same person who will analyze the data? If not, and more than one person is responsible for completing this process, please explain.

Captain Bobbie O’Bryan # 144 will be collecting all the data for the reporting will come from Maci Lapeyrouse (SART Coordinator), Julie Pellegrin (The Haven Director) and Cassandra Billiot (SANE Nurse Coordinator).

5. What type(s) of information and statistical data will be collected for each Goal and Objective?

We will be collecting the number of performed SANE exams, advocacy services, blind reports, reported to law enforcement and arrests within the six parishes.

5.1. What type(s) of form(s) or software will be used to store the collected data for this project?

See attached documents. Which this information will be placed in The Havens software called Empower Database.

5.2. Please attach a copy of the document form and/or printout(s) of databases used to collect and maintain performance data for quarterly program reporting purposes below in this section. If you wish to explain the attachment(s), please provide details below.

See attached documents.

6. How often will the data be collected?

The data will be collected during and after each individual calls in as a victim. The initial advocate will start the collection of the data.

7. How does the agency count individual clients and services provided without duplicating the totals provided in the quarterly program reports?

The Haven will be collecting all the initial data which will maintain the collective data so we do not have any duplicates. BUT an individual can be a victim twice under to different incidents.

13. SECTIONS:**8.** What procedures are used to ensure collected data and statistics are kept current?

To ensure that our collected data and statistics are kept current, we will be meeting monthly but our group has weekly discussions so our information will be always current.

9. Where is the collected data and other project information stored and is this data kept in a separate location as backup? If so, where?

The Haven will have all the initial collected data from the victims which will be stored in their database which is in a cloud base system separate from their main office.

10. Once the data is analyzed, what procedures will be used to determine if this project is a success, a failure, or in need of improvement?

Our monthly meeting with our main stakeholders for the program will continuously analyze our data so we make sure that our victims within our area has received the best care as possible. If we see there are issues, we will adjust as need.

11. The applicant agency agrees to submit quarterly program reports, fiscal reports, federal PMT program reports and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

12. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e., quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), law enforcement planning district/council, Mayor's Office, courts with jurisdiction, etc.

The project's results will be shared with our board of directors, our local parish councils, parish presidents, coroners, all law enforcement agencies, and the DA's Offices within the participating parishes

13. Is a client evaluation form and/or sample of a survey-type form your agency uses to allow clients to complete that provides feedback on the services they receive? (*This form could be valuable in determining if the program is meeting their needs.*)

Yes

13.1. If you have not attached the client evaluation form your agency, please explain why.

All documents are attached.

14. OPTIONAL: Please provide any additional information that would explain how and why your agency documents and collects data and statistics used to properly evaluate the success and/or shortcomings of the delivery of services provided to victims and their families.

The Haven has individuals that have been victims themselves and wants the best for our local victims as we can provided. In my own opinion why is it that in the past that a suspect has to have multiple victims before they can get a conviction. By providing the DA's office as much evidence as possible on their first victim, we might be able to save the lives of multiple victims in the future.

VOCA EVALUATION related attachments:

File Name:

- ✂ Medical Advocacy Brochure 2015 (1) (1).pdf
- ✂ Client Survey.pdf
- ✂ Crisis Call Form (1).pdf
- ✂ Lethality Assessment Form (1).pdf
- ✂ Safety Plan Worksheet (1).pdf

File Description:

- Medical Advocacy Brochure
- Client Survey
- Crisis Call Form
- Lethality Assessment Form
- Safety Plan Form

13. SECTIONS:

✂ Service Provision Form (1).pdf

✂ Sexual Assault Initial Contact Form (1).pdf

✂ SURVEY_2019_1_15_19_15_5_77135 (1).pdf

Service Provision Form

Sexual Assault Initial Contact Form

Houma Police Department Survey

13. SECTIONS:

M. LCLE Collaboration/Consultation

COLLABORATION/CONSULTATION

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

We have a MOU with all six coroners within the six parishes at this time which is attached. I have also attached the MOU and contract from The Haven. These items will be signed once it goes before our local parish council for approval.

2. The following support documents are attached. (Must choose one and/or both or N/A)

Three current letters of support.

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

A response to this question is optional and no answers were selected.

LCLE COLLABORATION/CONSULTATION related attachments:

File Name:

- ✂ CORONER DESIGNATION HAVEN 2023.docx (1).pdf
- ✂ 7970 SANE- SCCO Support Letter.pdf
- ✂ SANE 7970 TPCO Support Letter.pdf
- ✂ 7970 MOU.pdf

File Description:

- Coroner Designation Letter
- St. Charles Coroner's Office Support Letter
- Terrebonne Coroner's Office Support Letter
- 7970 MOU

13. SECTIONS:

N. VOCA LAVNS & CVR

**LOUISIANA VICTIM INFORMATION NOTIFICATION EVERYDAY (LA VINE)
and
CRIME VICTIMS REPARATIONS (CVR)**

1. Provide the name of the individual responsible for assisting victims in regard to accessing use of the Louisiana Victim Information Notification Everyday (LA VINE) system. Please include contact information, i.e., work phone number, email address, work address, etc.

Julie Pellegrin, Executive Director at The Haven
julie@havenhelps.org

2. Does this individual also serve as the agency's Point of Contact (POC) for LA VINE?

Yes

2.1. If not, please provide contact information, i.e., work phone number, email address, work address, etc., of person who is the Point of Contact (POC).

N/A

3. Has this individual received training from LCLE to learn how victims are served by LA VINE?

Yes

3.1. If no, will the agency request an appointment to receive a training from LCLE within 30 days of the award? If not, please contact the LCLE at (225) 342-1894 or visit the LCLE website for the training information at: http://lcle.la.gov/programs/lavns_subgrantee_training.asp. The LA VINE trainings are free of charge and are scheduled to meet your agency's needs.

A response to this question is optional and no answer was provided.

4.

Does the agency have posters displayed for promoting the LA VINE System and brochures readily available to victims?

If no, please go to the LCLE website to request **free** LA VINE brochures, posters, and other LA VINE supplies at:

[LAVINE Materials Request – LCLE \(te-dev.com\)](http://lcle.la.gov/programs/lavns_subgrantee_training.asp)

Yes

5. Is the individual identified above the same individual responsible for assisting victims in regard to services available through the Crime Victims Reparations (CVR) Program?

No

5.1. If not the agency's Point of Contact (POC) for assisting victims with applying for reparations claims through the LCLE CVR Program, please provide the individual's name and contact information. (i.e., work phone, email address, work address, etc.)

N/A

13. SECTIONS:

6. Does the agency know who the CVR Claims Investigator is at the Parish Sheriff's Office?

Yes

7. Is the individual responsible for assisting victims apply for CVR assistance familiar with the basic qualification requirements of the Reparations Program, including: a) who may qualify; b) who is not eligible; c) what crimes are covered; d) the application process; e) what expenses are eligible for reimbursement; f) limits on awards; and, g) recoveries from other sources?

Yes

8. Does the agency have posters displayed for promoting CVR and brochures readily available to victims?

If no, please visit LCLE's website at <http://lcle.la.gov/programs/cvr.asp> for ordering brochures, posters, and other supplies for the CVR program.

Yes

13. SECTIONS:

O. LCLE Prior Results

PRIOR RESULTS
(For Continuation Projects Only)

1. Is this a continuation project?

Yes

2. Based on the objectives of the previous application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

In 2023, Region 11 performed 43 SANE exams within the following parishes: 0- Assumption, 14- Lafourche, 7- St. Charles, 3- St. James, 3- St. John, 16- Terrebonne.

Medical Advocacy Services provided by parish: 1- Assumption, 19- Lafourche, 10- St. Charles, 3- St. James, 4- St. John, 19- Terrebonne.

Additional Advocacy Services provided by parish: 1- Assumption, 15- Lafourche, 14- St. Charles, 5- St. James, 3- St. John, 40- Terrebonne.

Blind Reports by parish: 0- Assumption, 2- Lafourche, 3- St. Charles, 0- St. James, 2- St. John, 7- Terrebonne.

Reported by parish: 1- Assumption, 13- Lafourche, 6- St. Charles, 3- St. James, 2- St. John, 11- Terrebonne.

Arrest made by parish: 0- Assumption, 3- Lafourche, 0- St. Charles, 1- St. James, 0- St. John, 2- Terrebonne.

3. Did the project work as expected? Please explain why.

Yes, individuals who presented as a survivor of sexual assault were provided with immediate necessary services.

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

13. SECTIONS:

P. VOCA Demographics

DEMOGRAPHICS

1. Type of Organization

Law Enforcement

1.1. Enter UEI (Unique Entity Identifier) number. (Please refer to the "Help" button for clarification.)

WTBJJFPVF5K8

1.2. Enter SAM number.

5THM7

1.3. Enter SAM expiration date.

2/7/2025

2. Attachments

2.1. Is verification of SAM registration showing agency as active and current attached?

Yes

2.2. Is the agency's Organization Chart attached?

Yes

VOCA DEMOGRAPHICS related attachments:

File Name:

✦ EntityInformation_20240406-090128.pdf

✦ HOUMA POLICE DEPARTMENT HIERARCHY.pdf

File Description:

EntityInformation_20240406-090128.pdf

HOUMA POLICE DEPARTMENT HIERARCHY.pdf

13. SECTIONS:

Q. LCLE Continuation

CONTINUATION

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

Federal funding is needed for the success of this program because we are in a rural area.

13. SECTIONS:

R. LCLE Resources

RESOURCES

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

All hospitals, law enforcement agencies, DA's Offices, and Coroner's Offices within the seven parishes of the Bayou/River Parishes. The SANE Coordinator will be housed at 720 Verret Street in Houma. The Haven has a 1200 square foot building space with access to support staff, copiers, phones, computers and printers.

13. SECTIONS:

S. LCLE Audit Requirements

AUDIT REQUIREMENTS

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

Yes

Please provide the following information:

1.1. Date of last audit

12/31/2022

1.1.1. audit period beginning:

01/01/2022

1.1.2. audit period ending:

12/31/2022

1.2. Date of next audit

12/31/2023

1.2.1. audit period beginning:

01/01/2023

1.2.2. audit period ending:

12/31/2023

1.3. Date next audit will be forwarded to LCLE

06/01/2024

13. SECTIONS:

T. LCLE Civil Rights

CIVIL RIGHTS

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

1. CIVIL RIGHTS CONTACT PERSON - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Captain Bobbie O'Bryan #144

1.1. Civil Rights Contact Person's Email

bobryan@tpcg.org

1.2. Civil Rights Contact Person's Telephone Number

985-637-6088

13. SECTIONS:

2.

TRAINING - The Office for Civil Rights online training can be obtained at:

[Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs \(ojp.gov\)](#)

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in **BLUE** by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

egrants@lcle.la.gov

or

Mail to

Egrants
Louisiana Commission on Law Enforcement
PO Box 3133
Baton Rouge, LA 70821-3133

Yes

3. NOTICE - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)

- Program Brochures
- Posters
- Verbal Orientation
- Website
- Written Orientation / Program Manual

13. SECTIONS:

3.1.1. Describe Other

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Position Announcements

Posters

3.2.1. Describe Other

4. **COMPLAINTS** - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Written Orientation

Verbal Orientation

Other

4.1. Describer Other

Power DMS

5. **RESOLUTION** - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

Other

5.1.1. Describe Other

Power DMS

5.1.2. Describe Procedure

See Attached PDF

5.2. Delivery of Services

Other

5.2.1. Describe Other

Power DMS

13. SECTIONS:

5.2.2. Describe Procedure

See Attached PDF

6. LIMITED ENGLISH PROFICIENCY (LEP) - Describe steps to provide meaningful access to programs who have LEP.

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Bi-lingual staff

Interpreter services contracted as needed.

Formal language classes

Translation of written documents

6.1.2. Describe Other

7. RELIGIOUS ACTIVITIES - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

7.1. Do you conduct religious activities as part of the program?

No

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

SUBSTANTIAL FINDINGS OF DISCRIMINATION - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

8. TECHNICAL ASSISTANCE - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

13. SECTIONS:

File Name:

- ✦ Certificate of Civil Rights Training (1) (1).pdf
- ✦ Grievance Policy[140715] (1) (1).pdf

File Description:

- Civil Rights Certification
- Grievance Policy

13. SECTIONS:

U. LCLE EEOP

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE

PLEASE NOTE: THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

File Name:

✂ 2023 EEOP (1).pdf

File Description:

2023 EEOP

13. SECTIONS:

V. LCLE FFATA

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE

If there are any changes to this questionnaire, you must notify LCLE in writing.

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

AND

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
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13. SECTIONS:**W. LCLE Non Profit****PRIVATE NON-PROFIT AGENCY CHECKLIST**

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact www.la.state.la.us.

A response to this question is optional and no answer was provided.

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

13. SECTIONS:

X. VOCA Certified Assurances_Revised January 2023

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime (VOCA)

Crime Victims Assistance Formula Grant Program

Louisiana Commission on Law Enforcement

Certified Assurances

Revised 1/9/2024

1.

Abbreviations:

C.F.R.:	Code of Federal Regulations	OMB:	Office of Management and Budget
EEOP:	Equal Employment Opportunity Plans	OVC:	Office for Victims of Crime
FAPIIS:	Federal Designated Integrity and Performance System	OVW:	Office on Violence Against Women
FFATA:	Federal Funding Accountability Transparency Act	PL:	Public Law
GPRA:	Government Performance and Results Act	RS:	Louisiana Revised Statute
LCLE:	Louisiana Commission on Law Enforcement	SAA:	State Administering Agency
OCFO:	Office of Chief Financial Officer	SAM:	System for Award Management
OCR:	Office for Civil Rights	U.S.C.:	United States Code
OIG:	Office of the Inspector General	USDOJ:	United States Department of Justice
OJP:	Office of Justice Programs	VOCA:	Victims of Crime Act

1. All Subgrants Must Have Specific Federal Authorization

13. SECTIONS:

The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subgrant award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Application Correction Period

Once the Commission has approved a jurisdiction's application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.

Failure to comply with application requirements will cause the jurisdiction to be designated "high risk". High risk jurisdictions will be subject to additional requirements established by LCLE.

4. Association of Community Organizations for Reform Now (ACORN)

The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

5. Audit Contracts

The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.

6. Audit Requirements

The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is

13. SECTIONS:

not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

7. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Compliance with DOJ Grants Financial Guide

The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide"), available at [DOJ Grants Financial Guide \(justice.gov\)](http://www.justice.gov) including any updated version that may be posted during the period of performance.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse>), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain "education programs".

13. SECTIONS:**13. Compliance with General Appropriations–Law Restrictions on the use of Federal Funds (FY 2022)**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. Compliance with Policy

The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Victim Services Advisory Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20110(e), the Victims of Crime Act Victim Assistance Program Final Rule (28 C.F.R. Part 94) (and the applicable program guidelines and regulations), as required and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

15. Compliance with Other Statutory Requirements

The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 C.F.R. Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23 Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 C.F.R. Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61 Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 C.F.R. § 175.15(b).

16. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).

17. Computer Network

The applicant understands and agrees that:

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;
- (b) Nothing in subsection; and
- (c) Limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

18. Confidentiality Requirements

The applicant agrees to comply with all confidentiality requirements of 42 U.S.C. Section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

19. Crime Reporting

13. SECTIONS:

The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.

20. Crime Victims Reparations Program

The applicant certifies that it will be responsible for providing assistance to victims in regard to services available through the Crime Victims Reparations Program as appropriate.

21. Criminal Records System/Data Reports

The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in the time and manner specified by the Bureau.

22. Demographic Data

The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

23. Determination of Suitability to Interact with Participating Minors

SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

24. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –

a. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);
4. Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

13. SECTIONS:**25. Dual Compensation**

The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.

26. EEOP Requirements

If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit an online Certification Form to the Office for Civil Rights (OCR) through the EEO Reporter Tool, which is available online at <https://ojp.gov/about/ocr/eeop.htm>.

If your organization is a government agency or private business, has received an award of \$25,000 or more and has fifty or more employees, then it has to prepare and submit an Equal Employment Opportunity Plan (EEOP) and a completed Certification Form electronically to the Office for Civil Rights (OCR) through the EEO Reporter Tool available online at <https://ojp.gov/about/ocr/eeop.htm>.

27. Effect of Failure to Address Audit Issues

The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Eligibility for Funding

The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

29. Employment Eligibility Verification for Hiring Under the Award

1. The recipient (and any subrecipient at any tier) must--

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 1. this award requirement for verification of employment eligibility, and
 2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
 1. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
 2. Allowable costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

1. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

13. SECTIONS:

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

1. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

1. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
3. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

30. **Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), applicants agree to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

32. **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

President Obama signed the Violence Against Women Reauthorization Act of 2013 in March 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

33. **Equipment Inventory Control**

The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.

13. SECTIONS:**34. Equipment and Other Capital Expenditures**

The applicant certifies that:

1. No other equipment owned by the applicant is available for the project;
2. Subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant;
3. If equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected;
4. The amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant;
5. Funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds; and
6. Inventory Report must be updated through Egrants to include items billed in each fiscal report.

35. Equipment Purchase Threshold

In order to classify the purchase as an "Equipment" item, the cost must be at least \$1,000 and have a useful life of 1 year or more. Items that fall below this threshold will be considered "Supplies"

36. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The applicant agrees to comply with applicable requirements \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>. (Award Condition: Reporting applicant and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to –

1. An award of less than \$25,000, or
2. An award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. Financial/Administrative Requirements

The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance with Policy above.

38. Fiscal Regulations

The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.

39. Flood Disaster Protections Act of 1973

The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.

40. Forensic Medical Exams

The applicant assures that grant funds will not be used to pay for the cost of the forensic medical examination or any additional procedure for victims of sexual assault. No State, Indian

13. SECTIONS:

tribal government, or territorial government may require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

41. Future Support

The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects' evidence-based performances and risk assessments.

42. Hatch Act

The applicant, if a governmental entity, assures it will comply with requirements of 5 U.S.C. § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

43. High-Risk Issues and Requirements

The applicant agrees to comply with any additional requirements that may be imposed by LCLE during the period of performance for this award, if the applicant is designated as "high-risk" for purposes of the LCLE 403-risk subgrant agency list.

44. Immigration and Naturalization Services Employment Eligibility Verification

The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

45. Indirect Cost Rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

46. Louisiana Victim Information Notification Everyday (LA VINE) System

The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Victim Information Notification Everyday (LAVNS) System as appropriate. Website address is: <https://vinelink.vineapps.com/search/LA>

47. Mandatory Reporting

The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.

48. Match

The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.

49. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the subgrant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

50. Modifications

The applicant certifies that all major project changes must have prior written approval from LCLE to include:

13. SECTIONS:

- a) Changes of scope in project activities, designs, or research plans set forth in the approved application;
- b) Changes in the project director or key professional personnel identified in the approved application;
- c) Changes in the subgrant period; and
- d) Changes in the approved budget.

Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days of prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten percent (10%) of the total category cost estimate.

51. National Historic Preservation

The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

52. New Program Resources

The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.

53. Non-Discrimination

No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Department of Justice Non-Discrimination Regulation at 28 C.F.R. Part 42, Subparts C, D, G, and I; 28 C.F.R. Part 35; and 28 C.F.R. Part 54.

54. Non-Profit Organizations

The applicant agrees to make their financial statements available online (either on the applicant's, LCLE's, or another publicly available website). OVC will consider applicant's organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements. The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either:

1. A copy of the applicant's 501(c)(3) designation letter;
2. A letter from the applicant's state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; and
3. A copy of the applicant's certificate of incorporation that substantiates its non-profit status.

The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate. The nonprofit organization applicant agrees to maintain its nonprofit status in "Active and Good Standing" with the Louisiana Secretary of State's Commercial Division for the duration of the project period. The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.

55. Obligation of Subgrant Funds

The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated

13. SECTIONS:

within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.

56. OJP Training Guiding Principles

Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <https://ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.htm>

57. Partnerships with Faith-Based and Other Neighborhood Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires LCLE to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits LCLE from making awards or grant administration decisions on the basis of an organizations' religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they must hold them separately from the program funded by the DOJ, and applicants cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR website at <https://ojp.gov/about/ocr/partnerships.htm>.

LCLE, faith-based, and other neighborhood organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); and the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13). Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids applicants from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

58. Patents

The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

59. Peace Officers

The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.

60. Performance Reports on the OVC Performance Metrics System

The applicant agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

61. Personnel

The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.

62. Personnel – Activities

The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

63. Personnel – Background Checks and Fingerprinting

13. SECTIONS:

The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.

64. Personnel – Overtime

The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee's regular, hourly rate of pay.

65. Personnel – Off Duty

The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.

66. Press Releases

The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

67. Procurement: Competitive Contract Services and Equipment Purchases

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

68. Procurement: Domestic Preference

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means 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; and lumber.

69. Procurement: Unreasonable Restrictions on Competition

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- I. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a

13. SECTIONS:

manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.
3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of Construction:
 1. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 2. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

70. Program Income

The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit.

The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period.

The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.

71. Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that applicants have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

72. Public Availability of Information

The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.

73. Publication

Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:

1. Inclusion of the statement, "*The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or*

13. SECTIONS:

exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.”;

2. An acknowledgment of support shall be made through use of the following, or comparable, footnote: "This project was supported by Subgrant Number _____ awarded by the Louisiana Commission on Law Enforcement through the Office for Victims of Crime, Office of Justice Programs.”; and
3. Submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.

74. Recording and Documentation of Receipts and Expenditures

The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

75. Record Retention and Access

The applicant certifies that all required records pertinent to the award must be retained – typically for a period of three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which to applicant must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

76. Relocation Assistance

The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

77. Rent

The applicant certifies that:

1. When rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination;
2. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;
3. Rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;
4. Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and
5. Cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
6. A copy of the current rental or lease agreement must be submitted to LCLE at time of application when rental or lease charges are requested in the application.

78. Reporting Potential Fraud, Waste, and Abuse, and Similar Conduct (False Claims Act)

The applicant must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

1. Submitted a claim that violates the False Claims Act; or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

1. Mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
2. The DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

13. SECTIONS:**79. Reporting Requirements**

The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly and final fiscal reports, quarterly and final program reports, quarterly program income reports, and annual performance reports. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.

80. Requirement for Data on Performance and Effectiveness under the Award

The applicant must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

81. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)

The applicant must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of applicants or individuals defined (for purposes of this condition) as "employees" of any applicant agency. The details of the applicant's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by applicants related to trafficking in persons (including reporting requirements and LCLE authority to terminate award), and are incorporated by reference here.)

82. Requirements Related to System for Award Management and Universal Identifier Requirements

The applicant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The applicant also must comply with applicable restrictions on details of the applicant's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

83. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

The applicant must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it—

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the LCLE Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

84. Requirement to Report Potentially Duplicative Funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

85. Restrictions on Lobbying

In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)

13. SECTIONS:

Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.

86. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No applicant under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the applicant –

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

1. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

1. it represents that—

1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

87. Right to Examine All Records, Books, Paper or Documents Related to the VOCA Subgrant

The applicant must authorize the LCLE, the Office for Victims of Crime (OVC), and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

88. Seatbelts

The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.

89. Software Development

The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to

13. SECTIONS:

authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.

90. Special Conditions

The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

91. Specific Post-Award Approval Required to use a Noncompetitive Approach in any Procurement Contract that would exceed \$250,000

The applicant must comply with all applicable requirements to obtain specific advance approval from the LCLE to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

92. Supplanting

The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

93. Support of Laws

The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

94. Termination of Funding

The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

95. Third-Party Participants

The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.

96. Travel

The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See website: <https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>

97. Use of Federal Funds

The applicant certifies that grant funds may be used only for the purposes in the approved application and it shall not undertake any work or activities that are not described in this

13. SECTIONS:

application, and that use staff, equipment, or other goods or services paid for with OVC grant funds, without prior written approval from the VOCA Program Manager and OVC.

98. Unallowable Costs

The applicant certifies that subgrant funds will not be expended for:

1. Items not part of the approved budget or separately approved by LCLE;
2. The purchase of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement;
3. Entertainment, amusements, or social activities, and incidental costs related thereto;
4. Bonuses or commissions;
5. Purchase of automobiles or other automotive vehicles unless approved by the federal oversight agency;
6. Political purposes or activities;
7. Compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee;
8. Military-type equipment;
9. Direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; and
10. Dues to organizations or federations.

99. Unique Entity Identifier (UEI) and System for Award Management (SAM)

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/explore/sam> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.) All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at www.sam.gov.

100. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Act of 1964 (June 2013), available at:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction_advisory.pdf.

Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEO).

101. Utilization and Payment of Funds

The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.

102. VOCA Requirements

The applicant assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b) (1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the applicant certifies that funds under this award will:

1. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

13. SECTIONS:

2. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

103. **Volunteers**

The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.

104. **Website**

The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: "The Web site is funded [insert "in part", if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

CRIMINAL PENALTIES

1. 42 U.S.C. Section 3795 Misuse of Federal Assistance.

Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets , or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. 42 U.S.C. Section 3795a Falsifications or Concealment of Facts.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.

3. 42 U.S.C. Section 3795b Conspiracy to Commit Offense Against United States.

Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.

2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.

Yes

13. SECTIONS:

Y. VOCA Subgrant Award Report

**Crime Victim Assistance Formula Grant Program
Victims of Crime Act (VOCA)
Subgrant Award Report (SAR)**

The information requested below is necessary for assisting LCLE Staff complete an online OJP PMP Performance Measurements Tool (PMT) Subgrantee Record for this VOCA Project.

1. Subgrantee Agency Information

1.1. Agency Name

(Please - no abbreviations, no acronyms. Enter name same as registered in the LCLE Egrants system.)

Terrebonne Parish Consolidated Government-Houma Police Department

1.2. Agency Address

8026 Main Street

1.3. City, Town, or Village

Houma

1.4. State

LA

1.5. Zip Code

(Enter zip code + 4. Example: 12345-1234)

70360-2768

2. Subgrantee Agency Point of Contact (POC)

(Note that this information is for online PMT system access.)

2.1. POC Name:

Capt. Bobbie O'Bryan

2.2. POC Work Email Address:

bobryan@tpcg.org

2.3. POC Work Phone Number:

19856376088

3. Subgrantee Organization Type

13. SECTIONS:

3.1. Government Agencies Only

Law Enforcement

3.1.1. Name Other Government Agency

3.2. Nonprofit Organization Only

Other Nonprofit Organization

3.2.1. Name other nonprofit agency.

The Haven

3.3. Federally Recognized Tribal Governments, Agencies, and Organizations

A response to this question is optional and no answers were selected.

3.3.1. Name Other Federally Recognized Tribal Agency

3.4. Campus Organizations Only

A response to this question is optional and no answers were selected.

3.4.1. Name Other Campus Organization

4. VOCA Crime Victim Assistance Funds Awarded:

4.1. Federal Award Amount

86,670

4.2. Start Date

10/1/2024

4.3. End Date

9/30/2025

5. Purpose of the VOCA Subaward

5.1. Purpose of the VOCA Subaward:

Continue a VOCA-funded victim project funded in a previous year

6. Priority and Underserved Requirements

(Report a breakdown of your Federal Subgrant Amount will be dedicated to each category.)

Please Note: The amount reported in each category listed below must equal the total Federal award total.

13. SECTIONS:

6.1. Child Abuse

(How much of the federal award will be dedicated for this purpose?)

5,000

How much of the funds reported in 6.1 will be dedicated to the two (2) selections below?

6.1.1. Child Physical Abuse / Neglect

0

6.1.2. Child Sexual Abuse

5,000

6.1.3. Total of 6.1.1 and 6.1.2 must equal total in 6.1.

5,000

6.2. Domestic and Family Violence

(How much of the federal award will be dedicated for this purpose?)

0

6.3. Sexual Assault

(How much of the federal award will be dedicated for this purpose?)

81,670

How much of the funds reported in 6.3 will be dedicated to the two (2) selections below?

6.3.1. Child Sexual Assault:

5,000

6.3.2. Adult Sexual Assault:

76,670

6.3.3. Total of 6.3.1 and 6.3.2 must equal total in 6.3.

81,670

6.4. Underserved

(How much of the federal award will be dedicated for this purpose?)

0

How much of the funds reported in 6.4 will be dedicated to the seven (7) selections below?

6.4.1. DUI/DWI Crashes

0

13. SECTIONS:

6.4.2. Assault

0

6.4.3. Adults Molested as Children

0

6.4.4. Elder Abuse

0

6.4.5. Robbery

0

6.4.6. Survivors of Homicide Victims

0

6.4.7. Other Violent Crimes

0

6.4.8. Please briefly describe types of "Other Violent Crimes".

N/A

6.4.9. Other Non-Violent Crimes

0

6.4.10. Please briefly describe types of "Other Non-Violent Crimes".

N/A

6.4.11. Please briefly explain how your agency defines "underserved" if other than what is listed above.

N/A

6.4.12. Total of 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7, and 6.4.9 must equal total in 6.4.

0

6.5. Total of Priority and Underserved Requirements

(This total must equal the federal amount awarded for this project as reported in 4.1.)

86,670

7. Service Area(s):

(List all the parishes in which your agency provides services to victims of crime.)

Terrebonne, Lafourche, Assumption, St. Charles, St. James, St. John

8. Subgrant Match (Financial Support from Other Sources)

13. SECTIONS:

8.1. Value of In-Kind Match:

0

8.2. Cash Match:

21,668

8.3. Total Match:

21,668

9. Use of VOCA and Match Funds

9.1. Information and Referral

Information about the criminal justice process

Information about victim rights, how to obtain notifications, etc.

Referral to other victim service programs

Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

9.2. Personal Advocacy / Accompaniment

Victim advocacy / accompaniment to emergency medical care

Law enforcement interview advocacy / accompaniment

Transportation assistance (includes coordination of services)

9.3. Emotional Support or Safety Services

A response to this question is optional and no answers were selected.

9.4. Shelter / Housing Services

A response to this question is optional and no answers were selected.

9.5. Criminal / Civil Justice System Assistance

Law enforcement interview advocacy / accompaniment

9.6. Assistance in Filing Compensation Claims

Assists potential recipients in seeking crime victim compensation benefits

13. SECTIONS:

10. Types of Victimitizations (REQUIRED)

Check the types of victimization that best describe the victims this project will serve.

The "Other" category refers to a type of victimization that is not associated with any of the types provided in the list below. If you choose "Other" you must provide an explanation for the type of victimization for which you are identifying.

10.1. Types of Victimitizations

Adult Physical Assault (includes Aggravated and Simple Assault)

Adult Sexual Assault

Adults Sexually Abused / Assaulted as Children

Child Sexual Abuse / Assault

Human Trafficking: Sex

10.1.1. If you checked "Other" provide an explanation of the type of victimization.

11. Budget and Staffing

11.1. Total budget for all victimization programs/services for this agency subgrant:

(This figure should be the total of the FEDERAL amount and the MATCH amount.)

108,338

11.2. Annual funding amounts allocated to all the budget for victimization.

(The amounts below should equal 11.1)

11.2.1. Subaward Amount:

86,670

11.2.2. OTHER STATE/TERRITORY:

0

11.2.3. Other Local:

21,668

11.2.4. Other Federal:

0

11.2.5. Other Non-Federal:

0

11.3. Paid Staff

13. SECTIONS:

11.3.1. Total number of paid staff for all subgrantee victimization program and/or services. This total would include salaried staff (FT, PT, and OT) and consultants.

4

11.3.2. Number of staff hours (salaried staff and consultants) funded through this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

19

11.4. Volunteers

11.4.1. Number of volunteer staff supporting the work of this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

0

11.4.2. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services.

0

13. SECTIONS:

Z. VOCA Reports

1. VOCA Reports

1.1. Fiscal Reports

- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter;
or
- Monthly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the reporting month.

1.2. Egrants Program Reports

- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter.

1.3. Performance Measurement Tool (PMT) Reports

- Quarterly PMT Reports are due online to Office of Victims of Crime by the 15th of the month following the end of the quarter.
- The website address for the PMT Report is: <https://ojpssso.ojp.gov/>
- If you experience difficulties in accessing or completing your PMT Report, please contact the LCLE VOCA Program Manager.

If the applicant is late submitting any of the reports listed above, all fiscal reimbursements requested by the agency will be withheld until the next quarterly reporting period.

2. Reporting Requirements

The applicant understands and agrees that after receipt of a VOCA award, the applicant must consent to the reporting requirements listed above.

13. SECTIONS:

AA. LCLE Certification of Compliance

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

File Name:

✂ 7970 Certificate of Compliance.pdf

File Description:

7970 Certificate of Compliance

13. SECTIONS:**BB. LCLE Conflict of Interest****FORM FOR POTENTIAL CONFLICTS OF INTEREST**

The purpose of the conflicts of interest policy is to assist all interested parties about what constitutes a conflict of interest, identify, and disclose actual and potential conflicts, and manage conflicts of interest when necessary. All information and documentation received and in connection with the services, will be treated with strict confidentiality. Conflicts of interest are not necessarily prohibited or harmful; however, full disclosure of all actual and potential conflicts is required. Any questions regarding a confidentiality obligation and/or conflict of interest will be addressed to the LCLE.

1. Personnel and other officials connected with federally funded projects shall adhere to the following requirements:

Advice:

No official or employee of any Subgrant Agency shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, subgrant, cooperative agreement, claim, controversy, or other particular matter in which subgrant funds (including project income or other funds generated by Federally-funded activities) are used, where to their knowledge, they or their immediate family, partners, organization other than a public agency in which they are serving as an officer, director, trustee, partner, or employee, or any person or organization with whom they are negotiating has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

Any such person referred to above who acquires personal or financial interest, on or after the effective date of this subgrant, shall immediately disclose his or her interest to the agency in writing through the annual disclosure form or whenever a conflict arises. Thereafter, they shall not participate in any action affecting the work under this subgrant unless LCLE determines that, in light of the interest disclosed, their participation in any such action would not be contrary to the public interest.

Appearance:

In the use of agency project funds, officials or employees of state or local units of government and non-government subgrantees shall avoid any action that might result in, or create the appearance of:

1. Using their official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Adversely affecting the confidence of the public in the integrity of the government or the project.

2. Conflicts of Interest Policy may be enforced against individual members as described below:

1. All actual and potential conflicts of interests shall be disclosed to the LCLE through the annual disclosure form and/or whenever a conflict arises.

13. SECTIONS:

- 2. The LCLE shall make a determination as to whether a prohibited conflict exists and what subsequent action is appropriate.

- 3. Subrecipient Agency will notify the appropriate District Director(s), if applicable, and the LCLE of all conflicts and management plans.

Conflicts of Interest Acknowledgement and Disclosure

3. I have read the Conflicts of Interest Policy information provided in this section and agree to comply fully with the terms and conditions at all times. All Conflict of Interest forms completed and signed by all authorized officials, personnel and consultants connected with this subgrant project will be collected and filed with this subgrant's records. If at any time I become aware of any actual or potential conflicts of interests or if the information provided becomes inaccurate or incomplete for anyone who completed and submitted a Conflict of Interest form, I will promptly notify the appropriate District Director(s) and the LCLE.

Yes

4. The applicant agency agrees to give any official representative of the LCLE, District, or federal government entity access to and the right to examine all Conflict of Interest forms collected and filed for this subgrant project.

Yes

14. PERFORMANCE INDICATORS:

1. Established by LCLE

2. Established by Subgrantee

15. LCLE's Standard Subgrant Conditions:

LCLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LCLE with your application. The current version of LCLE's Standard Subgrant Conditions is available at www.lcle.la.gov <<http://www.lcle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LCLE's offices at (225) 342-1968.

16. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: VOCA Demographics**File Name**

EntityInformation_20240406-090128.pdf

HOUMA POLICE DEPARTMENT HIERARCHY.pdf

File Description

EntityInformation_20240406-090128.pdf

HOUMA POLICE DEPARTMENT HIERARCHY.pdf

Section: VOCA Evaluation**File Name**

Client Survey.pdf

Crisis Call Form (1).pdf

Lethality Assessment Form (1).pdf

Medical Advocacy Brochure 2015 (1) (1).pdf

Safety Plan Worksheet (1).pdf

Service Provision Form (1).pdf

Sexual Assault Initial Contact Form (1).pdf

SURVEY_2019_1_15_19_15_5_77135 (1).pdf

File Description

Client Survey

Crisis Call Form

Lethality Assessment Form

Medical Advocacy Brochure

Safety Plan Form

Service Provision Form

Sexual Assault Initial Contact Form

Houma Police Department Survey

Section: LCLE Collaboration/Consultation**File Name**

7970 MOU.pdf

7970 SANE- SCCO Support Letter.pdf

CORONER DESIGNATION HAVEN 2023.docx
(1).pdf

SANE 7970 TPCO Support Letter.pdf

File Description

7970 MOU

St. Charles Coroner's Office Support Letter

Coroner Designation Letter

Terrebonne Coroner's Office Support Letter

Section: LCLE Civil Rights**File Name**

Certificate of Civil Rights Training (1) (1).pdf

Grievance Policy[140715] (1) (1).pdf

File Description

Civil Rights Certification

Grievance Policy

Section: LCLE EEOP**File Name**

2023 EEOP (1).pdf

File Description

2023 EEOP

Section: LCLE Certification of Compliance**File Name**

7970 Certificate of Compliance.pdf

File Description

7970 Certificate of Compliance



Monday, October 28, 2024

Item Title:

LCLE FY 22 BJAG Task Force Grant

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 BJAG-Task Force Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
ExecutiveSummary form.docx	10/13/2024	Cover Memo
Federal Edward Bryne JAG 2024-25 Resolution.doc	10/13/2024	Cover Memo
ApplicationContractReport_2024-10-13_215027.pdf	10/13/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

LCLE FY 2022 BJAG for 2024-25 Task Force Grant Program

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use Task Force funds to support the Houma Police Department and Assumption Parish Sheriff's Office. Funds will be used to facilitate overtime compensation for Post Certified Police Officers within Terrebonne and Assumption Parishes to address problems of all crimes within problem areas.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

LCLE FY 2022 for 2024-25 Task Force funds will assist the Government's support to the city of Houma Police Department and Assumption Parish Sheriff Office overtime efforts, as well as ensure the sustenance of essential services.

TOTAL EXPENDITURE

\$21,700.00

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

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice FY 2022 BJAG-Task Force Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2022 Task Force Fund for Twenty One Thousand three hundred seven hundred dollars (\$21,700.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2024-25 Task Force Fund will provide grant funding to improve the effectiveness and safety of our Police Officers by providing them with overtime to target problem areas within the City of Houma and Assumption Parish,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

LOUISIANA COMMISSION ON LAW ENFORCEMENT

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
5/1/2024	7/10/2024	2022-DJ-01 8004

1. Type of Funds for which you are applying	Edward Byrne Justice Assistance Grant Program (Federal 16.738 BJAG)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
	Phone: 985-873-6308	Fax: 985-872-4670	Email: bobryan@tpcg.org
5. Financial Officer	Name: Mrs. Sarah C LeCompte		Title:
	Agency:		
	Street Address Line 1: P.O. Box 2768		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
	Phone: 985-873-6446 x1326	Fax:	Email: slecompte@tpcg.org
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
	Phone: 985-873-6308	Fax: 985-872-4670	Email: bobryan@tpcg.org
7. Brief Summary of Project (Do Not Exceed Space Provided)	Short Title (May not exceed 50 characters) Multi-Jurisdictional Task Force		
	"Smart Suite" Task Force is a crime-fighting program, which includes Smart Policing and Smart Supervision, which will strive to be effective by reducing gun complaints and the recidivism with keeping a drug using defendant in treatment program and deter from the current revolving justices door systems		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	21,700.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	21,700.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	21,700.00	100%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	21,700.00	100%

10. Project Start Date: 7/1/2024

Project End Date: 6/30/2025

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS

A. AGENCY BUDGETS

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	21,700.00	21,700.00
Total:	21,700.00	21,700.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	21,700.00	21,700.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	21,700.00	21,700.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	21,700.00	21,700.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	21,700.00	21,700.00

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1

PERSONNEL

Justification: HPD officers and APSO deputies will work SMART policing and SMART supervision objectives and goals

					<u>COST</u>
Position:	Deputies				
Name:	Pool of 4 deputies				
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate		
	2.748	x 52	x 62.99		9,001.00
	Standard working hours per week: 2.748 hrs.		% Budgeted Hours: 100		
Position:	Police Officers				
Name:	Pool of 4 officers				
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate		
	3.877	x 52	x 62.99		12,699.00
	Standard working hours per week: 3.877 hrs.		% Budgeted Hours: 100		

Personnel - Year 1 Total: 21,700.00

YEAR 1 TOTAL: 21,700.00

13. SECTIONS:

A. LCLE Budget Summary With Cash Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Calculated Paid Amounts
1.1	Personnel	21,700	0	0	0
Total: Σ		21,700	0	0	0

13. SECTIONS:

B. LCLE Budget - Personnel

PERSONNEL BUDGET JUSTIFICATION

1. Are personnel costs budgeted in this application?

Yes

2. Explain the basis of determining the salary for each position. (NOTE: Overtime **cannot** exceed 1-1/2 times the regular hourly rate.)

There are no salaries within this grant. The grant funding will be used for overtime which is paid out at 1-1/2 times their regular hourly rate.

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases **must** be factored into the personnel budget.

N/A

4. Are any employees working overtime on this project?

Yes

4.1. Explain the need for overtime.

Both agencies do not have the overtime budget within their departments to sustain the much needed enforcement efforts to continue such programs which would cause public safety concerns within the target populations

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

Pool of officers and deputies \$20 - \$62.99 per hour

4.2. Is your agency's overtime policy attached?

Yes

5. Are verifications of criminal background and fingerprint checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and fingerprint checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S. 15:1501-1511)?

Yes

7. Explain the need for each position.

To be able address the drug problems, criminal activities within our community while reduce the number of re-arrest and to allow the treatment program to assist the defendant in living a productive lifestyle.

13. SECTIONS:

8. Explain the project duties for each position.

"Smart Policing" which will consist of the following: Undercover operation, street jump operations, community policing and neighborhood watch programs. Added will be the "Smart Supervision" which will focus on reduce the number of re-arrest and to allow the treatment program to assist the defendant in living a productive lifestyle.

9. Are job descriptions for each position attached as a PDF?

Yes

10. Are resumes for each position attached as a PDF?

No

NOTE: Individual resumes for Law Enforcement Officers are not required.

10.1. If resumes are not attached, explain why below.

Due to task force confidentiality and safety of the police officers and deputies

11. Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

Existing personnel: no need to replace existing personnel due to overtime being paid.

LCLE BUDGET - PERSONNEL related attachments:

File Name:

- ✂ APSO Job Description.pdf
- ✂ APSO overtime policy.pdf
- ✂ HPD job description.pdf
- ✂ HPD Overtime Policy.pdf

File Description:

- APSO Job Description.pdf
- APSO overtime policy.pdf
- HPD job description.pdf
- HPD Overtime Policy.pdf

13. SECTIONS:

C. LCLE Budget - Employee Benefits

EMPLOYEE BENEFITS JUSTIFICATION

1. Are personnel costs budgeted in this application?

No

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

13. SECTIONS:**D. LCLE Budget - Travel****TRAVEL**

Travel is allowed for personnel listed in the Personnel Section of application. Mileage is unallowable in agency-owned vehicles. Charges cannot exceed established agency travel rates, but in no case can travel expenses exceed the current Louisiana Travel Guidelines. **Out-of-state travel requires prior approval from LCLE.**

1. Are travel costs budgeted in this application?

No

LOCAL TRAVEL

2. Are requested travel costs for local travel?

No

2.1. State who will travel and the purpose for local travel.

N/A

NON LOCAL IN-STATE AND OUT-OF-STATE TRAVEL

3. Are requested travel costs for non-local in-state and/or out-of-state travel?

No

3.1. State who will travel and the purpose of the non-local in-state and/or out-of-state travel.

NOTE: Out-of-state travel requires prior approval from LCLE. This is inclusive only to the 48 contiguous states. Hawaii, Alaska and international travel is prohibited.

N/A

4. Does the agency maintain a vehicle travel log that identifies each person traveling, date and time of travel, beginning and ending mileage, and purpose of travel? This is for **both** local travel and non-local in-state and out-of-state travel.

No

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

N/A

13. SECTIONS:

E. LCLE Budget - Equipment

EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

N/A

1.2. Explain the procurement procedures.

N/A

1.3. Explain the equipment's relationship to this project.

N/A

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

No

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

NOTE: Sole Source request must be attached to this application.

N/A

13. SECTIONS:

F. LCLE Budget - Supplies & Operating Expenses

SUPPLIES & OPERATING EXPENSES JUSTIFICATION

SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

N/A

1.2. Explain the relationship of the office supplies to this project.

N/A

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

N/A

2.2. Explain the relationship of the supplies to this project.

N/A

OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

N/A

3.2. Explain the relationship of the operating costs to this project.

N/A

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

N/A

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

No

13. SECTIONS:

4.2.1. Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

N/A

4.3. If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

No

4.3.1. If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

N/A

5. Are audit costs budgeted in this application?

No

5.1. If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

No

5.2. If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

N/A

6. Are monthly rent or lease payments budgeted for this project?

No

6.1. If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

N/A

13. SECTIONS:

G. LCLE Budget - Consultant

CONSULTANTS JUSTIFICATION

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the attached LCLE approved contract template.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

1. Are consultants costs budgeted in this application?

No

2. Explain the purpose of each consultant or other contractual services requested.

N/A

3. Explain why each service requested is necessary and cost effective for this project.

N/A

4. Explain the procurement procedures and basis for determining rate of pay.

N/A

5. Is this request for sole source?

No

5.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

NOTE: You must attach the sole source request to this application.

N/A

13. SECTIONS:

H. BJAG Budget Confidential

CONFIDENTIAL FUNDS If you have confidential funds, please select the Other category in the budget detail section and create separate line items for Purchase of Services (P/S), Purchase of Evidence (P/E), and Purchase of Specific Information (P/I) . Complete and the Attach the Certificate of Confidential Funds in this section..

1. Are you budgeting any Confidential expenditures?

No

2. Please itemize the Confidential funds expenditures.

(Please verify that the Total Amount equals the Budgeted Amount.)

ID	Confidential Fund Types	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Calculated Paid Amounts
Total: Σ		0	0	0	0

3. I certify that I have copies of the LCLE / Office of Justice Programs Guidelines for Handling Confidential Funds. I understand that these guidelines must be followed in the accounting for and expenditure of Confidential funds.

No

13. SECTIONS:**I. BJAG Purpose Areas**

Check the box[es] that address this project; you should only check the box[es] within one Purpose Area. The attached "Byrne-JAG Purpose Areas-Update" indicates BJA titles of Byrne projects within each Purpose Area. This information must be submitted to the Bureau of Justice Assistance (Performance Measurement Tool or PMT), and a copy of the PMT Report must be attached to your Quarterly Progress Report.

1. Law Enforcement Programs

Direct Services

2. Prosecution and Court Programs

A response to this question is optional and no answers were selected.

3. Prevention and Education Programs

A response to this question is optional and no answers were selected.

4. Corrections and Community Corrections Programs

A response to this question is optional and no answers were selected.

5. Drug Treatment and Enforcement Programs

A response to this question is optional and no answers were selected.

6. Planning, Evaluation and Technology Programs

A response to this question is optional and no answers were selected.

7. Crime Victim and Witness Programs (other than compensation)

A response to this question is optional and no answers were selected.

Please state who will be responsible for submitting the performance measurements for the activities indicated above; the appropriate information must be submitted to the BJA PMT Reporting System via their Office of Justice Programs website.

8. Mental Health Programs and Related Law Enforcement and Corrections Programs, including Behavioral Programs and Crisis Intervention Teams

A response to this question is optional and no answers were selected.

13. SECTIONS:

J. BJAG Project Funding History

1. Is this project exempt from the 48-month limitation?

Yes

2. List the subgrant numbers (beginning with THIS subgrant application) the federal fiscal year (FY) of the subgrant allocation and the total number of months funded for this project, including THIS subgrant application's months.

ID	Subgrant Number	Federal Fiscal Year (FY)	Total Number of Months Funded
2.1	7234	2021	12
2.2	6427	2020	12
2.3	6210	2019	12
2.4	5080	2018	12
2.5	4651	2017	12
2.6	3431	2016	12
2.7	3124	2015	12
2.8	2411	2014	12
2.9	1699	2013	12
Total: Σ			108

If your project extends beyond the 48 month limitation, you are required to submit a request for a waiver. If a waiver request is needed, **ATTACH the Waiver Request Letter** .

3. Has this project had a waiver request approved for an extension beyond the 48 month limitation?

No

3.1. List the date the Louisiana Commission on Law Enforcement approved the 48-month waiver.

13. SECTIONS:**K. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

Document the need, not the symptoms or solutions. Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

The "Smart Suite" Task Force is a crime-fighting program, which includes Smart Policing and Smart Supervision. The "Smart Suite" Task Force model builds off lessons learned from BJA's "Smart Suite" of crime-fighting programs. "Smart Suite" Task Force is designed to promote effective, data-driven, research-based strategies for justice system reforms. The "Smart Suite" Task Force pairs an operational, results-focused researcher with in-house personnel and the prosecutor's office for the development of data-driven solutions. This data driven solutions will create effective, efficient, fair, Smart Policing and Smart Supervision strategies to improve public safety.

The connection between drug addiction and crime is supported by numerous statistics, 60-80% of all crimes at the state and local level are drug-related, committed by individuals who test positive for drug use at the time of arrest. The cycle of drug use and criminality cannot be broken under the current revolving door system. Those arrested for drugs are continually going in and out of the criminal justice system. The "Smart Suite" Task Force programs will bring the full weight of all interveners to bear, forcing the offender to deal with his/her substance abuse problem, in many cases for the first time, or suffer the consequences. The "Smart Suite" Task Force mission is to keep a drug using defendant in the treatment program and deter from the current revolving door system.

The "Smart Suite" Task Force will also focus on combating gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing guns are prevented from doing so, by enhancing reporting to the FBI's NICS. The "Smart Suite" Task Force mission is to educate the public. Smart Policing, proactive interventions challenge the reactive nature of current law enforcement practices by using crime analysis to predict where, when, and how incidents will occur. The efficacy of crime prevention strategies increases greatly. Reactive, arrest-based approaches that focus on individuals after they have already committed crimes are generally less effective and may even increase recidivism. Focused and specific interventions are strategies that target specific types of crime (e.g., a focus on just gun-related incidents), specific types of people (e.g., specific gangs) or specific crime mechanisms/factors contributing to crime (e.g., emphasizing physical environmental factors that could enable crime), as opposed to general, blanket strategies (e.g. increasing the number of patrol officers or mandatory arrests).

In closing, the "Smart Suite" Task Force is a crime-fighting program, which includes Smart Policing and Smart Supervision, will strive to be effective by reducing recidivism with keeping a drug using defendant in the treatment program and deter from the current revolving door system. "Smart Suite" Task Force will also target gun-related incidents with a mission to reduce these types of crimes. The success of this "Smart Suite" Task Force will greatly depend on an evidence based matrix system.

13. SECTIONS:

3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.

The gap in community resources is that our local sheriff office only has one person for the whole parish in doing following ups on individuals that go to drug court system. Captain Bobbie O'Bryan meet with D.A. Kevin Guidry in discussing the issues that follow since Drug Court, DA's Office, Sheriff Office and Houma Police Department are low on funding but the problems of individuals going into that revolving door system keeps increasing. So instead of taking funding and just arresting individuals that qualify for Drug Court while increasing more individuals into the revolving door system. We will focus our funding on "Smart Policing and Smart Supervision" which will strive to be effective by reducing recidivism with keeping a drug using defendant in the treatment program and deter from the current revolving door system.

13. SECTIONS:

L. LCLE Goals & Objectives

GOALS

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

Goals:

The "Smart Suite" Task Force is a crime-fighting program, which includes Smart Policing and Smart Supervision.

1. The goal is to reduce the number of re-arrest and to allow the treatment program to assist the defendant in living a productive lifestyle. Smart Supervision will assist drug using defendant is competing the treatment program and deter from the current revolving door system.
2. The goal of Smart Policing focus on combating gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing guns are prevented from doing so, by enhancing reporting to the FBI's NICS

OBJECTIVES

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Objective:

1. Smart Supervision will target 500 drug using defendant by conducting physical face to face residential checks, making sure the drug using defendant meets curfew, attending mandatory meetings and living in a drug free environment. All interaction will be face to face, documented and reported back to the Terrebonne Parish District Attorney's Office Drug Court Program with data driven solutions which will be input into an evidence-based matrix system. The program will begin within the first thirty days of the awarded grant and quarterly within the LCLE E-Grant system.
2. Smart Policing, by using data driven solutions which will be input into an evidence-based matrix system to predict where, when, and how incidents will occur. Smart Policing will target 500 gun-related incidents, gangs and crime mechanisms/factors contributing to gun-related crimes. Smart Policing will be based on the information from the evidence-based matrix system, which will be shared in packets with Police Officers, that will work overtime in addressing this focus. Enhancing reporting to the FBI's NICS will be followed up with the department's evidence custodian and traced within a data driven solution. The program will begin within the first thirty days of the awarded grant and quarterly within the LCLE E-Grant system.

13. SECTIONS:**M. LCLE Activities****ACTIVITIES**

1. List the specific activities and/or services to be provided that will accomplish the objectives. Must include a timetable for achieving the various components of your project. Timetable must cover the entire grant period. This must relate back to the Goals and Objectives described earlier for your project. If this is a training project, please state below that you are completing the Training Program information.

Objective:

1. Smart Supervision will target 500 drug using defendant by conducting physical face to face residential checks, making sure the drug using defendant meets curfew, attending mandatory meetings and living in a drug free environment. All interaction will be face to face, documented and reported back to the Terrebonne Parish District Attorney's Office Drug Court Program with data driven solutions which will be input into an evidence-based matrix system. The program will begin within the first thirty days of the awarded grant and quarterly within the LCLE E-Grant system.

2. Smart Policing, by using data driven solutions which will be input into an evidence-based matrix system to predict where, when, and how incidents will occur. Smart Policing will target 500 gun-related incidents, gangs and crime mechanisms/factors contributing to gun-related crimes. Smart Policing will be based on the information from the evidence-based matrix system, which will be shared in packets with Police Officers, that will work overtime in addressing this focus. Enhancing reporting to the FBI's NICS will be followed up with the department's evidence custodian and traced within a data driven solution. The program will begin within the first thirty days of the awarded grant and quarterly within the LCLE E-Grant system.

The activities undertaken to achieve the goals & objectives are ongoing through the grant period of July 1, 2024 through June 30, 2025

13. SECTIONS:

N. LCLE Training Project

Training Projects

Complete this page in lieu of Activities/Methods. This page is to be completed only if this application is for the training of individuals involved in the criminal justice system. DO NOT use this form for in-house training.

1. Is this a training project?

No

2. Provide a brief concise description of the curriculum (topics to be included).

3. List the type of personnel to be trained.

4. How many individuals expected to be trained?

5. Identify the geographical location(s) of the trainees (who will be invited).

6. Dates and hours of the training

7. Identify the location of the training.

8. Provide a brief concise justification supporting the effectiveness of the training in addressing the identified need.

13. SECTIONS:**O. BJAG Performance Measurements**

1. Please provide the following information for the person responsible for submitting PMT reporting information. This person will be responsible for creating a report in the BJA Performance Measurement Tool (PMT) Quarterly. Reporting is required and should be completed as outlined the the special conditions of the award letter. <https://bjapmt.ojp.gov/>. If the role changes at your agency, email the LCLE, Byrne JAG contact with the updated information.

ID	Name	Phone Number	Email Address
1.1	Bobbie O'Bryan	985-873-6308	bobryan@tpcg.org

JAG Showcase <https://www.bja.gov/Programs/JAGsuccess.html>

The JAG Showcase is designed to identify and highlight Edward Byrne Memorial Justice Assistance Grant (JAG) projects that have demonstrated success or have shown promise in reducing crime, positively impacting communities, etc. Each year, new methods to reduce and prevent crime, violence, and drug abuse; and, to improve the functioning of the criminal justice system are being discovered. BJA hopes that this page will serve as a resource for criminal justice professionals in the field who seek to stay informed of some the most interesting, innovative, results oriented projects that have been funded with JAG money in the last several years.

13. SECTIONS:

P. LCLE Prior Results

PRIOR RESULTS
(For Continuation Projects Only)

1. Is this a continuation project?

Yes

2. Based on the objectives of the previous application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

At the time of this application, our agencies have just started working and understanding the objectives of "SMART SUITE" while understanding "SMART SUPERVISION and SMART POLICING" This project has never been done within our area and are expected to have a large impact within our community.

3. Did the project work as expected? Please explain why.

At the time of this application, our agencies have just started working and understanding the objectives of "SMART SUITE" while understanding "SMART SUPERVISION and SMART POLICING" This project has never been done within our area and are expected to have a large impact within our community

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

13. SECTIONS:

Q. LCLE Demographics

DEMOGRAPHICS

1. Type of Authorized Agency

Parish Government

If this application is for federal funds, attach verification showing agency's CCR is active and current.

1.1. Is this application for federal funds?

Yes

1.1.1. Enter the Unique Entity Identifier (UEI) number.

WTBJJFPVF5K8

1.1.2. Please enter the CAGE/NCAGE number.

5THM7

1.1.3. Enter expiration date.

2/7/2025

1.2. Is a verification statement listing the current UEI and CAGE/NCAGE registration attached that states your agency is active and current in the System of Award Management (SAM) system?

Yes

1.3. Is organization chart attached?

Yes

2. Type of Implementing Agency.

Law Enforcement Agency

3. Select the Congressional District(s) this project serves.

1

4. Geographic area to be served.

Rural

5. Are you providing services?

Yes

5.1. If services are provided, list the physical address(es).

500 Honduras Street

Houma, La 70360

13. SECTIONS:

6. Is this a system improvement project and/or a training project?

A response to this question is optional and no answers were selected.

LCLE DEMOGRAPHICS related attachments:

File Name:

- ✦ EntityInformation_20240406-090128.pdf
- ✦ HOUMA POLICE DEPARTMENT HIERARCHY.pdf

File Description:

- EntityInformation_20240406-090128.pdf
- HOUMA POLICE DEPARTMENT HIERARCHY.pdf

13. SECTIONS:

R. LCLE Evaluation

EVALUATION AND DISSEMINATION OF REPORTING

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

2. Who will be responsible for submitting the data for the Quarter, Semi-annual and/or Annual Program Reports and federal PMT Reports (if applicable)?

Please state their name(s) and contact information below.

ID	Name	Phone Number	Email Address
2.1	Bobbie O'Bryan	985-873-6308	bobryan@tpcg.org

3. From who will the data be collected - what is the source?

Data will be collected from the police officers and deputies that will work the goals and objectives operations.

4. When will the data be collected?

Once a month, to be added up the quarterly reports.

5. Who will collect and analyze the data?

CPT Bobbie O'Bryan will collect the data from the forms.

6. Following evaluation, who and how will updating or revising of the project's strategy be accomplished?

CPT Bobbie O'Bryan will share the data with officers and deputies in an effort to achieve our goals and objectives.

7. The applicant agency agrees to submit program reports, fiscal reports, federal PMT reports (if applicable) and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

8. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e. quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), courts with jurisdiction, etc.

Quarterly reports will be generated from the MJTF members who will be approved by the Sheriff of Assumptions Parish and the Police Chief of the City of Houma. The quarterly report will then be sent to the LCLE to be able to show the efforts within our communities. CPT O'Bryan will complete the quarterly reports for BJA PMT report online within the first 5 to 10 days at the end of the quarter and within the report time

9. Is an evaluation form, example of a form, and/or sample of a form your agency will be using to complete the Program Reports attached? (This form should show how your agency collects data.)

Yes

9.1. If you have not attached the evaluation form your agency will be using to collect data, please explain why.

13. SECTIONS:

10. Is a client evaluation form, example of a form, and/or sample of a form your agency uses to allow clients to complete that provides feedback on the services they receive? (This form could be valuable in determining if the program is meeting their needs.)

Yes

10.1. If you have not attached the client evaluation form your agency, please explain why.

LCLE EVALUATION related attachments:

File Name:

- ✦ Multi-Jurisdictional Task Force Client Evaluation Form.pdf
- ✦ SMART SUITE Task Forvce Tracing form.pdf

File Description:

- Multi-Jurisdictional Task Force Client Evaluation Form.pdf
- SMART SUITE Task Force Tracing form.pdf

13. SECTIONS:

S. LCLE Resources

RESOURCES

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

The Terrebonne Parish Consolidated Government (Houma Police Department) and the Assumption Parish Sheriff's Office will operate out of three buildings at three different locations within the Parishes. The TPCG for the Houma Police Department will operate out of a building located on parish government property in a secured location. The Assumption Parish Sheriff's Office will operate out of a building of which they were renting as their secured location. All agencies will meet monthly at designate locations or by phone conferences. The DA's Office has a building which manages their drug court, counseling and other activities to work within individuals within the court system.

13. SECTIONS:

T. LCLE Continuation

CONTINUATION

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

The Houma Police Departments are governed by councils, so we would have to go to them to request funding. Assumption Parish Sheriff Office is within farming and rural land which has a very limited property taxes base. They would not be able to continue such a project. Other grants are very limited, also.

13. SECTIONS:

U. LCLE Collaboration/Consultation

COLLABORATION/CONSULTATION

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

The Terrebonne Parish Consolidated Government (Houma Police Department) and the Assumption Parish Sheriff's Office will operate out of three buildings at three different locations within the Parishes. The TPCG for the Houma Police Department will operate out of a newly found building located on parish government property in a secured location. The Assumption Parish Sheriff's Office will operate out of a building of which they were renting as their secured location. All agencies will meet monthly at designate locations or by phone conferences. The DA's Office has a building which manages their drug court, counseling and other activities to work within individuals within the court system

2. The following support documents are attached. (Must choose one and/or both or N/A)

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

If a Byrne JAG Multi-Jursidictional Task Force, the Certificate of MJTF Projects

LCLE COLLABORATION/CONSULTATION related attachments:

File Name:

File Description:

✂ 8004 Task Force IGA with Assumption 2024-2025.doc

8004 Task Force IGA with Assumption 2024-2025.doc

✂ Assumption MOU.pdf

Assumption MOU

✂ 8004 TPSO Certificate iof MJTF Projects.pdf

MJTF Certificate

13. SECTIONS:

V. LCLE Audit Requirements

AUDIT REQUIREMENTS

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

No

Please provide the following information:

1.1. Date of last audit

6-30-2023

1.1.1. audit period beginning:

1-1-2022

1.1.2. audit period ending:

12-31-2022

1.2. Date of next audit

1-1-2024

1.2.1. audit period beginning:

1-1-2023

1.2.2. audit period ending:

12-31-2023

1.3. Date next audit will be forwarded to LCLE

7-31-2024

13. SECTIONS:

W. BJAG Audit & Seizure questions

1. What was the date of your Agency's last internal review or audit of asset seizures / forfeitures ?

4/8/2024

2. For searches conducted on your prior Byrne JAG project, how many resulted in asset seizures and forfeitures?

0

3. If applicable, how much program income was generated from asset seizures / forfeitures by your prior Byrne JAG project?

PROGRAM INCOME is gross income earned by the subgrantee during the funding period, as a direct result of the grant is considered program income. Program Income can include but is not limited to, seizures and forfeitures, fees and registration cost, sale of publications, ect. Subgrantees must comply with Federal and State Program Income Guidelines.

0.00

13. SECTIONS:

X. LCLE Civil Rights

CIVIL RIGHTS

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

1. CIVIL RIGHTS CONTACT PERSON - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Capt. Bobbie O'Bryan #144

1.1. Civil Rights Contact Person's Email

bobryan@tpcg.org

1.2. Civil Rights Contact Person's Telephone Number

985-873-6308

13. SECTIONS:

2.

TRAINING - The Office for Civil Rights online training can be obtained at:

[Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs \(ojp.gov\)](#)

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in BLUE by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

egrants@lcle.la.gov

or

Mail to

Egrants
Louisiana Commission on Law Enforcement
PO Box 3133
Baton Rouge, LA 70821-3133

Yes

3. NOTICE - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)

Posters

Verbal Orientation

Other

3.1.1. Describe Other

PowerDMS which has our agency's policy

13. SECTIONS:

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Other: Describe

3.2.1. Describe Other

PowerDMS which has our agency's policy

4. COMPLAINTS - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Verbal Orientation

Policies

Website

Other

4.1. Describer Other

PowerDMS which has our agency's policy

5. RESOLUTION - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

Other

5.1.1. Describe Other

PowerDMS which has our agency's policy

13. SECTIONS:**5.1.2. Describe Procedure**

Grievance Procedure

A. This grievance procedure is designed to be used by an individual employee to resolve/remedy a personal problem that relates to personnel, policies, procedures, and rules of the Houma Police Department.

1. Permanent employees are permitted to air any grievances that they may have with regard to their treatment or conditions on the job. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

2. All civil rights complaints are submitted to the TPCG Human Resource Director.

B. The employee must first submit a written grievance to their immediate supervisor. If the immediate supervisor is the subject of the grievance, then it is submitted to the second line supervisor in their chain of command within eight (8) working days after the cause of action. A copy of this written grievance must also be submitted to the Chief of Police and the Parish Personnel Department.

C. It shall be the responsibility of the Assigned Supervisor to study the grievance and attempt to resolve it. Whatever the decision is of this officer, he/she must put the decision in writing to the employee. Should the employee feel the (Assigned Supervisor) decision is unsatisfactory, the employee will have eight (8) working days to request, in writing to their second line supervisor, that his/her grievance be forwarded to the next higher level of management for review. The employee can continue this process through the highest administrative level including the Chief of Police who is the final authority in regard to any grievance. Any attempt by an employee to bypass the chain of command in the grievance process shall be grounds for disciplinary action.

5.2. Delivery of Services

Program Manual

Agency Policies

Other

5.2.1. Describe Other

PowerDMS which has our agency's policy

5.2.2. Describe Procedure**6. LIMITED ENGLISH PROFICIENCY (LEP) - Describe steps to provide meaningful access to programs who have LEP.**

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

13. SECTIONS:

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Interpreter services contracted as needed.

Translation of written documents

6.1.2. Describe Other

7. RELIGIOUS ACTIVITIES - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

7.1. Do you conduct religious activities as part of the program?

No

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

SUBSTANTIAL FINDINGS OF DISCRIMINATION - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

8. TECHNICAL ASSISTANCE - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

File Name:

✦ Certificate of Civil Rights Training.pdf

File Description:

Certificate of Civil Rights Training.pdf

13. SECTIONS:

Y. LCLE EEOP

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE

PLEASE NOTE: THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

File Name:

✂ EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

File Description:

EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

13. SECTIONS:

Z. LCLE FFATA

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE

If there are any changes to this questionnaire, you must notify LCLE in writing.

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

AND

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
----	------	---------------

13. SECTIONS:

AA. LCLE Non Profit

PRIVATE NON-PROFIT AGENCY CHECKLIST

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact www.la.state.la.us.

No

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

13. SECTIONS:**BB. LCLE Conflict of Interest****FORM FOR POTENTIAL CONFLICTS OF INTEREST**

The purpose of the conflicts of interest policy is to assist all interested parties about what constitutes a conflict of interest, identify, and disclose actual and potential conflicts, and manage conflicts of interest when necessary. All information and documentation received and in connection with the services, will be treated with strict confidentiality. Conflicts of interest are not necessarily prohibited or harmful; however, full disclosure of all actual and potential conflicts is required. Any questions regarding a confidentiality obligation and/or conflict of interest will be addressed to the LCLE.

1. Personnel and other officials connected with federally funded projects shall adhere to the following requirements:

Advice:

No official or employee of any Subgrant Agency shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, subgrant, cooperative agreement, claim, controversy, or other particular matter in which subgrant funds (including project income or other funds generated by Federally-funded activities) are used, where to their knowledge, they or their immediate family, partners, organization other than a public agency in which they are serving as an officer, director, trustee, partner, or employee, or any person or organization with whom they are negotiating has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

Any such person referred to above who acquires personal or financial interest, on or after the effective date of this subgrant, shall immediately disclose his or her interest to the agency in writing through the annual disclosure form or whenever a conflict arises. Thereafter, they shall not participate in any action affecting the work under this subgrant unless LCLE determines that, in light of the interest disclosed, their participation in any such action would not be contrary to the public interest.

Appearance:

In the use of agency project funds, officials or employees of state or local units of government and non-government subgrantees shall avoid any action that might result in, or create the appearance of:

1. Using their official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Adversely affecting the confidence of the public in the integrity of the government or the project.

2. Conflicts of Interest Policy may be enforced against individual members as described below:

1. All actual and potential conflicts of interests shall be disclosed to the LCLE through the annual disclosure form and/or whenever a conflict arises.

13. SECTIONS:

- 2. The LCLE shall make a determination as to whether a prohibited conflict exists and what subsequent action is appropriate.

- 3. Subrecipient Agency will notify the appropriate District Director(s), if applicable, and the LCLE of all conflicts and management plans.

Conflicts of Interest Acknowledgement and Disclosure

3. I have read the Conflicts of Interest Policy information provided in this section and agree to comply fully with the terms and conditions at all times. All Conflict of Interest forms completed and signed by all authorized officials, personnel and consultants connected with this subgrant project will be collected and filed with this subgrant's records. If at any time I become aware of any actual or potential conflicts of interests or if the information provided becomes inaccurate or incomplete for anyone who completed and submitted a Conflict of Interest form, I will promptly notify the appropriate District Director(s) and the LCLE.

Yes

4. The applicant agency agrees to give any official representative of the LCLE, District, or federal government entity access to and the right to examine all Conflict of Interest forms collected and filed for this subgrant project.

Yes

13. SECTIONS:

CC. LCLE Certification of Compliance

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

File Name:

✂ 8004 Certificate of Compliance.pdf

File Description:

8004 Certificate of Compliance

13. SECTIONS:

DD. BJAG Certified Assurances Revised Oct 2022

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT				1.
Louisiana Commission on Law Enforcement				
Certified Assurances				
Abbreviations:				
	BJA:	Bureau of Justice Assistance	OJP:	Office of Justice Programs
	CFR:	Code of Federal Regulations	OMB:	Office of Management and Budget
	JAG:	Justice Assistance Grant	PL:	Public Law
	LCLE:	Louisiana Commission on Law Enforcement	USC:	United States Code
THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF A SUBGRANT AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE FOLLOWING ASSURANCES:				
1.	<p>48-MONTH FUNDING LIMITATION. The applicant understands that projects approved for funding are limited to 48-months. Continued funding is based on the project’s performance, timely submission of required reports and the availability of funds. The applicant understands that if extenuating circumstances requires additional funding after 48 months, the applicant must request, in writing, a waiver of the 48-month limitation and provide justification of the request. The applicant must receive Commission approval prior to submission of an application. The applicant would then be allowed an additional 48 months. Multi-Jurisdictional Task Force and training projects are exempt.</p>			
2.	<p>All Subgrants Must Have Specific Federal Authorization. The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).</p> <p>The details of the requirement for authorization of any subgrant award are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.</p>			
3.	ALLEGATIONS OF SERIOUS NEGLIGENCE OR SERIOUS MISCONDUCT			

13. SECTIONS:

	<p>The applicant agrees to provide LCLE a report detailing any allegation of serious negligence or serious misconduct substantially affecting the integrity of forensic results. The report will include the following:</p> <ul style="list-style-type: none"> a. The number and nature of any such allegations received during the grant period; b. Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); <p>The outcome of such referrals (if known as of the date of the report);</p> <ul style="list-style-type: none"> d. If any such allegations were not referred, the reason(s) for the non-referral. e. What action the agency is taking to address the allegation. The applicant agrees to submit the above information as an attachment to the quarterly program report. The applicant understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.
<p>4.</p>	<p>ALLOWABLE COSTS. The applicant certifies that any allowable costs incurred under any subgrant shall be determined in accordance with the general principles of allowable costs and standards for selected cost items set forth in 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements (which was adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230) (http://ojp.gov/funding/Part200UniformRequirements.html), as well as the current edition of the DOJ Financial Guide (https://www.ojp.gov/funding/financialguidedoj/overview), and LCLE Policies (www.lcle.la.gov).</p>
<p>5.</p>	<p><u>Applicability of Part 200 Uniform Requirements</u></p> <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2017 award from the Office of Justice Programs (OJP).</p> <p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.</p> <p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at https://ojp.gov/funding/Part200UniformRequirements.htm.</p> <p>In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p>
<p>6.</p>	<p>APPLICATION/AWARD REQUIREMENTS. Once the Commission has approved a jurisdiction’s application and the jurisdiction fails to comply with the application requirements within 45 days of the</p>

13. SECTIONS:

	<p>Commission approval date, LCLE reserves the right to reject the application. Failure to comply with application requirements will cause the jurisdiction to be designated “high risk”. High risk jurisdictions will be subject to additional requirements established by LCLE.</p>
<p>7.</p>	<p>APPLICATION CORRECTION PERIOD. Once the Commission has approved a jurisdiction’s application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.</p> <p>Failure to comply with application requirements will cause the jurisdiction to be designated “high risk”. High risk jurisdictions will be subject to additional requirements established by LCLE.</p>
<p>8.</p>	<p>ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN). The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.</p>
<p>9.</p>	<p>AUDIT CONTRACTS. The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.</p>
<p>10.</p>	<p>AUDIT AND INSPECTION. The applicant authorizes the Federal agency, Inspectors General, Government Accountability Office, its representatives, (in accordance with §200.503 Relation to Other Audit Requirements), the Louisiana Legislative Auditor (in accordance with LA RS 24:513) and the LCLE access to and the right to examine all records, books, computer software, paper or documents related to the federal subgrant.</p> <p>The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.</p>
<p>11.</p>	<p>AUDIT REQUIREMENTS. The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.</p> <p>If you have expended \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.</p> <p>If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation</p>

13. SECTIONS:

	<p>and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.</p> <p>Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.lla.la.gov).</p> <p>A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency’s fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.</p>
<p>12.</p>	<p><u>COMMINGLING OF FUNDS.</u> The applicant certifies and agrees there will be no commingling of funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another.</p>
<p>13.</p>	<p><u>COMPETITIVE PROCUREMENT.</u> The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE. (Federal reference: §200.317 thru §200.326 Procurement Standards)</p> <p>Any state agency or agency of a political subdivision of the state which is using appropriated federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).</p>
<p>14.</p>	<p><u>COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)</u></p> <p>The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p>
<p>15.</p>	<p><u>COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF</u></p>

13. SECTIONS:

	<p><u>CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS</u></p> <p>The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").</p>
<p>16.</p>	<p><u>COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE.</u> The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posed on the OJP website (currently, the "DOJ Grants Financial Guide"), available at https://ojp.gov/financialguide/DOJ/index.htm including any updated version that may be posted during the period of performance.</p>
<p>17.</p>	<p><u>COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 38</u></p> <p>The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.</p> <p>Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.</p> <p>The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.</p>
<p>18.</p>	<p><u>COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 42</u></p> <p>The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.</p>
<p>19.</p>	<p><u>COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 54</u></p>

13. SECTIONS:

	<p>The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain “education programs”.</p>
<p>20.</p>	<p><u>COMPLIANCE WITH GENERAL APPROPRIATIONS–LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS</u></p> <p>The applicant must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at "General Conditions" for OJP Awards in FY 2022 Office of Justice Programs, and are incorporated by reference here.</p> <p>Should a question arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of an appropriations-law restriction, the applicant is to contact LCLE for guidance, and may not proceed without the express prior written approval of the LCLE.</p>
<p>21.</p>	<p><u>COMPLIANCE WITH POLICY.</u> The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Drug Control and Violent Crime Policy Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 42 USC 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required and 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Financial/Administrative Requirements below.</p>
<p>22.</p>	<p><u>COMPLIANCE WITH OTHER STATUTORY REQUIREMENTS.</u> The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 CFR Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 CFR Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 CFR Part 23 Criminal Intelligence Systems Operating Policies; 28 CFR Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 CFR Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 CFR Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 CFR Part 61 Procedures for Implementing the National Environmental Policy Act; 28 CFR Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 CFR § 175.15(b).</p>
<p>23.</p>	<p><u>COMPLYING WITH THE SAFE STREETS ACT</u></p> <p>An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).</p>

13. SECTIONS:

<p>24.</p>	<p>COMPUTER NETWORK. The applicant understands and agrees that:</p> <p>(a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;</p> <p>(b) Nothing in subsection; and (c) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</p>
<p>25.</p>	<p>CONFIDENTIALITY REQUIREMENTS. The applicant agrees to comply with all confidentiality requirements of 42 USC Section 3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.</p>
<p>26.</p>	<p>COPY RIGHTS. The applicant acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under the subaward; and (2) any rights of copyright to which the applicant purchases ownership with Federal support.</p> <p>The applicant acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under the award and (2) authorizes others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).</p> <p>It is the responsibility of the applicant to ensure that this condition is included in any subaward under this award. The applicant has the responsibility to obtain from contractors and subcontractors (if any) all rights and data necessary to fulfill the applicant's obligations to the Government under this award. If the proposed contractor or subcontractor refuses to accept terms affording the Government such rights, the applicant shall promptly bring such refusal to the attention to LCLE and the OJP program manager for award and not proceed with the agreement in question without further authorization from the OJP program office.</p>
<p>27.</p>	<p>CRIME REPORTING. The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.</p>
<p>28.</p>	<p>CRIMINAL RECORDS SYSTEM/DATA REPORTS. The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in the time and manner specified by the Bureau.</p>
<p>29.</p>	<p>CRIMINAL RECORDS REPORTS. If applicable, the applicant certifies that all systems developed or purchased shall meet all specifications for Louisiana Information Based Reporting System (LIBRS) Criminal History System reporting as are in effect at the time of subgrant award.</p>

13. SECTIONS:

30.	<p><u>DNA TESTING.</u> If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (“CODIS, the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA databases without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).</p>
31.	<p><u>DEMOGRAPHIC DATA.</u> The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.</p>
32.	<p><u>DETERMINATION OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS</u></p> <p>SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.</p> <p>The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.</p> <p>The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Mintors.htm. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.</p>
33.	<p><u>DISCRIMINATION FINDINGS.</u> The applicant assures that in the event that any federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against a recipient of funds, the recipient will forward a copy of such findings to the Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133 and Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th St., N.W., Washington, D.C. 20531. The State of Louisiana also includes any discrimination on the grounds of sexual orientation.</p>
34.	<p><u>DRUG-FREE WORKPLACE.</u></p> <p>As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –</p> <p>a. The applicant certifies that it will or will continue to provide a drug-free workplace by:</p> <p>Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;</p> <p>Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant’s policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon</p>

13. SECTIONS:

	<p>employees for drug abuse violations occurring in the workplace;</p> <p>Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);</p> <p>Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;</p> <p>Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;</p> <p>Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and</p> <p>Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).</p>
<p>35.</p>	<p><u>DUAL COMPENSATION.</u> The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.</p>
<p>36.</p>	<p><u>ELIGIBILITY FOR FUNDING.</u> The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.</p>
<p>37.</p>	<p><u>ENFORCING CIVIL RIGHTS LAWS.</u> All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.</p>
<p>38.</p>	<p><u>EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP).</u></p> <p>If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must certify their compliance via the EEO Reporter Tool,</p>

13. SECTIONS:

	<p>which is available online at https://ojp.gov/about/ocr/ecop.htm.</p>
<p>39.</p>	<p><u>EQUIPMENT – INVENTORY CONTROL.</u> The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.</p>
<p>40.</p>	<p><u>EQUIPMENT – OTHER CAPITAL EXPENDITURES.</u> The applicant certifies that:</p> <ul style="list-style-type: none"> a) no other equipment owned by the applicant is available for the project; b) subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant; c) if equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected; d) the amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant; e) funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds, and f) Inventory Report must be updated through Egrants to include items billed in each fiscal report.
<p>41.</p>	<p><u>EQUIPMENT PURCHASE THRESHOLD.</u> In order to classify the purchase as an “Equipment” item, the cost must be at least \$1,000 and have a useful life of 1 year or more. Items that fall below this threshold will be considered “Supplies”.</p>
<p>42.</p>	<p><u>EXTERNAL INVESTIGATIONS</u></p> <p>The applicant shall ensure that requirements associated with 42 USC Section 379k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner’s office, coroner’s office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.</p>
<p>43.</p>	<p><u>FALSE CLAIMS ACT.</u> The applicant must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, applicant, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by: a) Mail: Office of the Inspector General, US Department of Justice, Investigations Division, 950 Pennsylvania Ave., N.W., Room 4706, Washington, DC 20530; b) Email: oig.hotline@usdoj.gov; c) Hotline: 1-800-869-4499 (Phone), 1-202-616-9881 or d) Additional information is available from the DOJ</p>

13. SECTIONS:

	OIG website. www.usdoj.gov/oig
44.	<p>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA). The applicant agrees to comply with applicable requirements to report first-tier awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).</p> <p>The details of applicant obligations, which derive from the Federal Funding Accountability and Transparency Act or 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p> <p>This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>
45.	<p>FINANCIAL/ADMINISTRATIVE REQUIREMENTS. The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance Policy above.</p>
46.	<p>FISCAL REGULATIONS. The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.</p>
47.	<p>FLOOD DISASTER PROTECTIONS ACT OF 1973. The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.</p>
48.	<p>FORENSIC GENEALOGICAL DNA ANALYSIS AND SEARCHING. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.</p>
49.	<p>FUTURE SUPPORT. The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects’ evidence based performances and risk assessments.</p>

13. SECTIONS:

50.	HATCHACT. The applicant, if a governmental entity, assures it will comply with requirements of 5 USC § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
51.	HIGH-RISK APPLICANTS. The applicant agrees to comply with any additional requirements that may be imposed during the subgrant performance period if the LCLE determines that the applicant is a high-risk applicant. 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.
52.	HUMAN RESEARCH SUBJECTS. The applicant agrees to comply with the requirements of 28 CFR Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
53.	<p>HUMAN TRAFFICKING. The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p>
54.	<p>IMMIGRATION AND NATURALIZATION SERVICES EMPLOYMENT ELIGIBILITY VERIFICATION. The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.</p>
55.	INDIRECT COSTS. The applicant agrees to the maximum limit of ten per centum (10%) of the grant award on indirect costs. The applicant that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate descriptors in 2 CFR 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise LCLE, in writing to be forwarded to OJP of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs.
56.	<p>Interest Income. The applicant assures that all interest earned on advances will be accountable. Interest Income is not considered Program Income. Applicants should only request federal funds for immediate needs. Interest earned on federal funds up to a maximum of \$250 a year for all federal programs may be kept by the applicant. Amounts over \$250 must be submitted annually to the United States Department of Health and Human Services, Division of Payment Management Services, P. O. Box 6021, Rockville, MD 20852. Refer to their website http://www.dpm.psc.gov/. A copy of any pertinent correspondence must be submitted to LCLE. Interest on Program Income may be used as match with prior approval from LCLE.</p>

13. SECTIONS:

57.	<p>JUSTICE INFORMATION SHARING. Information sharing projects funded under his award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.jp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p>
58.	<p>LANGUAGE PROFICIENCY (LIMITED ENGLISH PROFICIENCY). In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 USC § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.</p>
59.	<p>LOUISIANA AUTOMATED VICTIMS NOTIFICATION SYSTEM (LAVNS). The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Automated Victims Notification System (LAVNS) as appropriate.</p>
60.	<p>MANDATORY REPORTING. The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.</p>
61.	<p>MATCH. The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.</p>
62.	<p>MODIFICATIONS</p> <p>The applicant certifies that all major project changes must have prior written approval from LCLE to include:</p> <ul style="list-style-type: none"> a) Changes of scope in project activities, designs, or research plans set forth in the approved application; b) Changes in the project director or key professional personnel identified in the approved application; c) Changes in the subgrant period; and d) Changes in the approved budget. <p>Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those</p>

13. SECTIONS:

	<p>increases of more than ten percent (10%) of the total category cost estimate.</p>
<p>63.</p>	<p><u>NATIONAL ENVIRONMENTAL POLICY ACT EPA 42 O.S.C. SECTION 4321.</u> The applicant understands that all OJP awards are subject to the National Environmental Policy Act EPA 42 O.S.C. section 4321 et seq. and other related Federal laws (including the National Historic Preservation Act), if applicable.</p> <p>The applicant agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the applicant plans to use VOCA funds (directly or through contract) to undertake any activity that triggers these Requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.)</p> <p>The applicant also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.</p>
<p>64.</p>	<p><u>NATIONAL HISTORIC PRESERVATION.</u> The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 USC § 4321).</p>
<p>65.</p>	<p><u>NEW PROGRAM RESOURCES.</u> The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.</p>
<p>66.</p>	<p><u>NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS.</u> No applicant that receives a contract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p> <p>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</p> <p>1. In accepting an award on this application, the applicant—</p> <p>a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p>

13. SECTIONS:

	<p>b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>2. If the applicant does or is authorized to make subaward or contracts under this award—It represents that—</p> <p>(1) It has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p>(2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and it certifies that, if it learns or is notified that any subrecipient, contractors or subcontractor entity that receives funds under this application (award) is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport or restrict), reporting waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>
<p>67.</p>	<p>NON-DISCRIMINATION. No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Violence Against Women Act (VAWA) of 1994, as amended 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 USC § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; Department of Justice Non-Discrimination Regulation at 28 CFR Part 42, Subparts C, D, G, and I; 28 CFR Part 35; and 28 CFR Part 54.</p>
<p>68.</p>	<p>NON-PROFIT ORGANIZATIONS. The applicant agrees to make their financial statements available online (either on the applicant’s, LCLE’s, or another publicly available website). OVC will consider applicant’s organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.</p> <p>The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either—(1) a copy of the applicant’s 501(c)(3) designation letter; (2) a letter from the applicant’s state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; (3) a copy of the applicant’s certificate of</p>

13. SECTIONS:

	<p>incorporation that substantiates its non-profit status. The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate.</p> <p>The nonprofit organization applicant agrees to maintain its nonprofit status in “Active and Good Standing” with the Louisiana Secretary of State’s Commercial Division for the duration of the project period.</p> <p>The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.</p>
<p>69.</p>	<p><u>OBLIGATION OF SUBGRANT FUNDS</u></p> <p>The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.</p>
<p>70.</p>	<p><u>OJP RESEARCH GUIDING PRINCIPLES</u></p> <p>Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at:</p>
<p>71.</p>	<p><u>PATENTS.</u> The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).</p>
<p>72.</p>	<p><u>PEACE OFFICERS.</u> The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.</p>
<p>73.</p>	<p><u>PERFORMANCE MEASUREMENTS REPORT.</u> The applicant must collect, maintain, and provide data that measure the performance and effectiveness of activities under this application, in the manner, and within the timeframes, specified in the application or in approved program modifications. Performance measurements must include, but not limited to, (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of the grant period); if applicable to the award; and (3) the number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities within the grant period. This is in accordance with the Government</p>

13. SECTIONS:

	Performance and Results Act (PL No. 103-62 and the GPRA Modernization Act of 2010 (PL No. 111-352), and other applicable laws.
74.	PERSONALLY IDENTIFIABLE INFORMATION (PII). The recipient (and any “subrecipient” at any tier) must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or subrecipient)—1) creates, collects, uses, processes, stores, maintains, disseminates discloses, or disposes or “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
75.	PERSONNEL. The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.
76.	PERSONNEL – ACTIVITIES. The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
77.	PERSONNEL – BACKGROUND CHECKS AND FINGERPRINTING. The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.
78.	PERSONNEL – EXECUTIVE OVERTIME. The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement.
79.	PERSONNEL – OFF-DUTY. The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.
80.	PERSONNEL – OVERTIME. The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee’s regular, hourly rate of pay.
81.	PRESS RELEASES. The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

13. SECTIONS:**82. PROCUREMENT: COMPETITIVE CONTRACT SERVICES AND EQUIPMENT PURCHASES**

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

83. PROCUREMENT: UNREASONABLE RESTRICTIONS ON COMPETITION

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.

3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction:

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or

13. SECTIONS:

	<p>activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.</p> <p>B. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.</p>
<p>84.</p>	<p>PROGRAM INCOME. The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 CFR 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit. The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period. The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.</p>
<p>85.</p>	<p>PUBLIC AVAILABILITY OF INFORMATION. The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.</p>
<p>86.</p>	<p>PUBLICATION. Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:</p> <p>a) inclusion of the statement, <i>“The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.”</i>;</p> <p>b) an acknowledgment of support shall be made through use of the following, or comparable, footnote: <i>“This project was supported by Subgrant Number _____ awarded by the Louisiana Commission on Law Enforcement through the Office for Victims of Crime, Office of Justice Programs.”</i>; and</p> <p>c) submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.</p>

13. SECTIONS:

87.	<p><u>RECORDING AND DOCUMENTATION OF RECEIPTS AND EXPENDITURES.</u> The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to insure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.</p>
88.	<p><u>RECORDS MAINTENANCE.</u> The applicant certifies that all required records, with the exception of non-expendable property inventory records, shall be maintained in accordance with requirements set forth in 2 CFR 200:333 thru 200:337 Record Retention and Access All financial records, supporting documents, statistical records, and all other records pertinent to the award, shall be retained by each organization for AT LEAST THREE (3) YEARS following closure of their most recent audit report. If any litigation claim, negotiation, audit, or other actions involving the records begin before the expiration of the three-year period, the records must be retained until completion of the action, or resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. Non-expendable personal property inventory records must be maintained until final disposition of the property is authorized by OJP/LCLE. Refer to website: https://www.ecfr.gov/current/title-2/part-200</p>
89.	<p><u>RELIGIOUS OR MORAL BELIEFS.</u> The applicant understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students. Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment for all Justice Department Program Participant, and known as the Partnerships with Faith-Based and Other Neighborhood Organizations Regulation 28 CFR Part 38, prohibits faith-based organizations from using financial assistance from the Department of Justice to fund explicitly religious activities. While all applicant organizations can engage in non-funded inherently religious activities, such activities must be held separately from the Department of Justice funded programs, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR website at www.ojp.gov/about/ocr/partnerships.htm .</p>
90.	<p><u>RELOCATION ASSISTANCE.</u> The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.</p>
91.	<p><u>RENT.</u> The applicant certifies that:</p> <ul style="list-style-type: none"> a) when rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination; b) the cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;

13. SECTIONS:

	<p>c) rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;</p> <p>d) depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and</p> <p>e) cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.</p>
<p>92.</p>	<p>REPORTING REQUIREMENTS. The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly BJA PMT reports, quarterly and final Egrants fiscal reports, quarterly and final Egrants program reports, quarterly Egrants program income reports, and annual performance reports. BJA PMT reports are to be completed in the BJA PMT system through the BJA Website: www.bjaperformancetools.org. PMT reports should be completed in the BJA PMT system by the 10th of the month after the quarter has ended. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.</p>
<p>93.</p>	<p>REQUIREMENTS RELATED TO “DE MINIMIS” INDIRECT COST RATE. An applicant that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise LCLE in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>
<p>94.</p>	<p>REQUIREMENT TO REPORT POTENTIALLY DUPLICATIVE FUNDING. If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p>
<p>95.</p>	<p>RESTRICTIONS ON LOBBYING. In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)</p> <p>Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any</p>

13. SECTIONS:

	<p>such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p> <p>Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.</p>
<p>96.</p>	<p>SEATBELTS. The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.</p>
<p>97.</p>	<p>SOFTWARE DEVELOPMENT. The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.</p>
<p>98.</p>	<p>SPECIAL CONDITIONS. The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 CFR 200:207 Specific Conditions and 2 CFR 200:338 – 200:342 Remedies for Noncompliance.</p>
<p>99.</p>	<p>SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECKS SYSTEM. Consonant with federal statutes that pertain to firearms and background checks -including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court disposition, information, or other records that are “eligible records” (under federal and State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are “eligible records” (under federal and State law) relevant to NICS, the recipient must ensure that all such court dispositions, information, or other records that are “eligible records” (under federal and State law) relevant to the NICS are promptly made available to the NICS or the “State” repository/database that is electronically available to (and accessed by) the NICS, and –when appropriate—promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.</p> <p>In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition. DOJ will give great weight to any such evidence in any express written determination regarding this condition.</p>
<p>100.</p>	<p>SUPPLANTING. The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay.</p>

13. SECTIONS:

	The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.
101.	SUPPORT OF LAWS. The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
102.	TERMINATION OF FUNDING. The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 CFR 200:207 Specific Conditions and 2 CFR 200:338 – 200:342 Remedies for Noncompliance.
103.	TEXTING. The applicant agrees to comply with the pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Federal Register 51225 (October 1, 2009), the department encourages applicants to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
104.	THIRD-PARTY PARTICIPATIONS. The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.
105.	TRAINING/TRAINING MATERIALS. The applicant understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees .
106.	TRAVEL. The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See website: https://www.doa.la.gov/doa/ost/ppm-49-travel-guide/
107.	UNALLOWABLE COSTS. The applicant certifies that subgrant funds will not be expended for (a) items not part of the approved budget or separately approved by LCLE; (b) purchase or construction of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement; (c) entertainment, amusements, or social activities, and incidental costs related thereto; (d) bonuses or commissions; (e) purchase of automobiles or other automotive vehicles unless provided for in the subgrant agreement, (f) indirect costs, (g) political purposes on activities; (h) compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee; (i) military-type equipment; (j)

13. SECTIONS:

	<p>direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; (k) for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities.</p> <p>The applicant certifies that no project funds will be used to purchase, or will be used in any matter related to mechanical, electronic, or other device for surveillance purposes that is in violation of Title 3, P.L. 90-351, as amended, or any applicable state statute related to wiretapping, surveillance, or clandestine activity.</p>
<p>108.</p>	<p>UNIQUE ENTITY IDENTIFIER (UEI) and SYSTEM FOR AWARD MANAGEMENT (SAM). The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at OJP Grant Application Resource Guide Office of Justice Programs (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.)All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at www.sam.gov.</p>
<p>109.</p>	<p>UTILIZATION AND PAYMENT OF FUNDS. The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.</p>
<p>110.</p>	<p>VOLUNTEERS. The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.</p>
<p>111.</p>	<p>WEB SITE. The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: “The Web site is funded [insert “in part”, if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).” The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of Federal Funding and Federal Disclaimer,” to the full text of the statement.</p>
<p>112.</p>	<p>WRITTEN APPROVAL OF CHANGES. The applicant agrees that if it currently has an open award of</p>

13. SECTIONS:

	<p>federal funds or if it receives an award of federal funds other than this OJP project, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project scope program modification via Egrants to eliminate any inappropriate duplication of funding.</p> <p>The applicant certifies that all major project changes must have prior written approval from LCLE to include: a) Changes of substance in project activities, designs, or research plans set forth in the approved application; b) Changes in the project director or key professional personnel identified in the approved application; c) Changes in the subgrant period; and d) Changes in the approved budget, including both federal and match funds. Requests for changes or extensions of the subgrant must be made submitted through a program modification within thirty (30) days of the subgrant expiration date. LCLE must receive the signed modification within this thirty (30) day window. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten (10%) percent of the total category cost estimate.</p>
	<p>Criminal Penalties</p>
<p>1.</p>	<p>42 USC Section 3795 Misuse of Federal Assistance.</p> <p>Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets , or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.</p>
<p>2.</p>	<p>42 USC Section 3795a Falsifications or Concealment of Facts.</p> <p>Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.</p>
<p>3.</p>	<p>42 USC Section 3795b Conspiracy to Commit Offense Against United States.</p> <p>Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.</p>

13. SECTIONS:

2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.

Yes

14. PERFORMANCE INDICATORS:

1. Established by LCLE

2. Established by Subgrantee

15. LCLE's Standard Subgrant Conditions:

LCLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LCLE with your application. The current version of LCLE's Standard Subgrant Conditions is available at www.lcle.la.gov <<http://www.lcle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LCLE's offices at (225) 342-1968.

16. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: LCLE Budget - Personnel

<u>File Name</u>	<u>File Description</u>
APSO Job Description.pdf	APSO Job Description.pdf
APSO overtime policy.pdf	APSO overtime policy.pdf
HPD job description.pdf	HPD job description.pdf
HPD Overtime Policy.pdf	HPD Overtime Policy.pdf

Section: LCLE Demographics

<u>File Name</u>	<u>File Description</u>
EntityInformation_20240406-090128.pdf	EntityInformation_20240406-090128.pdf
HOUMA POLICE DEPARTMENT HIERARCHY.pdf	HOUMA POLICE DEPARTMENT HIERARCHY.pdf

Section: LCLE Evaluation

<u>File Name</u>	<u>File Description</u>
Multi-Jurisdictional Task Force Client Evaluation Form.pdf	Multi-Jurisdictional Task Force Client Evaluation Form.pdf
SMART SUITE Task Force Tracing form.pdf	SMART SUITE Task Force Tracing form.pdf

Section: LCLE Collaboration/Consultation

<u>File Name</u>	<u>File Description</u>
8004 Task Force IGA with Assumption 2024-2025.doc	8004 Task Force IGA with Assumption 2024-2025.doc
8004 TPSO Certificate of MJTF Projects.pdf	MJTF Certificate
Assumption MOU.pdf	Assumption MOU

Section: LCLE Civil Rights

<u>File Name</u>	<u>File Description</u>
Certificate of Civil Rights Training.pdf	Certificate of Civil Rights Training.pdf

Section: LCLE EEOP

<u>File Name</u>	<u>File Description</u>
EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf	EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

Section: LCLE Certification of Compliance

<u>File Name</u>	<u>File Description</u>
8004 Certificate of Compliance.pdf	8004 Certificate of Compliance



Monday, October 28, 2024

Item Title:

LCLE FY 2023 CVA Grant Program

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
2023 ExecutiveSummary form.docx	10/22/2024	Cover Memo
CVA 2023 Resolution.doc	10/22/2024	Cover Memo
ApplicationContractReport_2024-09-05_083958.pdf	10/22/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

LCLE FY 2023 CVA Grant Program

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use CVA funds to support the Houma Police Department. Funds will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved servers for victims within the Region 11 Sane Program.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

LCLE FY 2020-2021 CVA funds will assist the Government's support of the city of Houma's policing efforts, as well as ensure the sustenance of essential victim services.

TOTAL EXPENDITURE

\$159,188.00

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

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6

7

8

9

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to apply for application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2023 Crime Victim Assistance funding in the amount of One hundred and Fifty-Nine Thousand and One Hundred Eighty-eight dollars (\$159,188.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2023 Crime Victim Assistance Fund will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved servers for victims within the Region 11 Sane Program and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant upon awarded amount from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

LOUISIANA COMMISSION ON LAW ENFORCEMENT

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/10/2024	7/24/2024	2023-VA-04/01/03 7952

1. Type of Funds for which you are applying	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
5. Financial Officer	Name: Mrs. Sarah C LeCompte		Title:
	Agency:		
	Street Address Line 1: P.O. Box 2768		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
7. Brief Summary of Project	Short Title (May not exceed 50 characters)		
	Victim Assistance Program 7		
	Phone: 985-873-6308 Fax: 985-872-4670 Email: bobryan@tpcg.org		
	Phone: 985-873-6446 x1326 Fax: Email: slecompte@tpcg.org		
	Phone: 985-873-6308 Fax: 985-872-4670 Email: bobryan@tpcg.org		
7. Brief Summary of Project	Short Title (May not exceed 50 characters)		
(Do Not Exceed Space Provided)	The VOCAL Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different law enforcement agencies and victim advocates from The Haven		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	31,251.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	127,937.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	159,188.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	127,351.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	31,837.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	159,188.00	100%

10. Project Start Date: 10/1/2024

Project End Date: 9/30/2025

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department

NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS

A. AGENCY BUDGETS

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	159,188.00	159,188.00
Total:	159,188.00	159,188.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	31,251.00	31,251.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	127,937.00	127,937.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	159,188.00	159,188.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	127,351.00	127,351.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	31,837.00	31,837.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	159,188.00	159,188.00

12. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1

PERSONNEL

Justification: Funding will be used to pay Overtime for the Houma Police Department to a Group of crime victims' advocates.

Note: There is something wrong with the system due to it is not allowing me to put in my hourly rates, total number of weeks and total number of hours per week.

Position:	Group of Crime Victim Advocates		<u>COST</u>
Name:	TPCG-Houma Police Department		
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate
	9.541	x 52	x 62.99
	Standard working hours per week: 9.541 hrs.		31,251.00
		% Budgeted Hours: 100	
Personnel - Year 1 Total:			31,251.00

CONSULTANTS - CONSULTANT

Justification: Funding will be used to pay Overtime for the Assumption Sheriff Office to a Group of crime victims' advocates at their office.

The Haven will pay for advocates, SART Coordinator and SANE nurses stand by time.

			<u>COST</u>
Name / Position:	Group of Advocates		
Service Provided:	Assumption Parish Sheriff Office		
	Cost per	Duration	
	62.99 per Hour	x 285.743769 Hour(s)	17,999.00
Name / Position:	Group of Advocates		
Service Provided:	The Haven		
	Cost per	Duration	
	45.00 per Hour	x 2443.06667 Hour(s)	109,938.00
Consultants - Consultant - Year 1 Total:			127,937.00

YEAR 1 TOTAL: 159,188.00

13. SECTIONS:

A. LCLE Budget Summary With Cash & InKind Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Personnel	31,251	25,001	6,250	0	31,251
1.2	Consultants	127,937	102,350	25,587	0	127,937
Total: Σ		159,188	127,351	31,837	0	159,188

13. SECTIONS:

B. VOCA Match Waiver Request

VOCA MATCH WAIVER REQUEST

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

Advocates and sub-grant agencies are doing the administrative reporting, report, tracking sheets, and monthly meetings during business hours.

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

N/A

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

N/A

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

TPCG has budgeted the match funding to be able to do the following: monthly advocate meetings, pulling and reviewing reports for victims, completing data tracking sheets and completing grant requirements on reporting. The SANE advocates matched are budgeted within The Haven's budget for monthly advocate meetings, pulling and reviewing reports for victims, meeting with victims and completing data tracking sheets.

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

Same as above.

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A

13. SECTIONS:

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

13. SECTIONS:

C. LCLE Budget - Personnel & Volunteers

PERSONNEL & VOLUNTEERS BUDGET JUSTIFICATION

PERSONNEL

1. Are personnel costs budgeted in this application?

Yes

2. Explain the basis of determining the salary for each position. (NOTE: Overtime rate cannot exceed 1-1/2 times the regular hourly rate.)

Overtime is paid only at 1- 1/2 times the regular hourly rate

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases must be factored into the personnel budget.

4. Are any employees working overtime on this project?

Yes

4.1. Explain the need for overtime.

Houma Police Department and Assumption Parish Sheriff's office advocates will be operating outside their normal work hours.

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

A pool of officers / deputies ranging from \$20 - \$62.99 per hour.

4.1.2. Is your agency's overtime policy attached?

Yes

5. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

7. Explain the need for each position.

Groups of Crime Victim Advocates from three different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will prove free counseling services to victims as need.

13. SECTIONS:

8. Explain the project duties for each position.

Groups of Crime Victim Advocates from two different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will provide free counseling services to victims as need and coordinate the efforts of the SANE quarters with stand by times.

9. Are job descriptions for each position attached?

Yes

10. Are resumes for each position attached?

No

10.1. If no, explain why.

See NOTE (below)

NOTE: Individual resumes for Law Enforcement Officers are not required.

11. Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency, but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

The two different law enforcement agencies are using existing police officers and deputies outside of their regular hours of work for overtime to reach out to victims. No other grants are worked at the same time as they work this grant.

VOLUNTEERS

12. Are volunteers used in this project?

No

13. Is this a VOCA-funded project?

Yes

13.1. If yes, but volunteers are not used, a request for a waiver requesting an exemption to VOCA's requirement of utilizing volunteers is required.

Are you requesting a waiver? If so, explain the need for an exemption of using volunteers?

Our agencies are requesting a waiver from using volunteers for this grant due to the sensitivity of information for victims.

14. Are the volunteers used as in-kind match?

No

15. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

13. SECTIONS:

16. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

17. Briefly describe the duties and functions of the volunteers, indicate the number of hours per duty-function for this project. Duties must directly relate to the focus of this project.

N/A

18. Are job descriptions for volunteers attached?

No

19. Are sign-in/sign-out sheets records maintained that shows the volunteer's name, hours worked, and service provided?

No

LCLE BUDGET - PERSONNEL & VOLUNTEERS related attachments:

File Name:

✂ CVA job Description.pdf

File Description:

CVA job description

13. SECTIONS:

D. LCLE Budget - Employee Benefits

EMPLOYEE BENEFITS JUSTIFICATION

1. Are personnel costs budgeted in this application?

Yes

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

13. SECTIONS:

E. VOCA Budget Travel

TRAVEL

NOTES: Mileage is *unallowable* in agency-owned vehicles.

Charges cannot exceed established agency travel rates,

but in no case can travel expenses exceed the current Louisiana Travel Guidelines.

Out-of-state travel, Conference, and Seminars *must* receive *prior* approval from LCLE.

1. Are travel costs budgeted in this application?

No

2. Local Travel

2.1. Are travel cost budgeted for local travel?

No

2.1.1. If yes, state who will be traveling and the purpose for the local travel.

N/A

2.2. Does each person traveling keep a travel / mileage log book?

(This travel / mileage log book can be kept in the agency's office.)

No

3. Non-Local and / or Out-of-State Travel

3.1. Are travel costs budgeted for non-local and / or out-of-state travel?

No

3.1.1. If yes, state who will be traveling and the purpose of the non-local and / or out-of-state travel

(Do not include conference and seminar information in this section).

N/A

4. Conferences and Seminars

4.1. Are travel cost budgeted for Conferences and Seminars?

No

4.1.1. If yes, state who will be traveling and the name of the Conference and Seminar.

4.2. Is the Conference or Seminar brochure attached to this section?

Note: If you do not have the brochure for the conference or seminar at the time of the application, a Special Condition will be added.

No

13. SECTIONS:

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal agency travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

Louisiana Travel Guidelines are within Grant Audit Report.

13. SECTIONS:

F. LCLE Budget - Equipment

EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

N/A

1.2. Explain the procurement procedures.

N/A

1.3. Explain the equipment's relationship to this project.

N/A

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

No

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

NOTE: Sole Source request must be attached to this application.

N/A

13. SECTIONS:

G. LCLE Budget - Supplies & Operating Expenses

SUPPLIES & OPERATING EXPENSES JUSTIFICATION

SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

N/A

1.2. Explain the relationship of the office supplies to this project.

N/A

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

N/A

2.2. Explain the relationship of the supplies to this project.

N/A

OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

N/A

3.2. Explain the relationship of the operating costs to this project.

N/A

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

N/A

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

A response to this question is optional and no answer was provided.

13. SECTIONS:

4.2.1. Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

N/A

4.3. If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

No

4.3.1. If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

N/A

5. Are audit costs budgeted in this application?

No

5.1. If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

No

5.2. If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

N/A

6. Are monthly rent or lease payments budgeted for this project?

No

6.1. If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

N/A

13. SECTIONS:

H. LCLE Budget - Consultant

CONSULTANTS JUSTIFICATION

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the **attached LCLE approved contract template**.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

1. Are consultants costs budgeted in this application?

Yes

2. Explain the purpose of each consultant or other contractual services requested.

The Houma Police Department will be working one additional law enforcement agencies in reference to making direct face to face contact towards 1,000 victims of crimes within three parishes (Terrebonne and Assumption).

The Houma Police Department will be working with The Haven to be able to provide direct social services for 500 victims for free.

These consultant agencies helps our agency to work towards completing our goals and objectives.

3. Explain why each service requested is necessary and cost effective for this project.

The Houma Police Department is requesting assistance with the following agencies as consultants:

Assumption Parish Sheriff Office will focus on doing an out reach towards their victims within Assumption Parish to be able to see if they need additional services and to be bale to provide refers services within the area in help the victims recover.

The Haven will focus on providing direct social services and SANE nursing examinations for victims only after the victims have been advised of their rights and the victims chooses a direction that the victims want to do. All these services will be provided free for the victims.

4. Explain the procurement procedures and basis for determining rate of pay.

The rate of pay is based on the overtime rates that each law enforcement agencies provides to the Houma Police Department. The rate for the application is determined by the highest rate of overtime to be able to calculate to the total number of hours for the dollar amount for the grant. (Reason for this is because all advocates make least then the total amount of the OT rate of which it should not excessed that amount)

5. Is this request for sole source?

No

5.1. If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

NOTE: You must attach the sole source request to this application.

N/A

LCLE BUDGET - CONSULTANT related attachments:

File Name:

File Description:

13. SECTIONS:

✦ 7952 20240715142046309.pdf

MOU

13. SECTIONS:**I. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

Document the need, not the symptoms or solutions. Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

Due to lack of funding within local law enforcement agencies, victims within our communities are not getting the referral services or help needed to help victims get back on the right path in living a safe and healthy life.

The Houma Police Department is in Houma, La. with a population of 33,406 in 2020 from the US Census. The FBI UCR data base table violent crimes shows the following: Murder and non-negligent manslaughter 2016(4), 2017(2) 2018 (3) 2019 (4) 2020 (3)2021(20), Forcible rape 2016(17), 2017 (20), 2018 (19), 2019 (17), 2020 (8),2021(8) Aggravated Assault 2016(104), 2017 (83), 2018 (106), 2019 (166), 2020 (90),2021(245)and all violent crimes 2016 (167), 2017 (123), 2018(158), 2019 (209), 2020 (118) and 2021 (282) so the efforts that our agency is doing within our community is working but by slowing down the efforts, everything could turn around quickly.

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Dear Colleague,

We are pleased to present the 2016 National Crime Victims' Rights Week Resource Guide, developed by the Office for Victims of Crime in partnership with the National Center for Victims of Crime.

This year's theme—Serving Victims. Building Trust. Restoring Hope.—underscores the importance of establishing trust with victims. Trust is of particular concern in communities that feel isolated from or invisible to mainstream service providers and the criminal justice system, including boys and young men of color, victims of human trafficking, victims in American Indian and Alaska Native (AI/AN) communities, individuals who are geographically isolated or who live in economically deprived areas, older adults, people with disabilities, the LGBTQ community, and others. By meeting victims where they are, and by listening to and understanding their specific needs, we can help restore victims' hope for healing and recovery.

The Fiscal Year 2022 Crime Victims Fund allocation provides a tremendous opportunity—and responsibility—to ensure that those who need support the most receive it. All victims must have the ability to access services when they need them. To provide this access, we must reach victims as early as possible to expedite those first steps toward help, empowerment, and recovery.

Our outreach and responses must evolve to ensure that services are culturally relevant and that we collaborate across agencies and organizations to lessen the burden on victims. It is critical that we are flexible and open to new approaches to reach those most in need and to embrace new technologies and partnerships, understanding that the most vulnerable communicate, access, and receive information in a variety of ways.

If victims are to trust that the system will work for them, we must meet them where they are— physically, culturally, and emotionally. By serving victims, building trust, and restoring hope, the field can more effectively help victims as they rebuild their lives.

The Office for Victims of Crime appreciates your unwavering commitment and tireless dedication to victims of crime throughout the Nation. We trust that the materials provided in this guide will support and enhance your efforts to raise awareness, build new partnerships, and reach additional victims during National Crime Victims' Rights Week and throughout the year.

13. SECTIONS:

Sincerely, Marilyn McCoy Roberts Acting Director Office for Victims of Crime

In 2019 OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

In 2019 Strength. Resilience. Justice. reflects a vision for the future in which all victims are strengthened by the response they receive, organizations are resilient in response to challenges, and communities can seek collective justice and healing.

OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

Office of Justice Programs Office of Victims of Crimes web site.

This letter provides that the direction that the VOCAL program is heading in the right direction.

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project.

With this grant, the VOCAL Project has expanded its territory of providing direct victim's services within three different parishes and for the first time ever in the history of the Houma Police Department to be able to provide direct immediate crisis services to victims within the City of Houma. BUT it also expended into the City of Thibodeaux and Assumption Parish. The VOCAL project has also increase in the numbers of face to face contact in providing an improved outreach to victims in proving direct services with this grant funding.

3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling, and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project.

13. SECTIONS:

J. LCLE Goals & Objectives

GOALS

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

The Vocal Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies: Houma Police Department, and Assumptions Parish Sheriff's Office. Advocates from The Haven will give counseling for FREE.

OBJECTIVES

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Goal 1: Houma Police Department will coordinate and collaborate with at least one other law enforcement agency as crime victim advocates (Assumption Sheriff's Office) and advocates from The Haven with VOCAL project. (Measurable is to get 1 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

13. SECTIONS:

K. VOCA Activites

ACTIVITIES

Identify and describe how you will achieve each of your stated project objectives along with a time frame. Activities must correlated with the stated Goals and Objectives.

1. When will the service be provided (daily, weekly, monthly) and what are the hours of operation?

The VOCAL project will be from October 1, 2024 to September 30, 2025, upon grant approval and award to the department. Hours of operation will be during Crime victim advocates off duty hours during the week, weekends and call outs for the following agencies; Houma Police Department and Assumption Parish Sheriff Office. The advocate from the Haven will operate during the hours of 8-4 Monday to Friday to proved direct counseling services.

2. How are victims referred to and enrolled in the program (Describe specific procedures.)

Each victim is identified through each participating agencies Report Management System and will be contacted faced to face in person for referral services or direct immediate crisis services. A tracking form is also completed to log the victim information, access service needs, and document all referrals provided. Progress reporting and follow-ups are maintained monthly by documentations that are filled separately for quarterly reporting. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office.

3. For what period of time are victims in the program allowed to continue to received serivces.

There is no expiration for services to victims of crimes.

4. Describe the overall project model, format, and/or curriculum that this project follows.

The format of this program is as follows: crime victim advocates identify the victims based on crime reports reported to the participating agencies. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office) Through monthly meetings, reports are assigned to crime victim advocates and are tracked on an excel spread sheet to prevent duplication. Victims are contacted face to face by a crime victim advocates. The crime victim advocates will provide a direct referral services within participating agencies' parishes that could help give direct service to the victims. The Haven will be a referral service for direct immediate crisis services for victims at the participating agencies.

5. Is this an evidence-based or evidence-informed program?

Yes

5.1. Explain.

This is an evidence-informed program due to the reason of reported crimes which advocates can do out reach and follow ups. Counseling is provided at victims request.

13. SECTIONS:

L. VOCA Evaluation

EVALUATION AND DISSEMINATION OF REPORTING

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

2. Who will be responsible for completing the quarterly program reports and the quarterly/interim fiscal reports in eGrants, and the quarterly program reports in the federal OVC Performance Measurement Tools (PMT) system? Please list each person separately by name, which report he/she is responsible for completing, and his/her contact information below (i.e., phone number and email address).

ID	Name	Type of Report	Phone Number	Email Address
2.1	Jarrod Matherne	eGrants Quarterly Program Report	985-873-6371	jmatherne@tpcg.org

3. Who is responsible for collecting data for interim and/or quarterly fiscal reports? If more than one person is responsible for completing this process, please explain.

Houma Police Department-Sgt Jarrod Matherne, Assumption Parish Sheriff's Office-CPT Donnie Calamia, and The Haven-Julie Pellegrin. Each agency will collect their own data and then forward it to Lt Farmer, who will in put it into the quarterly reports.

4. Who is responsible for collecting data for quarterly program reports? Is this person the same person who will analyze the data? If not, and more than one person is responsible for completing this process, please explain.

Sgt Jarrod Matherne will collect the data and Capt Bobbie O'Bryan will analyze the data to make sure we are on track with our goals and objectives of the grant.

5. What type(s) of information and statistical data will be collected for each Goal and Objective?

Goal 1: Houma Police Department will coordinate and collaborate with at least one other law enforcement agencies as crime victim advocates (Assumption Sheriff's Office) and advocates from The Haven with VOCAL project. (Measurable is to get 1 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

5.1. What type(s) of form(s) or software will be used to store the collected data for this project?

The law enforcement agency uses Central square report management system and the Haven uses Empower DB software to track victims.

5.2. Please attach a copy of the document form and/or printout(s) of databases used to collect and maintain performance data for quarterly program reporting purposes below in this section. If you wish to explain the attachment(s), please provide details below.

N/A

6. How often will the data be collected?

Everyday when a victim files a complaint

13. SECTIONS:

7. How does the agency count individual clients and services provided without duplicating the totals provided in the quarterly program reports?

Every victim's report is given an item # which is tracked until completion. If the victim follows up and it goes back to a previous item #. Then a duplicate will not be may BUT if it is a new situation then a new item # will be made.

8. What procedures are used to ensure collected data and statistics are kept current?

Every complaint is tracked by time, date and month of the incident of which a Police Officer does a report of the incident. If a victim wants to do a blind report, then that is kept by the Haven. BUT the evidence for a blind report is stored by the nearest law enforcement agency.

9. Where is the collected data and other project information stored and is this data kept in a separate location as backup? If so, where?

Law Enforcement agencies collect the data by uses of MDT which the report goes into Central Square software. The data is stored in a cloud base server which is CJIS compliance. Blind reports are store in the Haven's Empower DB software which is the only software approved by the State for DV and victim's reports. It also has a cloud base server.

10. Once the data is analyzed, what procedures will be used to determine if this project is a success, a failure, or in need of improvement?

Every quarter, we have meetings to make sure that our victims within our areas are receiving services as while as all goals and objectives are being met. If we notices there is a problem, we make adjustments so we have the greatest success.

11. The applicant agency agrees to submit quarterly program reports, fiscal reports, federal PMT program reports and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

12. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e., quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), law enforcement planning district/council, Mayor's Office, courts with jurisdiction, etc.

Our reports go before our board of directors which are as follow: One coroners in each parish, one law enforcement person from each agencies within the parishes, member from the Haven and Capt Bobbie O'Bryan. In the victim's assistance awareness months, we share our data with our local Governments and councils.

13. Is a client evaluation form and/or sample of a survey-type form your agency uses to allow clients to complete that provides feedback on the services they receive? (*This form could be valuable in determining if the program is meeting their needs.*)

Yes

13.1. If you have not attached the client evaluation form your agency, please explain why.

N/A

14. **OPTIONAL:** Please provide any additional information that would explain how and why your agency documents and collects data and statistics used to properly evaluate the success and/or shortcomings of the delivery of services provided to victims and their families.

13. SECTIONS:

M. LCLE Collaboration/Consultation

COLLABORATION/CONSULTATION

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

Vocal project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies and victim advocates from The Haven. Vocal crime victims advocates will make face to face contact with victims while doing referrals, immediate crisis counseling and services, evaluating, documenting, following up on status of victims cases and accumulating stats.

2. The following support documents are attached. (Must choose one and/or both or N/A)

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

A response to this question is optional and no answers were selected.

LCLE COLLABORATION/CONSULTATION related attachments:

File Name:

- ✂ 7952 MOU.pdf
- ✂ SANE 7970 TPCO Support Letter.pdf
- ✂ 7970 SANE- SCCO Support Letter.pdf
- ✂ CORONERDESIGNATIONHAVEN20.pdf

File Description:

- 7952 MOU
- SANE 7970 TPCO Support Letter
- 7970 SANE- SCCO Support Letter
- CORONERDESIGNATIONHAVEN20

13. SECTIONS:

N. VOCA LAVNS & CVR

**LOUISIANA VICTIM INFORMATION NOTIFICATION EVERYDAY (LA VINE)
and
CRIME VICTIMS REPARATIONS (CVR)**

1. Provide the name of the individual responsible for assisting victims in regard to accessing use of the Louisiana Victim Information Notification Everyday (LA VINE) system. Please include contact information, i.e., work phone number, email address, work address, etc.

DET 985-873-6371 tlottinger@tpcg.org , Houma Police Department, 500 Honduras, Houma, LA 70360

2. Does this individual also serve as the agency's Point of Contact (POC) for LA VINE?

Yes

2.1. If not, please provide contact information, i.e., work phone number, email address, work address, etc., of person who is the Point of Contact (POC).

N/A

3. Has this individual received training from LCLE to learn how victims are served by LA VINE?

Yes

3.1. If no, will the agency request an appointment to receive a training from LCLE within 30 days of the award? If not, please contact the LCLE at (225) 342-1894 or visit the LCLE website for the training information at: http://lcle.la.gov/programs/lavns_subgrantee_training.asp. The LA VINE trainings are free of charge and are scheduled to meet your agency's needs.

A response to this question is optional and no answer was provided.

4.

Does the agency have posters displayed for promoting the LA VINE System and brochures readily available to victims?

If no, please go to the LCLE website to request **free** LA VINE brochures, posters, and other LA VINE supplies at:

[LAVINE Materials Request – LCLE \(te-dev.com\)](#)

Yes

5. Is the individual identified above the same individual responsible for assisting victims in regard to services available through the Crime Victims Reparations (CVR) Program?

Yes

5.1. If not the agency's Point of Contact (POC) for assisting victims with applying for reparations claims through the LCLE CVR Program, please provide the individual's name and contact information. (i.e., work phone, email address, work address, etc.)

N/A

6. Does the agency know who the CVR Claims Investigator is at the Parish Sheriff's Office?

Yes

13. SECTIONS:

7. Is the individual responsible for assisting victims apply for CVR assistance familiar with the basic qualification requirements of the Reparations Program, including: a) who may qualify; b) who is not eligible; c) what crimes are covered; d) the application process; e) what expenses are eligible for reimbursement; f) limits on awards; and, g) recoveries from other sources?

Yes

8. Does the agency have posters displayed for promoting CVR and brochures readily available to victims?

If no, please visit LCLE's website at <http://lcle.la.gov/programs/cvr.asp> for ordering brochures, posters, and other supplies for the CVR program.

Yes

13. SECTIONS:

O. LCLE Prior Results

PRIOR RESULTS
(For Continuation Projects Only)

1. Is this a continuation project?

Yes

2. Based on the objectives of the previous application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

Total Stats will be provided at a later date. Please kick back after acceptance.

3. Did the project work as expected? Please explain why.

Yes. Violent crime in some categories was reduced and other remained the same, but by providing direct counseling services and all other servers to victims it has helped to reduce incidents.

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

N/A

13. SECTIONS:

P. VOCA Demographics

DEMOGRAPHICS

1. Type of Organization

Law Enforcement

1.1. Enter UEI (Unique Entity Identifier) number. (Please refer to the "Help" button for clarification.)

WTBJJFPVF5K8

1.2. Enter SAM number.

5THM7

1.3. Enter SAM expiration date.

2-7-2025

2. Attachments

2.1. Is verification of SAM registration showing agency as active and current attached?

Yes

2.2. Is the agency's Organization Chart attached?

Yes

VOCA DEMOGRAPHICS related attachments:

File Name:

✂ HOUMA POLICE DEPARTMENT HIERARCHY.pdf

✂ EntityInformation_20240406-090128.pdf

File Description:

HOUMA POLICE DEPARTMENT HIERARCHY.pdf

EntityInformation_20240406-090128.pdf

13. SECTIONS:

Q. LCLE Continuation

CONTINUATION

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

Lack of local funding.

13. SECTIONS:

R. LCLE Resources

RESOURCES

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

Houma Police Department 500 Honduras, Houma, LA, 70360; Assumption Parish Sheriff's Office 112 Franklin Ave, Napoleonville, LA 70390, The Haven 509 Dunn ST Houma, LA 70360. Each agency has staff that will work towards completing the matching funding for the grant, buildings, vehicle for transportation, and supplies for direct service victims.

13. SECTIONS:

S. LCLE Audit Requirements

AUDIT REQUIREMENTS

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

No

Please provide the following information:

1.1. Date of last audit

6/30/2023

1.1.1. audit period beginning:

1/1/2023

1.1.2. audit period ending:

12/31/2023

1.2. Date of next audit

1/1/2025

1.2.1. audit period beginning:

1/1/2024

1.2.2. audit period ending:

12/31/2024

1.3. Date next audit will be forwarded to LCLE

7/31/2024

13. SECTIONS:

T. LCLE Civil Rights

CIVIL RIGHTS

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

1. CIVIL RIGHTS CONTACT PERSON - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Bobbie O'Bryan

1.1. Civil Rights Contact Person's Email

bobryan@tpcg.org

1.2. Civil Rights Contact Person's Telephone Number

985-873-6308

13. SECTIONS:

2.

TRAINING - The Office for Civil Rights online training can be obtained at:

[Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs \(ojp.gov\)](#)

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in BLUE by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

egrants@lcle.la.gov

or

Mail to

Egrants
Louisiana Commission on Law Enforcement
PO Box 3133
Baton Rouge, LA 70821-3133

Yes

3. NOTICE - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)

- Program Brochures
- Posters
- Verbal Orientation
- Website
- Written Orientation / Program Manual

13. SECTIONS:

3.1.1. Describe Other

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Posters

3.2.1. Describe Other

4. COMPLAINTS - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Program Handbook

Policies

Website

4.1. Describe Other

5. RESOLUTION - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

5.1.1. Describe Other

N/A

5.1.2. Describe Procedure

N/A

5.2. Delivery of Services

Program Manual

Agency Policies

5.2.1. Describe Other

N/A

5.2.2. Describe Procedure

N/A

13. SECTIONS:

6. LIMITED ENGLISH PROFICIENCY (LEP) - Describe steps to provide meaningful access to programs who have LEP.

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Bi-lingual staff

Interpreter services contracted as needed.

Formal language classes

Translation of written documents

6.1.2. Describe Other

N/A

7. RELIGIOUS ACTIVITIES - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

7.1. Do you conduct religious activities as part of the program?

No

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

SUBSTANTIAL FINDINGS OF DISCRIMINATION - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

8. TECHNICAL ASSISTANCE - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

File Name:

✂ Certificate of Civil Rights Training.pdf

File Description:

Certificate of Civil Rights Training.pdf

13. SECTIONS:

U. LCLE EEOP

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE

PLEASE NOTE: THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

File Name:

✂ EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

File Description:

EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

13. SECTIONS:

V. LCLE FFATA

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE

If there are any changes to this questionnaire, you must notify LCLE in writing.

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

AND

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
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13. SECTIONS:

W. LCLE Non Profit

PRIVATE NON-PROFIT AGENCY CHECKLIST

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact www.la.state.la.us.

No

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

13. SECTIONS:

X. VOCA Certified Assurances_Revised January 2023

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime (VOCA)

Crime Victims Assistance Formula Grant Program

Louisiana Commission on Law Enforcement

Certified Assurances

Revised 1/9/2024

1.

Abbreviations:

C.F.R.:	Code of Federal Regulations	OMB:	Office of Management and Budget
EEOP:	Equal Employment Opportunity Plans	OVC:	Office for Victims of Crime
FAPIS:	Federal Designated Integrity and Performance System	OVW:	Office on Violence Against Women
FFATA:	Federal Funding Accountability Transparency Act	PL:	Public Law
GPRA:	Government Performance and Results Act	RS:	Louisiana Revised Statute
LCLE:	Louisiana Commission on Law Enforcement	SAA:	State Administering Agency
OCFO:	Office of Chief Financial Officer	SAM:	System for Award Management
OCR:	Office for Civil Rights	U.S.C.:	United States Code
OIG:	Office of the Inspector General	USDOJ:	United States Department of Justice
OJP:	Office of Justice Programs	VOCA:	Victims of Crime Act

1. All Subgrants Must Have Specific Federal Authorization

13. SECTIONS:

The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subgrant award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Application Correction Period

Once the Commission has approved a jurisdiction's application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.

Failure to comply with application requirements will cause the jurisdiction to be designated "high risk". High risk jurisdictions will be subject to additional requirements established by LCLE.

4. Association of Community Organizations for Reform Now (ACORN)

The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

5. Audit Contracts

The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.

6. Audit Requirements

The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is

13. SECTIONS:

not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

7. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Compliance with DOJ Grants Financial Guide

The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide"), available at [DOJ Grants Financial Guide \(justice.gov\)](http://www.justice.gov) including any updated version that may be posted during the period of performance.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse>), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain "education programs".

13. SECTIONS:**13. Compliance with General Appropriations–Law Restrictions on the use of Federal Funds (FY 2022)**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. Compliance with Policy

The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Victim Services Advisory Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20110(e), the Victims of Crime Act Victim Assistance Program Final Rule (28 C.F.R. Part 94) (and the applicable program guidelines and regulations), as required and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

15. Compliance with Other Statutory Requirements

The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 C.F.R. Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23 Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 C.F.R. Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61 Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 C.F.R. § 175.15(b).

16. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).

17. Computer Network

The applicant understands and agrees that:

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;
- (b) Nothing in subsection; and
- (c) Limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

18. Confidentiality Requirements

The applicant agrees to comply with all confidentiality requirements of 42 U.S.C. Section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

19. Crime Reporting

13. SECTIONS:

The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.

20. Crime Victims Reparations Program

The applicant certifies that it will be responsible for providing assistance to victims in regard to services available through the Crime Victims Reparations Program as appropriate.

21. Criminal Records System/Data Reports

The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in the time and manner specified by the Bureau.

22. Demographic Data

The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

23. Determination of Suitability to Interact with Participating Minors

SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

24. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –

a. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);
4. Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

13. SECTIONS:**25. Dual Compensation**

The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.

26. EEOP Requirements

If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit an online Certification Form to the Office for Civil Rights (OCR) through the EEO Reporter Tool, which is available online at <https://ojp.gov/about/ocr/eeop.htm>.

If your organization is a government agency or private business, has received an award of \$25,000 or more and has fifty or more employees, then it has to prepare and submit an Equal Employment Opportunity Plan (EEOP) and a completed Certification Form electronically to the Office for Civil Rights (OCR) through the EEO Reporter Tool available online at <https://ojp.gov/about/ocr/eeop.htm>.

27. Effect of Failure to Address Audit Issues

The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Eligibility for Funding

The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

29. Employment Eligibility Verification for Hiring Under the Award

1. The recipient (and any subrecipient at any tier) must--

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 1. this award requirement for verification of employment eligibility, and
 2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

1. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
2. Allowable costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

1. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

13. SECTIONS:

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

1. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

1. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
3. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

30. **Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), applicants agree to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

32. **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

President Obama signed the Violence Against Women Reauthorization Act of 2013 in March 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

33. **Equipment Inventory Control**

The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.

13. SECTIONS:**34. Equipment and Other Capital Expenditures**

The applicant certifies that:

1. No other equipment owned by the applicant is available for the project;
2. Subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant;
3. If equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected;
4. The amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant;
5. Funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds; and
6. Inventory Report must be updated through Egrants to include items billed in each fiscal report.

35. Equipment Purchase Threshold

In order to classify the purchase as an "Equipment" item, the cost must be at least \$1,000 and have a useful life of 1 year or more. Items that fall below this threshold will be considered "Supplies"

36. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The applicant agrees to comply with applicable requirements \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>. (Award Condition: Reporting applicant and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to –

1. An award of less than \$25,000, or
2. An award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. Financial/Administrative Requirements

The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance with Policy above.

38. Fiscal Regulations

The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.

39. Flood Disaster Protections Act of 1973

The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.

40. Forensic Medical Exams

The applicant assures that grant funds will not be used to pay for the cost of the forensic medical examination or any additional procedure for victims of sexual assault. No State, Indian

13. SECTIONS:

tribal government, or territorial government may require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

41. Future Support

The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects' evidence-based performances and risk assessments.

42. Hatch Act

The applicant, if a governmental entity, assures it will comply with requirements of 5 U.S.C. § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

43. High-Risk Issues and Requirements

The applicant agrees to comply with any additional requirements that may be imposed by LCLE during the period of performance for this award, if the applicant is designated as "high-risk" for purposes of the LCLE 403-risk subgrant agency list.

44. Immigration and Naturalization Services Employment Eligibility Verification

The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

45. Indirect Cost Rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

46. Louisiana Victim Information Notification Everyday (LA VINE) System

The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Victim Information Notification Everyday (LAVNS) System as appropriate. Website address is: <https://vinelink.vineapps.com/search/LA>

47. Mandatory Reporting

The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.

48. Match

The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.

49. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the subgrant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

50. Modifications

The applicant certifies that all major project changes must have prior written approval from LCLE to include:

13. SECTIONS:

- a) Changes of scope in project activities, designs, or research plans set forth in the approved application;
- b) Changes in the project director or key professional personnel identified in the approved application;
- c) Changes in the subgrant period; and
- d) Changes in the approved budget.

Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days of prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten percent (10%) of the total category cost estimate.

51. National Historic Preservation

The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

52. New Program Resources

The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.

53. Non-Discrimination

No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Department of Justice Non-Discrimination Regulation at 28 C.F.R. Part 42, Subparts C, D, G, and I; 28 C.F.R. Part 35; and 28 C.F.R. Part 54.

54. Non-Profit Organizations

The applicant agrees to make their financial statements available online (either on the applicant's, LCLE's, or another publicly available website). OVC will consider applicant's organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements. The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either:

1. A copy of the applicant's 501(c)(3) designation letter;
2. A letter from the applicant's state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; and
3. A copy of the applicant's certificate of incorporation that substantiates its non-profit status.

The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate. The nonprofit organization applicant agrees to maintain its nonprofit status in "Active and Good Standing" with the Louisiana Secretary of State's Commercial Division for the duration of the project period. The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.

55. Obligation of Subgrant Funds

The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated

13. SECTIONS:

within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.

56. OJP Training Guiding Principles

Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <https://ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.htm>

57. Partnerships with Faith-Based and Other Neighborhood Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires LCLE to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits LCLE from making awards or grant administration decisions on the basis of an organizations' religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they must hold them separately from the program funded by the DOJ, and applicants cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR website at <https://ojp.gov/about/ocr/partnerships.htm>.

LCLE, faith-based, and other neighborhood organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); and the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13). Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids applicants from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

58. Patents

The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

59. Peace Officers

The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.

60. Performance Reports on the OVC Performance Metrics System

The applicant agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

61. Personnel

The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.

62. Personnel – Activities

The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

63. Personnel – Background Checks and Fingerprinting

13. SECTIONS:

The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.

64. Personnel – Overtime

The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee's regular, hourly rate of pay.

65. Personnel – Off Duty

The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.

66. Press Releases

The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

67. Procurement: Competitive Contract Services and Equipment Purchases

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

68. Procurement: Domestic Preference

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means 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; and lumber.

69. Procurement: Unreasonable Restrictions on Competition

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- I. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a

13. SECTIONS:

manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.
3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of Construction:
 1. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 2. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

70. Program Income

The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit.

The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period.

The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.

71. Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that applicants have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

72. Public Availability of Information

The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.

73. Publication

Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:

1. Inclusion of the statement, "*The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or*

13. SECTIONS:

exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.”;

2. An acknowledgment of support shall be made through use of the following, or comparable, footnote: "This project was supported by Subgrant Number _____ awarded by the Louisiana Commission on Law Enforcement through the Office for Victims of Crime, Office of Justice Programs."; and
3. Submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.

74. Recording and Documentation of Receipts and Expenditures

The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

75. Record Retention and Access

The applicant certifies that all required records pertinent to the award must be retained – typically for a period of three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which to applicant must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

76. Relocation Assistance

The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

77. Rent

The applicant certifies that:

1. When rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination;
2. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;
3. Rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;
4. Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and
5. Cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
6. A copy of the current rental or lease agreement must be submitted to LCLE at time of application when rental or lease charges are requested in the application.

78. Reporting Potential Fraud, Waste, and Abuse, and Similar Conduct (False Claims Act)

The applicant must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

1. Submitted a claim that violates the False Claims Act; or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

1. Mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
2. The DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

13. SECTIONS:**79. Reporting Requirements**

The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly and final fiscal reports, quarterly and final program reports, quarterly program income reports, and annual performance reports. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.

80. Requirement for Data on Performance and Effectiveness under the Award

The applicant must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

81. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)

The applicant must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of applicants or individuals defined (for purposes of this condition) as "employees" of any applicant agency. The details of the applicant's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by applicants related to trafficking in persons (including reporting requirements and LCLE authority to terminate award), and are incorporated by reference here.)

82. Requirements Related to System for Award Management and Universal Identifier Requirements

The applicant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The applicant also must comply with applicable restrictions on details of the applicant's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

83. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)

The applicant must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it—

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the LCLE Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

84. Requirement to Report Potentially Duplicative Funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

85. Restrictions on Lobbying

In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)

13. SECTIONS:

Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.

86. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No applicant under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the applicant –
 1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
1. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 1. it represents that—
 1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

87. Right to Examine All Records, Books, Paper or Documents Related to the VOCA Subgrant

The applicant must authorize the LCLE, the Office for Victims of Crime (OVC), and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

88. Seatbelts

The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.

89. Software Development

The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to

13. SECTIONS:

authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.

90. Special Conditions

The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

91. Specific Post-Award Approval Required to use a Noncompetitive Approach in any Procurement Contract that would exceed \$250,000

The applicant must comply with all applicable requirements to obtain specific advance approval from the LCLE to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

92. Supplanting

The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

93. Support of Laws

The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

94. Termination of Funding

The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

95. Third-Party Participants

The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.

96. Travel

The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See website: <https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>

97. Use of Federal Funds

The applicant certifies that grant funds may be used only for the purposes in the approved application and it shall not undertake any work or activities that are not described in this

13. SECTIONS:

application, and that use staff, equipment, or other goods or services paid for with OVC grant funds, without prior written approval from the VOCA Program Manager and OVC.

98. Unallowable Costs

The applicant certifies that subgrant funds will not be expended for:

1. Items not part of the approved budget or separately approved by LCLE;
2. The purchase of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement;
3. Entertainment, amusements, or social activities, and incidental costs related thereto;
4. Bonuses or commissions;
5. Purchase of automobiles or other automotive vehicles unless approved by the federal oversight agency;
6. Political purposes or activities;
7. Compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee;
8. Military-type equipment;
9. Direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; and
10. Dues to organizations or federations.

99. Unique Entity Identifier (UEI) and System for Award Management (SAM)

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/explore/sam> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.) All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at www.sam.gov.

100. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Act of 1964 (June 2013), available at:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction_advisory.pdf.

Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEO).

101. Utilization and Payment of Funds

The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.

102. VOCA Requirements

The applicant assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b) (1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the applicant certifies that funds under this award will:

1. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

13. SECTIONS:

2. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

103. **Volunteers**

The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.

104. **Website**

The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: "The Web site is funded [insert "in part", if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

CRIMINAL PENALTIES1. **42 U.S.C. Section 3795 Misuse of Federal Assistance.**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets, or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. **42 U.S.C. Section 3795a Falsifications or Concealment of Facts.**

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.

3. **42 U.S.C. Section 3795b Conspiracy to Commit Offense Against United States.**

Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.

2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.

Yes

13. SECTIONS:

Y. VOCA Subgrant Award Report

**Crime Victim Assistance Formula Grant Program
Victims of Crime Act (VOCA)
Subgrant Award Report (SAR)**

The information requested below is necessary for assisting LCLE Staff complete an online OJP PMP Performance Measurements Tool (PMT) Subgrantee Record for this VOCA Project.

1. Subgrantee Agency Information

1.1. Agency Name

(Please - no abbreviations, no acronyms. Enter name same as registered in the LCLE Egrants system.)

Terrebonne Parish Consolidated Government-Houma Police Department

1.2. Agency Address

8026 Main Street, Suite 700

1.3. City, Town, or Village

Houma

1.4. State

Louisiana

1.5. Zip Code

(Enter zip code + 4. Example: 12345-1234)

70360-2768

2. Subgrantee Agency Point of Contact (POC)

(Note that this information is for online PMT system access.)

2.1. POC Name:

Capt. Bobbie O'Bryan #144

2.2. POC Work Email Address:

bobryan@tpcg.org

2.3. POC Work Phone Number:

985-873-6308

3. Subgrantee Organization Type

13. SECTIONS:

3.1. Government Agencies Only

Law Enforcement

3.1.1. Name Other Government Agency

3.2. Nonprofit Organization Only

A response to this question is optional and no answers were selected.

3.2.1. Name other nonprofit agency.

3.3. Federally Recognized Tribal Governments, Agencies, and Organizations

Law Enforcement

3.3.1. Name Other Federally Recognized Tribal Agency

3.4. Campus Organizations Only

A response to this question is optional and no answers were selected.

3.4.1. Name Other Campus Organization

4. VOCA Crime Victim Assistance Funds Awarded:

4.1. Federal Award Amount

127,350

4.2. Start Date

10/1/2024

4.3. End Date

9/30/2025

5. Purpose of the VOCA Subaward

5.1. Purpose of the VOCA Subaward:

Continue a VOCA-funded victim project funded in a previous year

6. Priority and Underserved Requirements

(Report a breakdown of your Federal Subgrant Amount will be dedicated to each category.)

Please Note: The amount reported in each category listed below must equal the total Federal award total.

13. SECTIONS:

6.1. Child Abuse

(How much of the federal award will be dedicated for this purpose?)

30,282

How much of the funds reported in 6.1 will be dedicated to the two (2) selections below?

6.1.1. Child Physical Abuse / Neglect

15,141

6.1.2. Child Sexual Abuse

15,141

6.1.3. Total of 6.1.1 and 6.1.2 must equal total in 6.1.

30,282

6.2. Domestic and Family Violence

(How much of the federal award will be dedicated for this purpose?)

0

6.3. Sexual Assault

(How much of the federal award will be dedicated for this purpose?)

30,282

How much of the funds reported in 6.3 will be dedicated to the two (2) selections below?

6.3.1. Child Sexual Assault:

5,000

6.3.2. Adult Sexual Assault:

25,282

6.3.3. Total of 6.3.1 and 6.3.2 must equal total in 6.3.

30,282

6.4. Underserved

(How much of the federal award will be dedicated for this purpose?)

66,786

How much of the funds reported in 6.4 will be dedicated to the seven (7) selections below?

6.4.1. DUI/DWI Crashes

1,000

13. SECTIONS:

6.4.2. Assault

1,000

6.4.3. Adults Molested as Children

1,000

6.4.4. Elder Abuse

2,000

6.4.5. Robbery

5,000

6.4.6. Survivors of Homicide Victims

2,000

6.4.7. Other Violent Crimes

54,786

6.4.8. Please briefly describe types of "Other Violent Crimes".

N/A

6.4.9. Other Non-Violent Crimes

0

6.4.10. Please briefly describe types of "Other Non-Violent Crimes".

N/A

6.4.11. Please briefly explain how your agency defines "underserved" if other than what is listed above.

N/A

6.4.12. Total of 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7, and 6.4.9 must equal total in 6.4.

66,786

6.5. Total of Priority and Underserved Requirements

(This total must equal the federal amount awarded for this project as reported in 4.1.)

127,350

7. Service Area(s):

(List all the parishes in which your agency provides services to victims of crime.)

Terrebonne Parish, Lafourche, Assumption Parish, St John Parish, St. Charles Parish, St. James Parish,

8. Subgrant Match (Financial Support from Other Sources)

13. SECTIONS:

8.1. Value of In-Kind Match:

0

8.2. Cash Match:

31,838

8.3. Total Match:

31,838

9. Use of VOCA and Match Funds

9.1. Information and Referral

Information about the criminal justice process

Information about victim rights, how to obtain notifications, etc.

Referral to other victim service programs

Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

9.2. Personal Advocacy / Accompaniment

Victim advocacy / accompaniment to emergency medical care

Victim advocacy / accompaniment to medical forensic exam

Child and/or dependent care assistance (includes coordination of services)

Interpreter services

9.3. Emotional Support or Safety Services

Crisis intervention (in-person, includes safety planning, etc.)

Hotline / crisis line counseling

On-scene crisis response (e.g., community crisis response)

Individual counseling

Support groups (facilitated or peer)

Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

13. SECTIONS:

9.4. Shelter / Housing Services

Emergency shelter or safe house

Relocation assistance (includes assistance with obtaining housing)

9.5. Criminal / Civil Justice System Assistance

Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

Victim impact statement assistance

Law enforcement interview advocacy / accompaniment

9.6. Assistance in Filing Compensation Claims

Assists potential recipients in seeking crime victim compensation benefits

10. Types of Victimitizations (REQUIRED)

Check the types of victimization that best describe the victims this project will serve.

The "Other" category refers to a type of victimization that is not associated with any of the types provided in the list below. If you choose "Other" you must provide an explanation for the type of victimization for which you are identifying.

13. SECTIONS:

10.1. Types of Victimitizations

Adult Physical Assault (includes Aggravated and Simple Assault)

Adult Sexual Assault

Adults Sexually Abused / Assaulted as Children

Arson

Bullying (Verbal, Cyber, or Physical)

Burglary

Child Physical Abuse or Neglect

Child Pornography

Child Sexual Abuse / Assault

Elder Abuse or Neglect

Hate Crime: Racial / Religious / Gender / Sexual Orientation / Other (Explanation Required in 10.1.1 Below)

Human Trafficking: Sex

Robbery

Stalking / Harassment

Survivors of Homicide Victims

Teen Dating Victimization

10.1.1. If you checked "Other" provide an explanation of the type of victimization.

N/A

11. Budget and Staffing

11.1. Total budget for all victimization programs/services for this agency subgrant:

(This figure should be the total of the FEDERAL amount and the MATCH amount.)

159,188

11.2. Annual funding amounts allocated to all the budget for victimization.

(The amounts below should equal 11.1)

11.2.1. Subaward Amount:

127,350

11.2.2. OTHER STATE/TERRITORY:

0

13. SECTIONS:

11.2.3. Other Local:

31,838

11.2.4. Other Federal:

0

11.2.5. Other Non-Federal:

0

11.3. Paid Staff

11.3.1. Total number of paid staff for all subgrantee victimization program and/or services. This total would include salaried staff (FT, PT, and OT) and consultants.

4

11.3.2. Number of staff hours (salaried staff and consultants) funded through this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

19

11.4. Volunteers

11.4.1. Number of volunteer staff supporting the work of this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

0

11.4.2. Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services.

0

13. SECTIONS:

Z. VOCA Reports

1. VOCA Reports

1.1. Fiscal Reports

- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter;
or
- Monthly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the reporting month.

1.2. Egrants Program Reports

- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;
or
- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter.

1.3. Performance Measurement Tool (PMT) Reports

- Quarterly PMT Reports are due online to Office of Victims of Crime by the 15th of the month following the end of the quarter.
- The website address for the PMT Report is: <https://ojpssso.ojp.gov/>
- If you experience difficulties in accessing or completing your PMT Report, please contact the LCLE VOCA Program Manager.

If the applicant is late submitting any of the reports listed above, all fiscal reimbursements requested by the agency will be withheld until the next quarterly reporting period.

2. Reporting Requirements

The applicant understands and agrees that after receipt of a VOCA award, the applicant must consent to the reporting requirements listed above.

13. SECTIONS:

AA. LCLE Certification of Compliance

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

File Name:

✂ 7952 MOU.pdf

✂ 7952 Certificate of Compliance.pdf

File Description:

7952 MOU.pdf

Certificate of compliance

13. SECTIONS:**BB. LCLE Conflict of Interest****FORM FOR POTENTIAL CONFLICTS OF INTEREST**

The purpose of the conflicts of interest policy is to assist all interested parties about what constitutes a conflict of interest, identify, and disclose actual and potential conflicts, and manage conflicts of interest when necessary. All information and documentation received and in connection with the services, will be treated with strict confidentiality. Conflicts of interest are not necessarily prohibited or harmful; however, full disclosure of all actual and potential conflicts is required. Any questions regarding a confidentiality obligation and/or conflict of interest will be addressed to the LCLE.

1. Personnel and other officials connected with federally funded projects shall adhere to the following requirements:

Advice:

No official or employee of any Subgrant Agency shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, subgrant, cooperative agreement, claim, controversy, or other particular matter in which subgrant funds (including project income or other funds generated by Federally-funded activities) are used, where to their knowledge, they or their immediate family, partners, organization other than a public agency in which they are serving as an officer, director, trustee, partner, or employee, or any person or organization with whom they are negotiating has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

Any such person referred to above who acquires personal or financial interest, on or after the effective date of this subgrant, shall immediately disclose his or her interest to the agency in writing through the annual disclosure form or whenever a conflict arises. Thereafter, they shall not participate in any action affecting the work under this subgrant unless LCLE determines that, in light of the interest disclosed, their participation in any such action would not be contrary to the public interest.

Appearance:

In the use of agency project funds, officials or employees of state or local units of government and non-government subgrantees shall avoid any action that might result in, or create the appearance of:

1. Using their official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Adversely affecting the confidence of the public in the integrity of the government or the project.

2. Conflicts of Interest Policy may be enforced against individual members as described below:

1. All actual and potential conflicts of interests shall be disclosed to the LCLE through the annual disclosure form and/or whenever a conflict arises.

13. SECTIONS:

- 2. The LCLE shall make a determination as to whether a prohibited conflict exists and what subsequent action is appropriate.

- 3. Subrecipient Agency will notify the appropriate District Director(s), if applicable, and the LCLE of all conflicts and management plans.

Conflicts of Interest Acknowledgement and Disclosure

3. I have read the Conflicts of Interest Policy information provided in this section and agree to comply fully with the terms and conditions at all times. All Conflict of Interest forms completed and signed by all authorized officials, personnel and consultants connected with this subgrant project will be collected and filed with this subgrant's records. If at any time I become aware of any actual or potential conflicts of interests or if the information provided becomes inaccurate or incomplete for anyone who completed and submitted a Conflict of Interest form, I will promptly notify the appropriate District Director(s) and the LCLE.

Yes

4. The applicant agency agrees to give any official representative of the LCLE, District, or federal government entity access to and the right to examine all Conflict of Interest forms collected and filed for this subgrant project.

Yes

14. PERFORMANCE INDICATORS:

1. Established by LCLE

2. Established by Subgrantee

15. LCLE's Standard Subgrant Conditions:

LCLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LCLE with your application. The current version of LCLE's Standard Subgrant Conditions is available at www.lcle.la.gov <<http://www.lcle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LCLE's offices at (225) 342-1968.

16. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: LCLE Budget - Personnel & Volunteers**File Name**

CVA job Description.pdf

File Description

CVA job description

Section: LCLE Budget - Consultant**File Name**

7952 20240715142046309.pdf

File Description

MOU

Section: VOCA Demographics**File Name**

EntityInformation_20240406-090128.pdf

File Description

EntityInformation_20240406-090128.pdf

HOUMA POLICE DEPARTMENT HIERARCHY.pdf HOUMA POLICE DEPARTMENT HIERARCHY.pdf

Section: LCLE Collaboration/Consultation**File Name**

7952 MOU.pdf

File Description

7952 MOU

7970 SANE- SCCO Support Letter.pdf

7970 SANE- SCCO Support Letter

CORONERDESIGNATIONHAVEN20.pdf

CORONERDESIGNATIONHAVEN20

SANE 7970 TPCO Support Letter.pdf

SANE 7970 TPCO Support Letter

Section: LCLE Civil Rights**File Name**

Certificate of Civil Rights Training.pdf

File Description

Certificate of Civil Rights Training.pdf

Section: LCLE EEOP**File Name**

EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

File Description

EeopVerification_FY2023_Sarah LeCompte_28-JUL-2023 (1).pdf

Section: LCLE Certification of Compliance**File Name**

7952 Certificate of Compliance.pdf

File Description

Certificate of compliance

7952 MOU.pdf

7952 MOU.pdf



Monday, October 28, 2024

Item Title:

Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2025

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an application form to the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2025 LHSC Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary form.docx	10/13/2024	Cover Memo
2025 LHSC Resolution.docx	10/13/2024	Cover Memo
2025 LHSC Overtime Traffic Safety Enforcement.pdf	10/13/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Overtime Traffic Enforcement by Louisiana Highway Safety Commission (LHSC) funding in Federal Fiscal Year 2025

PROJECT SUMMARY (200 WORDS OR LESS)
This subgrant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2025 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Attached are the LHSC purpose areas from the Louisiana Highway Safety Commission (LHSC)

TOTAL EXPENDITURE	
\$101,250.00	
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

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute an application form to the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2025 LHSC Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2025 LHSC Grant in the amount of One Hundred and One Thousand Two Hundred and Fifty dollars \$101,250.00 for the Terrebonne Parish Consolidated Government, This subgrant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2025 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting of all the requirements set forth by the Louisiana Highway Safety Commission (LHSC) and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the Louisiana Highway Safety Commission (LHSC) and to address other matters relative thereto.

SUB-GRANT BETWEEN STATE OF LOUISIANA

Department of Public Safety Services
LOUISIANA HIGHWAY SAFETY COMMISSION

AND

Terrebonne Parish Consolidated Government

IMPLEMENTING AGENCY (if different from Sub-grantee): Houma Police Department

SUB-GRANT NUMBER (ISIS/LAGOV):

LHSC PROJECT NUMBER: 2025-30-26

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES
AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

SUB-GRANTEE (Legal Name if Corporation)

FEDERAL EMPLOYER TAX ID 726001390

Terrebonne Parish Consolidated Government

NUMBER STATE LDR ACCOUNT # 5840335001300

SUB-GRANTEE UNIQUE IDENTIFIER NUMBER: WTBJJFPVF5K8

STATE VENDOR NUMBER: 310088007

STREET ADDRESS

TELEPHONE NUMBER: (985) 873-6383

500 Honduras Street

CITY Houma

STATE LA

ZIP CODE 70360

SUB-GRANTEE EMAIL ADDRESS: jason@tpcg.org

PROJECT TITLE: Overtime Traffic Safety Enforcement

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (Scope):

Conduct high visibility traffic safety enforcement as part of the LHSC FFY 2025 traffic safety effort.

BEGIN DATE October 1, 2024

END DATE September 30, 2025

MAXIMUM SUB-GRANT AMOUNT N/A

MULTI-YEAR SUB-GRANT BREAKDOWN N/A

FEDERAL AWARDING AGENCY: U. S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)

FUNDING:

Award Description	Assistance Listing Number	FAIN NUMBER	Awarded Amount
BIL NHTSA 402	20.600	69A37525300004020LA0	\$31,500.00
BIL 164 Transfer Funds	20.608	69A37525300001640LAA	\$56,250.00
BIL 405e Distracted Driving Awareness 24-26	20.616	69A3752530000405ELAA	\$13,500.00
			\$0.00
			\$0.00
		Total Federal Award:	\$101,250.00
Sub-grantee Matching Funds			\$0.00
Sub-grantee Program Income			\$0.00
		Total Project Costs:	\$101,250.00

*per NHTSA guidance State sub-grants are discretionary

ATTACH BUDGET HERE: (shown at end of document)



Funding for this sub-grant begins on October 1, 2024 and ends September 30, 2025. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Sub-grants apply to this sub-grant.

The LHSC funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Upon approval of a completed claim packet as described in Section E below.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: LHSC Program Coordinator

A. Sub-grantee Performance Measures:

- Number of impaired driving checkpoints conducted/participated in
- Number of impaired Driving enforcement hours conducted.
- Number of impaired driving saturation patrols conducted
- Number of occupant protection checkpoints conducted/participated in
- Number of occupant protection saturation patrols conducted
- Occupant protection use rate in target area.
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities.
- Number (or percent) of nighttime occupant protection enforcement hours conducted
- Number of (or percent) of distracted driving fatalities.
- Number of (or percent) of fatal crashes involving drivers age 20 or younger.
- Number of (or percent) of fatal crashes involving impaired drivers age 20 or younger.
- Number of (or percent) of fatalities involving a driver or motorcycle operator with BAC at 0.08 or greater.

B. Sub-grantee Performance Targets

- a. This sub-grant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2025 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.
- b. The sub-grantee agrees to support the LHSC statewide performance targets as listed on the LHSC website at: www.lahighwaysafety.org

Reduce impaired driving related fatal crash rate 1 percent in target area.

Reduce unrestrained fatalities 1 percent in target area.

Increase occupant protection use rate by 1 percent in target area.

Reduce motorcyclist fatalities 1 percent in target area.

Reduce fatal crashes involving drivers age 20 or younger by 1 percent in target area.

Reduce fatal crashes involving impaired drivers age 20 or younger by 1 percent in target area.

Reduce distracted driving fatalities by 1 percent in target area.

c. Sub-grantee Specific Performance Target(s):

- i. Complete at least 90% of the contracted overtime enforcement hours by the end of the contract period.
- ii. Conduct/participate in at least four (4) day or night Occupant Protection (OP) Checkpoints, one per quarter, throughout the contract year.
- iii. Conduct/participate in at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Ticket campaign
- iv. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.
- v. Conduct/participate in at least four (4) DWI Checkpoints and or Saturation Patrol efforts, one per quarter, throughout the contract year.
- vi. Work each of the twelve months of the performance period with special emphasis on the five waves as listed under D. Sub-grant Requirements which is included below.

C. Sub-grantee Deliverables:**a. Evidence-Based Enforcement Plan**

All agencies must use an evidence-based enforcement approach for this sub grant. Evidence-based enforcement requires your agency to:

- i. Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located on-line at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: <https://carts.lsu.edu/datareports/report/crash> and the National Highway Traffic Safety Administration (NHTSA) at: <https://www.nhtsa.gov/data> Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources.
- ii. Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.
- iii. Document (i) and (ii) above.

b. Police Community Collaboration

Your agency is strongly encouraged to conduct engagement activities to better serve the community by improving traffic safety. Police-community collaboration requires your agency to build relationships with community leaders and develop some sort of process to continually seek input and feedback from them. For training and guidance on easy processes for soliciting comments, consult with your LHSC PTS Program Coordinator and regional Law Enforcement Liaison.

c. Other Special Conditions for Enforcement

- i. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.
- ii. Your agency will be considered to comply with LHSC performance expectations as long as they can demonstrate completion of enforcement activity efforts with some measure of success. Failure to achieve any performance expectation will not exclude your agency from consideration for future funding.

d. Occupant Protection Enforcement**i. Nighttime Drivers**

All agencies are **required** to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.

ii. Pickup Truck Drivers

All agencies are **required** to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the

Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your jurisdiction which is 91.30% for Terrebonne Parish. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Your agency is encouraged to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

e. Impaired Driving Enforcement

When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson located at the listed link below.

[State of LA v. Leon Jackson](#)

Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development, (225) 925-6202

Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under E. Sub grant Requirements paragraph f.

Conduct Impaired Driving checkpoints and/or saturation patrols at high-risk locations within your jurisdictions.

Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the impaired driving related fatal crash rate in your jurisdiction which is 41.7% for Terrebonne Parish in 2023. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Encourage SFST Certifications for all officers working DWI overtime enforcement.

Your agency is encouraged to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police.

Provide press release notice of your agencies scheduled DWI checkpoints on grant overtime to: terry.chustz@la.gov

Clearly document Impaired Driving checkpoints and/or saturation patrols, and your agencies supporting PI&E activities, on the monthly LHSC reimbursement forms Annexes B and the online Annex C.

Ensure that no more than 40% of Impaired Driving funds are used to conduct Impaired Driving checkpoints.

Your agency is encouraged to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary training. For information and/or training contact the LHSC LADRIVING training coordinator, Terry Chustz (Terry.Chustz@la.gov) or ladriving@la.gov

f. Other Traffic Safety Activities

- i. **Speed Enforcement:** If your contract includes Speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- ii. **Juvenile Underage Drinking Enforcement:** If your contract includes juvenile underage drinking enforcement (JUDE) your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events), and areas where underage procurement and consumption are identified.

- iii. **Distracted Driving Enforcement:** If your contract includes distracted driving enforcement, your agency to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

g. Motorcycle Enforcement

All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.

h. Moving or Other Hazardous Violations Enforcement

Take appropriate enforcement action on other hazardous moving violations observed during grant-funded overtime and report those actions on monthly Annex C reports.

i. Pedestrian and Non-Motorized Enforcement

If your contract includes Non-Motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

j. Rail Grade Enforcement

If your contract includes Rail Grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

k. Earned Media

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year by November 30, 2024.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained Nighttime Enforcement of the State's seat belt and child passenger safety laws.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs from APR 19-27, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs from November 23-30, 2024 and the Click it or Ticket National Mobilization that runs from May 19- June 1, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the National Drive Sober or Get Pulled Over traffic safety campaign during the first week of the campaign that runs August 15 – September 1, 2025.

D. Sub-grant Requirements

- a. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.

2025-30-26

- b. The LHSC supports Louisiana’s Strategic Highway Safety Plan (SHSP) Regional Traffic Safety Coalitions. All sub-grantees are strongly encouraged to participate in their regional Traffic Safety Coalition. **For coalition meeting information, please visit** www.destinationzerodeaths.com
- c. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.
- d. Notify the LHSC Commission members and LHSC staff members prior to activities and events conducted in support of this sub-grant.

i. Earned media:

Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws.

You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency’s traffic safety efforts.

The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below.

- ii. Your agency is **required** to: Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct/promote traffic safety by November 30, 2024.
- e. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet and indicated on the Annex C.
- f. Support the LHSC/National Highway Traffic Safety Administration campaigns for occupant protection and impaired driving.

Occupant Protection Campaigns

Click It or Ticket Thanksgiving	November 23-30, 2024
Buckle Up in Your Truck	April 19-27, 2025
Click It or Ticket National Mobilization	May 19-June 1, 2025

Impaired Driving (Drive Sober Get Pulled Over (DSGPO) Campaigns

Drive Sober or Get Pulled Over Christmas/New Year	Dec 13, 2024 – Jan 1, 2025
2025 Drive Sober or Get Pulled Over Mardi Gras	February 21 – March 4, 2025
2025 Drive Sober or Get Pulled Over Independence Day	July 2-6, 2025
Drive Sober or Get Pulled Over National Mobilization	August 15-September 1, 2025

Your agency is **required** to:

- i. Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.
- ii. Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator.
- g. If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in **Division of Administration Policy and Procedure Memorandum No. 49 (PPM49)**. All out of state travel will be subject to prior approval by the LHSC.

Routine in-state travel is mileage is reimbursed at the published GSA rate for mileage; out-of-state travel will include lodging, mileage, airfare, and conference registration fees, hotel and airport parking, and ground transportation. Out-of-state destinations shall include highway safety related conference only. Travel not specified on the sub-grant budget

2025-30-26

summary page must be submitted in writing and approved in advance by the LHSC Executive Director.

Submit requests for out-of-state conference travel to LHSC within the first quarter of the sub-grant year or within 90 days of received an approved sub-grant. Extension of this period must be specifically approved by the LHSC. Requests for travel cost reimbursements must include a **Travel Expense Account Form (DPSMF1382)**. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel.

- h. If included as part of this sub-grant agreement, the agency will make any LHSC approved equipment or other purchases in the first quarter of the sub-grant or within 90 days of receiving an approved sub-grant. Prior to placing the order, the agency will submit specifications for the items to be ordered to the LHSC Program Coordinator for review and approval. Once approval is received, the agency may order approved items. All purchases must be in accordance with State of Louisiana purchasing guidelines. For additional information, please refer to and the Louisiana Office of State Procurement website –

<https://www.doa.la.gov/doa/osp/vendor-resources/>

- i. Your agency agrees to work with the PTS Coordinator(s) assigned to your area:

Tina Benton - Region: Troop C,D,E, I Coalition: N/A Email: Cedina.benton2@la.gov Phone: (225)806-4272

- j. Your agency agrees to work with the Law Enforcement Liaison(s) assigned to your area:

Tina Benton - Region: Troop C,D,E, I Coalition: N/A Email: Cedina.benton2@la.gov Phone: (225)806-4272

E. Project Reporting, Monitoring, and Evaluation

Complete reimbursement claims, including applicable Annexes must be submitted on a monthly basis. Your agency will receive claim packets or a link to claim packets prior to your first submission due date. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission.

Claims needing corrections/revisions will be returned to the submitting agency for corrections, which will result in a delay of your agency's reimbursement. **Important Reminder: Final claims for reimbursement must be received by October 30, 2025.** Sub-grantee agrees that project activities, reporting, monitoring, and evaluation will be in accordance with the current LHSC Manual for Sub-grants which includes **Certifications and Assurances required** by all federal fund sub-grantees and is available for review at

Sub-grantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. Incomplete or incorrect claim forms will not be processed by LHSC. They will be returned to the sub-grantee. All claims must be submitted as directed by LHSC Coordinator.

- a. All records and supporting documentation related to this sub-grant must be maintained by the agency for the current year plus five (5) years.
- b. The sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this agreement is terminated and/or a lawsuit is filed. Specifically, the sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

- c. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of sub-grantee which relate to this agreement.

F. Taxes

Before the sub-grant may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Sub-grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Sub-grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Sub-grantee resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Sub-grantee fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Sub-grantee and without penalty.

G. Termination for Cause

Should the State determine that the Sub-grantee has failed to comply with the Sub-grant's terms, the State may terminate the Sub-grant for cause by giving the Sub-grantee written notice specifying the Sub-grantee's failure. If the State determines that the failure is not correctable, then the Sub-grant shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Sub-grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Sub-grantee to make the corrections or the State may notify the Sub-grantee of the Sub-grant termination date.

If the Sub-grantee seeks to terminate the Sub-grant, the Sub-grantee shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

H. Termination for Convenience

State may terminate the Sub-grant at any time without penalty by giving thirty (30) days written notice to the Sub-grantee of such termination or negotiating with the Sub-grantee a termination date. Sub-grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

I. Remedies for Default

Any claim or controversy arising out of this sub-grant shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

J. Other Remedies

If the Sub-grantee fails to perform in accordance with the terms and conditions of this Sub-grant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Sub-grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Sub-grantee and proceeding against any surety of the Sub-grantee.

K. Governing Law

This Sub-grant shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Sub-grant. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Sub-grant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. E-Verify

Sub-grantee acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Sub-grant.

M. Record Ownership

All records, reports, documents and other material delivered or transmitted to Sub-grantee by State shall remain the property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub-grant. All material related to the Sub-grant and/or obtained or prepared by Sub-grantee in connection with the performance of the services sub-granted for herein shall become the

property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub- grant.

N. Sub-grantee's Cooperation

The Sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Sub-grant is terminated and/or a lawsuit is filed. Specifically, the Sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

O. Assignability

Sub-grantee may assign its interest in the proceeds of this Sub-grant to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Sub-grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Sub-grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Sub-grantee shall only transfer an interest in the Sub-grant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Sub-grantee's responsibilities and obligations.

P. Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this sub-grant for a period of five years from the date of final payment under the prime sub- grant and any Sub-grant. The Sub-grantee and Sub-grantee shall maintain such books and records for this five- year period and cooperate fully with the authorized auditing agency. Sub-grantee and Sub-grantee shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Q. Fiscal Funding

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

R. Non-Discrimination

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

Sub-grantee agrees not to discriminate in its employment practices, and shall render services under this sub- grant without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Sub- grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this sub-grant.

S. Continuing Obligation

Sub-grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Sub-grant and debarment from future Sub-grants.

T. Eligibility Status

Sub-grantee, and each tier of Sub-grantees, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

U. Confidentiality

Sub-grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Sub-grantee in carrying out this Sub-grant. Sub-grantee shall use protecting measures that are the same or more effective than those used by the State. Sub-grantee is not required to protect information or data that is publicly available outside the scope of this Sub-grant; already rightfully in the Sub-grantee's possession; independently developed by the Sub-grantee outside the scope of this Sub-grant; or rightfully obtained from third parties.

Under no circumstance shall the Sub-grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

V. Amendments

Any modification to the provisions of this Sub-grant shall be in writing, signed by all parties, and approved by the required authorities.

W. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any sub-grant for \$100,000 or more and for any Sub-grantee with five or more employees, the Sub-grantee certifies that neither it nor its Sub-grantees are engaged in a boycott of Israel, and that the Sub-grantee and any Sub-grantees shall, for the duration of this sub-grant, refrain from a boycott of Israel. The State reserves the right to terminate this sub-grant if the Sub-grantee, or any Sub-grantee, engages in a boycott of Israel during the term of this sub-grant.

X. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Sub-grantee, any of its employees, agents, or Sub-grantees will have access to State government information technology assets, the Sub-grantee’s employees, agents, or Sub-grantees with such access must complete cybersecurity training annually, and the Sub-grantee must present evidence of such compliance annually and upon request. The Sub-grantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Code of Ethics

The Sub-grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Sub-granting Party in the performance of services called for in this Sub-grant. The Sub-grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Sub-grant.

LHSC SUBGRANT MANUAL ACKNOWLEDGEMENT:

This signature acknowledges that I have READ/REVIEWED/RECEIVED, UNDERSTOOD, and AGREE to the Terms and Conditions set forth in the LHSC Sub-grant Manual. I will adhere to all provisions set forth in the sub-grant manual.

BY: Bobbie O'Bryan

Typed Name:
Title:
Bobbie O'Bryan

Captain

Link to Subgrant LHSC Subgrant Manual

Manual: Site address:
October 2, 2024 | 7:56 PM CDT

<https://www.lahighwaysafety.org/media/qewdzjfe/ffy-2025-manual-for-subgrants.pdf>

SUB-GRANT APPROVAL

This sub-grant is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

STATE AGENCY SIGNATURE:

BY: _____

Lisa Freeman, Executive Director and Governor's Highway
Safety Representative
Phone: (225) 925-6991

SUB-GRANTEE SIGNATURE:

BY: _____

Typed
Name:
Title:

Rev 6.2024

**LOUISIANA HIGHWAY SAFETY COMMISSION
FFY 2025 SUBGRANT AGREEMENT**

Contractor: Houma Police Department		BUDGET			2025-30-26		
1. PERSONAL SERVICES (Salaries and Benefits)				AMOUNTS		TOTAL	
		<i>Select One ↓</i>	<i>Select One ↓</i>				
Salaries/Wages:	Fund	Hourly Rate	Total Hours	LHSC Federal Funds	Matching Funds/ Program Income	PROJECT COSTS	
Title or Activity	<i>Select Below ↓</i>						
Occupant Protection Enforcement OT	402	45.00	700.00	\$31,500.00		\$31,500.00	
Impaired Driving Enforcement OT	164AL	45.00	550.00	\$24,750.00		\$24,750.00	
Juvenile Underage Drinking Enf OT (JUDE)	164AL	45.00	700.00	\$31,500.00		\$31,500.00	
Distracted Driving Enforcement OT	405E	45.00	300.00	\$13,500.00		\$13,500.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
				\$0.00		\$0.00	
Subtotal Salaries				\$101,250.00	\$0.00	\$101,250.00	
Related Benefits	Fund (Select Below) ↓					\$0.00	
						\$0.00	
						\$0.00	
Subtotal Related Benefits				\$0.00	\$0.00	\$0.00	
TOTAL SALARIES AND RELATED BENEFITS				\$101,250.00	\$0.00	\$101,250.00	
2. TRAVEL (SELECT BELOW)	Fund (Select Below) ↓		Description			\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
Subtotal Travel				\$0.00	\$0.00	\$0.00	
TOTAL PERSONAL SERVICES				\$101,250.00	\$0.00	\$101,250.00	
3. CONTRACTUAL SERVICES						\$0.00	
Provider Name	Fund (Select Below) ↓		Description			\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
TOTAL CONTRACTUAL SERVICES				\$0.00	\$0.00	\$0.00	
4. OPERATING SERVICES LIST	Fund (Select Below) ↓					\$0.00	
						\$0.00	
						\$0.00	
TOTAL OPERATING SERVICES				\$0.00	\$0.00	\$0.00	
5. SUPPLIES	Fund (Select Below) ↓	# Items	Price Per			\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
TOTAL SUPPLIES				\$0.00	\$0.00	\$0.00	
6. EQUIPMENT	Fund (Select Below) ↓	Number	Per Unit \$\$			\$0.00	
						\$0.00	
						\$0.00	
TOTAL EQUIPMENT				\$0.00	\$0.00	\$0.00	
7. INDIRECT COSTS	Type Rate: (Select)-->	None	Rate: (Enter Here) →	0%			
	Fund (Select Below) ↓		Total Funds				
	402		31,500.00	\$0.00		\$0.00	
	164AL		56,250.00	\$0.00		\$0.00	
	405E		13,500.00	\$0.00		\$0.00	
			-	\$0.00		\$0.00	
	MTDC		101,250.00			\$0.00	
TOTAL INDIRECT COSTS				\$0.00	\$0.00	\$0.00	
GRAND TOTAL				\$101,250.00	\$0.00	\$101,250.00	

FFY 2025 CONTRACT PERIOD

Single Audit Certification

FROM: Lisa Freeman, Executive Director
and Governor's Highway Safety Representative

RE: Subrecipient Single Audit Requirements of OMB Uniform Guidance Part 200: Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F - Audit Requirements
Sub-grant between the Louisiana Highway Safety Commission and Terrebonne Parish Consolidated Government
For the period beginning October 1, 2024 and ending September 30, 2025
Project Number 2025-30-26 in the amount of \$101,250.00

The Louisiana Highway Safety Commission (LHSC), as the pass through entity (PTE) of federal funds from the National Highway Traffic Safety Administration (NHTSA), is required to verify that every subrecipient is audited as required by Subpart F - Audit Requirements of 2 CFR 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501 Audit Requirements.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements, sign and date this notice.

Our most recent fiscal year ended on: _____

Check one of these options and appropriate boxes below

- 1. Our single audit report for the most recent fiscal year has been submitted to the Federal Audit Clearinghouse (FAC) under the EIN # _____
 - No material weaknesses, significant deficiencies, material non-compliance, or findings are noted in the FAC for your organization during the most recent fiscal year.
 - Material weaknesses, significant deficiencies, material non-compliance, or findings are noted in the FAC for your organization during the most recent fiscal year. Please check the appropriate line(s) below and provide the required documentation.
 - Material weaknesses, significant deficiencies, material non-compliance, or findings are NOT related to any subaward(s) from the LHSC.
 - Material weaknesses, significant deficiencies, material non-compliance, or findings are related to subawards from the LHSC. Relevant findings and our response can be found on page(s) _____.

- 2. Our single audit report for the most recent fiscal year is not yet available in the FAC. We expect the audit to be submitted to the FAC by _____.

- 3. We are not subject to the requirements of Subpart F - Audit Requirements of 2 CFR 200 because (Check all that apply):
 - Our organization is a for-profit subrecipient.
 - Our organization expended less than \$1,000,000.00 in federal funds in the noted fiscal year.

Signature

Phone Number

Title

SUB-RECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) requires the LHSC to report specific information about their highway safety grant sub-recipients to the federal government. FFATA applies to all grants or contracts that obligates \$30,000 or more in federal funds.

Sub-Recipient Information

AGENCY/INSTITUTION NAME AND ADDRESS

Name: Terrebonne Parish Consolidated Government

Address: 500 Honduras Street

City: Houma

State: LA

Zip + 4: 70360

Sub-Recipient Unique Entity Identifier from SAM.gov:

WTBJJFPVF5K8

Sub-Recipient Tax ID number:

Sub-Recipients Annual Gross Revenues Exceed 80% or more in Federal Awards	Yes	No
Sub-Recipients Annual Gross Revenues Equal or Exceed \$30,000,000 in Federal Awards	Yes	No
Does the public have access to this information through the Security Exchange Commission or Internal Revenue Service?	Yes	No
Sub-Recipient Five Most Highly Compensated Officers (needed only if sub-recipient answered yes to all of the above)	Officer Name	Officer Compensation

COMMENT

PREPARED BY:

DATE:

Name:

Title:

Email:



JEFF LANDRY
GOVERNOR

LISA FREEMAN
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission
September 30, 2024 | 10:24 AM CDT

Ms. Pamela Bartfay Rice, Esq.
Assistant Director,
Professional Contracts
DOA-Office of State
Procurement
P. O. Box 94095
Baton Rouge,

Louisiana 70804-9095

Dear Ms. Rice:

The following contract is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes **39:1551** et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – Louisiana Highway Safety

Commission Contractor – Terrebonne Parish Consolidated Government

Amount – \$101,250.00

Upon approval of said contract(s) please return to:

Tyrochelle Livingston
Louisiana Highway Safety Commission
7919 Independence Blvd., Suite 2100 (POB
66336, 70896) Baton Rouge, LA 70806

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call (225) 925-3859.

Sincerely,



JEFF LANDRY
GOVERNOR

LISA FREEMAN
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: Agency: Terrebonne Parish Consolidated Government
Project Name: Overtime Traffic Safety Enforcement
LHSC Project Number: 2025-30-26
Contract Total: \$101,250.00

Dear Ms. Rice:

In reference to the enclosed contract, pursuant to La. R.S. 39:1623 we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595 (B), have been complied with.
4. The Louisiana Highway Safety Commission has developed and fully intends to implement a written plan providing for:
 - a. The assignment of
(or their successor to a monitoring and liaison function; **and**
 - b. The periodic review of interim reports or other indicia of performance to date; and
 - c. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or

6. by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.
7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.
8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions which address the need for assurances and/or monitoring of the key internal control.
9. The Board of Regents has been notified in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.

Sincerely,

Lisa Freeman
Executive Director
Governor's Highway Safety Representative

LF: tl



STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY

Effective Date of Contract	Approval Date	
	SCS Commission Approval (if required)	SCS Approval (Initial and Date)
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL

Agency Name	Personnel Area Number	Agency Number
Louisiana Highway Safety Commission	425	802

CONTRACT INFORMATION

Contract #	Name of Contractor	
	Terrebonne Parish Consolidated Government	
Is this an amendment to an existing contract?	If yes, OCR # (if applicable)	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Start Date of Contract	End Date of Contract/Amendment	Dollar Amount of Contract (Including Amendment)
October 1, 2024	September 30, 2025	\$101,250.00

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:
 Conduct high visibility traffic safety enforcement as part of the LHSC FFY 2025 traffic safety effort.

Advantages of contracting out services:

Justification for contracting out services:

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes No

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

<i>Determines the work hours of the person performing the contractual services</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<i>Determines the day to day duties of that person</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<i>Approves the absences from the work place of that person</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Procurement Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motivated reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Lisa A. Freeman	

Title of Appointing Authority
Executive Director

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date

Title of Person Signing this Request
Executive Director

Contact Information (Human Resources Contact)

Name	
Email	
Phone Number	



TO: LHSC FISCAL DEPARTMENT

This contract has been signed, please prepare the BA22

Agency: Terrebonne Parish Consolidated Government

Project Number: **2025-30-26** \$101,250.00

State Vendor#: 310088007

TO: CONTRACT GRANTS REVIEWER

A SIGNABLE BA22 FOR THIS PROJECT CAN BE UPLOADED FROM THE SHARED DRIVE UNDER
2025 BA22S COMPLETED.

SIGNED:

YES

NO

**LOUISIANA HIGHWAY SAFETY COMMISSION
FFY 2014 CONTRACT**

Louisiana Highway Safety Commission
P. O. Box 66336, Baton Rouge, LA 70896

REQUEST FOR USE OF PROGRAM INCOME EARNED

ORGANIZATION:	_____
PROJECT TITLE:	_____

LIST INCOME PRODUCING ACTIVITY	
DESCRIPTION OF INCOME PRODUCING ACTIVITY	AMOUNT RECEIVED

USE OF INCOME	AMOUNT

Approved Use of Program Income:

Program income will be deducted from the total project costs to determine the net costs upon which to base the state or federal share.

Program income that remains unexpended after the grant period ends will continue to be committed to the original grant objectives.

Program Income Cumulative
Program Income This Reporting Period
TOTAL PROGRAM INCOME
Less Outlay Cumulative
Less Outlay This Reporting Period
Program Income Balance



Monday, October 28, 2024

Item Title:

Resolution to Execute an Agreement for Professional HVAC Consulting Services at the Terrebonne Parish Animal Shelter between Matrix HVAC, LLC and TPCG

Item Summary:

RESOLUTION: Authorize the Parish President to Execute an Agreement for Professional HVAC Consulting Services at the Terrebonne Parish Animal Shelter between Matrix HVAC, LLC and the Terrebonne Parish Consolidated Government.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/22/2024	Executive Summary
Resolution	10/22/2024	Resolution
Agreement	10/22/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: To Authorize the Parish President or Parish Administration to Execute an Agreement for Professional HVAC Consulting Services at the Terrebonne Parish Animal Shelter between Matrix HVAC, LLC and the Terrebonne Parish Consolidated Government.

PROJECT SUMMARY (200 WORDS OR LESS)

Terrebonne Parish Animal Shelter is in need of professional HVAC consulting services in association with the installation of a new HVAC system. TPCG finds it is in the best interests of Terrebonne Parish to retain the services that Matrix provides as soon as possible.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Terrebonne Parish Animal Shelter is in need of professional HVAC consulting services in association with the installation of a new HVAC system.

TOTAL EXPENDITURE

\$28,752.00

NOTE: The funds for this item are in the budget amendment that will go before the Council on Wednesday, October 30, 2024.

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
	ACTUAL		ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	
	<input checked="" type="radio"/>			

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

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



 Noah J. Lirette, Chief Administrative Officer

 Date 10/22/24

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT OR PARISH ADMINISTRATION TO EXECUTE AN AGREEMENT FOR PROFESSIONAL HVAC CONSULTING SERVICES AT THE TERREBONNE PARISH ANIMAL SHELTER (“ANIMAL SHELTER”) BETWEEN MATRIX HVAC, LLC (“MATRIX”) AND THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”).

WHEREAS, the Terrebonne Parish Animal Shelter is in need of professional HVAC consulting services in association with the installation of a new HVAC system at the Terrebonne Parish Animal Shelter; and

WHEREAS, Matrix HVAC, LLC provides professional HVAC consulting services which can fulfill the Animal Shelter’s need for those services; and

WHEREAS, TPCG finds it is in the best interests of Terrebonne Parish to retain the services that Matrix provides as soon as possible; and

WHEREAS, TPCG and Matrix have agreed in principal upon the terms of an agreement for Matrix to provide professional HVAC consulting services as set forth in the Professional HVAC Consulting Services Agreement attached hereto.

SECTION I

BE IT RESOLVED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to execute the Professional HVAC Consulting Services Agreement between TPCG and Matrix HVAC, LLC, subject to final approval by legal.

SECTION II

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

SECTION III

This resolution shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this _____ day of _____, 2024.

* * * * *

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA
PARISH OF TERREBONNE

PROFESSIONAL HVAC CONSULTING
SERVICES AGREEMENT

I. PARTIES

1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Resolution No. 24-_____, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as “Owner”); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and,

1.2 MATRIX HVAC, LLC (herein sometimes referred to as “MATRIX” or “CONSULTANT”), a limited liability company organized under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, whose mailing address for the purposes herein is 21357 Marion Lane, Ste. 100, Mandeville, LA 70471, herein represented by Joshua Bellanger, its duly authorized General Manager;

II. Term

2.1 The term of this Agreement shall be from October 21, 2024, to April 21, 2025.

2.2 The term of this Agreement may be extended or renewed only by a duly written amendment signed by the parties hereto.

III. Scope

3.1 Matrix shall provide the following services under this Agreement to the TPCG Animal Shelter, 100 Government St., Gray, LA 70359:

3.1.1 TAB Work:

Provide Professional Testing and Balancing Services for TPCG Animal Shelter, with the following scope of work:

3.1.1.1 Utilize Alnor and ShortRidge Airflow testing instruments to test, measure, and balance the air volume flow rates of the AAON RTU’s. Compare measured volume flow rates to the equipment design specifications and original mechanical drawings.

- a. Record air temperatures to compare with design requirements.
- b. Investigate new and existing equipment for deficiencies and provide recommendations for immediate repair.
- c. Review equipment submittals and new part submittals.
- d. Review equipment and building plans.
- e. Provide final TAB report and final documentation.

3.1.1.2 TAB work will be performed as a Professional Mechanical Engineer (PE) and will be stamped as such.

3.1.1.3 All work will follow the NEBB Standard.

3.1.1.4 Customer to provide man lifts, etc. as required to gain access to mechanical equipment during all inspections.

3.1.2 Commissioning Work:

Provide Professional Commissioning Services for the TPCG Animal Shelter HVAC systems, including the following scope of work:

- 3.1.2.1 Conduct thorough professional commissioning on all HVAC equipment and controls.
 - a. Generate and complete pre-functional and functional checklists.
- 3.1.2.2 Deliver all commissioning tasks in accordance with the specifications.
- 3.1.2.3 Furnish commissioning forms, reports, and final documentation.

3.1.3 Notes and Exclusions

- 3.1.3.1 Commissioning work shall be performed by an AEE Certified Building Commissioning Professional.
- 3.1.3.2 Matrix's services herein shall include two (2) project progress meetings as required.
- 3.1.3.3 This Agreement shall not be construed to require any work not stated above from Matrix. Out of scope work to shall be reviewed with customer and may accrue additional costs if approved in writing by TPCG.

IV. Consideration and Payment Terms

4.1 TPCG will make every reasonable effort to pay the invoice(s) within thirty (30) workdays of approval of the invoice for the deliverable(s). Payment of any undisputed amount shall be made after processing in accordance with Owner's Finance Department Policy and only after the approval from the Department/Division Head that oversees this contract.

4.2 In consideration of the services set forth in Article III herein above, TPCG shall pay Matrix the amount of \$28,752.00 as the Total Agreement Price.

V. Termination

This Agreement shall be terminated by the Parish President or Parish Administration under any or all of the following conditions:

- 5.1 By written mutual Agreement and consent of the parties hereto.
- 5.2 For convenience: By thirty (30) days written notice by TPCG to Matrix.
- 5.3 For cause: By thirty (30) days written notice by either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.
- 5.4 By the OWNER due to the departure for whatever reason of any principal member or members of the CONSULTANT's firm.
- 5.5 By satisfactory completion of all services and obligations described herein.
- 5.6 As set forth in Article 8.4 herein below.

Upon completion/termination the CONSULTANT shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days' notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the OWNER of thirty (30) days' notice in writing to that effect. Payment for termination shall be in accordance with Article IV herein above.

VI. Indemnification

6.1 To the fullest extent permitted by law Matrix HVAC, LLC (“Matrix”) shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way result from any damages sustained by a Matrix participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of Matrix, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, including but not limited to acts related to the performance or non-performance of the Agreement herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. This indemnification does not apply to any strict liability of the TPCG. Matrix shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

6.2 Claim for Liens

The CONSULTANT shall hold the OWNER harmless from any and all claims for liens of labor, services or material furnished to the CONSULTANT in connection with the performance of its obligations under this contract.

VII. Insurance Requirements

7.1 Professional Liability Insurance

The CONSULTANT shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the CONSULTANT’s scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime CONSULTANT or surveyor. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.2 General Liability Insurance

The CONSULTANT shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.3 Workers Compensation Insurance

The CONSULTANT shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The CONSULTANT shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.4 Auto Liability Insurance

The CONSULTANT shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit of \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If the CONSULTANT owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.5 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The CONSULTANT shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

7.6 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage
 - a. OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under "Who is an insured" shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
 - b. Any failure to comply with the reporting provisions of the policy shall not affect liability provided to OWNER.

c. The CONSULTANT'S insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the CONSULTANT for OWNER.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

7.7 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those CONSULTANTS whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

7.8 Verification of Coverage

CONSULTANT shall furnish OWNER with certificates of insurance effecting coverage required. 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 OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.9 Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

VIII. Additional Terms and Conditions

8.1. No Modification. None of the terms or conditions of this Agreement or supporting documentation may be added to, waived, superseded, or otherwise altered except by a written instrument signed by TPCG and Matrix.

8.2. No Waiver. The failure of TPCG or Matrix to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement or of any of the supporting documentation.

8.3. No Assignment. Neither party shall assign its rights, privileges, and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

8.4. Non-Appropriation Clause. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of either party, their successors or assigns for any further payments.

8.5. Choice of Law. To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

8.6. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.7 Relationship of the Parties. Consultant declares it is a professional, working as an independent contractor for TPCG. Consultant agrees and acknowledges that it is not the agent of TPCG. Consultant agrees and acknowledges that TPCG is not responsible to any third parties due to this contract with Consultant and that TPCG is not responsible for Consultant's duties and obligations to any third parties. Consultant agrees and acknowledges that TPCG is not considered a professional and cannot, itself, perform the services of this contract.

8.8 Independent Contractor. Consultant is engaged by TPCG for the purposes set forth in this contract. The relationship between Consultant and TPCG shall be, and only be, that of an independent contractor and Consultant shall not be construed to be an employee, agent, partner of, or in joint venture with, TPCG.

8.9 Exclusion of Workers' Compensation Coverage. TPCG and Consultant expressly agree that Consultant is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Consultant or to anyone employed by Consultant for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

8.10 Exclusion of Unemployment Compensation Coverage. TPCG and Consultant expressly declare and acknowledge that Consultant is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

8.10.1 Consultant has been and will be free from any control or direction by TPCG over the performance of the services covered by this Agreement;

8.10.2 The services to be rendered by Consultant are outside the normal course and scope of TPCG's usual business; and

8.10.3 Consultant is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Consultant nor anyone employed or contracted by Consultant shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.

8.11 Subcontractors. Matrix shall not hire for this project contractors, independent or subcontractors, unless approved in writing by TPCG.

8.12 Entire Agreement. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

8.13 Recitations/Preamble. The recitation and preambles of this Agreement are hereby made a part of the terms and conditions of this Agreement.

8.14 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.15 Audit. TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by Matrix is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

8.15.1 Records Access. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records, and accounts of the Matrix which relate to this Agreement, upon request.

8.15.2 TPCG Inspection/Audit. TPCG shall have the option of inspecting and auditing any documents/records of any nature related to this Agreement at TPCG's expense, and Matrix shall produce the documents within five (5) days of demand. Matrix shall not destroy any documents/records without prior approval of TPCG.

8.16 Applicable Federal Law. Matrix agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and LRS agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Matrix agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Matrix acknowledges and agrees that any act of unlawful discrimination committed by Matrix, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

8.17 Ethics. Matrix shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

8.18 Force Majeure. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God. In the event of Force Majeure, the TPCG may terminate this agreement by written notice following such casualty and the TPCG shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of the TPCG.

8.19 Employment of TPCG Personnel. Matrix certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is presently, or at the time of such employment, an employee of TPCG.

8.20 Non-Solicitation. Matrix warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.21 Non-Collusion Affidavit. In accordance with La. R.S. 38:2224, Contractor declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibit A and incorporated and made a part of this Contract.

8.22 Attestations Clause. Contractor's Attestations Affidavit, attesting that Contractor is in compliance with Louisiana Revised Statutes 38:2227, 38:2212.10, and 23:1726, is attached hereto at Exhibit B, which is incorporated and made a part of this Contract.

IX. Notices

9.1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

9.1.1. Terrebonne Parish Consolidated Government
Attn: Parish President
8026 Main Street
Houma, LA 70360

9.1.2. Matrix HVAC, LLC
21357 Marion Lane, Ste. 100
Mandeville, LA 70471

X. Signatures

10.1. MATRIX HVAC, LLC

THUS done and signed on this ____ day of October 2024 in the city of Houma, Parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

MATRIX HVAC, LLC

X: _____
BY: Joshua Bellanger
ITS: General Manager

10.2. TPCG

THUS done and signed on this ____ day of October 2024 in the city of Houma, Parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

X: _____
BY: Jason W. Bergeron, Parish President
OR: Noah J. Lirette, CAO
Duly Authorized Designee



Monday, October 28, 2024

Item Title:

Resolution to reject the proposals received for the Request for Proposal (RFP) No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service and receive authorization to re-advertise as soon as allowable.

Item Summary:

RESOLUTION: Concurring with the Parish Administration to reject the proposals received for the Request for Proposal (RFP) No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service and receive authorization to re-advertise as soon as allowable.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	10/23/2024	Executive Summary
Resolution	10/23/2024	Resolution
Proposal Price Forms	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution to reject the proposals received for the Request for Proposal (RFP) No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service and receive authorization to re-advertise as soon as allowable.

PROJECT SUMMARY (200 WORDS OR LESS)

Rejection of proposal due to cost being over the budget amount.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Large Refuse Container and Community Recycling Service.

TOTAL EXPENDITURE

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

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Sharon Ellis

Sharon Ellis, Purchasing-Warehouse Manager

October 23, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

Resolution to reject the proposals received for the Request for Proposal (RFP) No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service and receive authorization to re-advertise as soon as allowable.

WHEREAS, on October 8, 2024, proposals for RFP No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service were received by the Terrebonne Parish Consolidated Government for the Solid Waste Department, and

WHEREAS, after careful review it has been determined that it would be in the best interest of Terrebonne Parish Consolidated Government to reject all proposals received due cost being sufficiently over budget, to re-structure the proposal and to re-advertise as soon as allowable, and

WHEREAS, the Parish Administration has recommended that the proposals be rejected and that the Request for Proposals be readvertised as soon as allowable, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation be approved and that the proposals for RFP No. 24-REFUSE-27 Large Refuse Container and Community Recycling Service be rejected and readvertised as soon as allowable.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2024.

I, TAMMY E. TRIGGS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 2024 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2024.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

ORIGINAL

EXHIBIT A

**Terrebonne Parish Consolidated Government
Solid Waste Department
Large Refuse Container and Community Recycling Service**

CONTRACT PRICE SCHEDULE

FIRM/COMPANY Waste Pro of Louisiana, Inc. PHONE NO. (504) 452-3318 (c)
(985) 401-2900 (o)
ADDRESS 209 Blackwater Ct. Gibson, Louisiana 70356

DOES HEREBY propose to provide Large Refuse and Community Recycling Container Service for the Terrebonne Parish Consolidated Government, as provided herein for the following prices.

A. LARGE REFUSE CONTAINER SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Container Rental ¹			
a. Nominal twenty (20) cubic yard container	1	\$ 80.00 per month	\$ 80.00
b. Nominal thirty (30) cubic yard container	1	\$ 90.00 per month	\$ 90.00
c. Nominal forty (40) cubic yard container 1	1	\$ 100.00 per month	\$ 100.00
2. Transportation to Ashland Transfer Station			
a. Crochetville Residential Site	1	\$ 208.00 per pull	\$ 208.00
b. Isle of Cuba Residential Site	1	\$ 312.00 per pull	\$ 312.00
c. Special Event Terrebonne Parish	1	\$ 248.00 per pull	\$ 248.00
3. Transportation to River Birch Landfill			
a. Crochetville Residential Site	1	\$ 438.00 per pull	\$ 438.00
b. Isle of Cuba Residential Site	1	\$ 358.00 per pull	\$ 358.00
c. Special Event Terrebonne Parish	1	\$ 358.00 per pull	\$ 358.00
4. Transportation to C&D Landfill			
a. Crochetville Residential Site	1	\$ 438.00 per pull	\$ 438.00
b. Isle of Cuba Residential Site	1	\$ 358.00 per pull	\$ 358.00
c. Special Event Terrebonne Parish	1	\$ 358.00 per pull	\$ 358.00
5. Waste Trie Transportation			

ORIGINAL

a. Nominal forty (40) cubic yard container 1	\$ 536.00 per pull	\$ 536.00
b. Nominal forty (40) cubic yard container 1 Tandem Pulls (two 40cy bids)	\$ 732.00 per pull	\$ 732.00

(1) Applies only to containers/bins supplied in excess of the contract requirement.

B. COMMUNITY RECYCLING SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Community Recycling Bin Rental			
a. Nominal twenty-five (25) cubic yard bin	9	\$ 150.00 per month	\$ 1,350.00
b. Nominal twelve and one-half (12.5) cy bin	2	\$ 100.00 per month	\$ 200.00
2. Recycling Compactor and Receiver Rental			
a. Compactor	1	\$ 785.00 per month	\$ 785.00
b. Compactor Receiver	4	\$ 190.00 per month	\$ 760.00
3. Transportation			
a. Bin to Ashland Transfer Station	1	\$ 225.00 per pull	\$ 225.00
b. Compactor Receiver to disposal	1	\$ 536.00 per pull	\$ 536.00
Total Rentals and Transportation Proposal		\$ 8,470.00 (A + B)	

C. Equipment Salvage Value

a. Nominal twenty (20) cubic yard Large Refuse bin	4	\$ 3,800.00 each	
b. Nominal thirty (30) cubic yard Large Refuse bin	12	\$ 4,500.00 each	
c. Nominal forty (40) cubic yard Large Refuse bin	12	\$ 5,500.00 each	
d. Nominal twenty-five (25) cubic yard Recycle bin	9	\$ 6,000.00 each	
e. Nominal twelve and one-half (12.5) cy Recycle bin	2	\$ 4,000.00 each	
f. Recycling Compactor	1	\$ 45,000.00 each	
g. Recycling Compactor Receiver	4	\$ 7,500.00 each	

SUBMITTED BY: _____



10/08/2024

 ORIGINAL

Signature

Date

NAME: Jesse Murphy
Printed

Regional Vice President
Title

Exhibit B

**Terrebonne Parish Consolidated Government
Solid Waste Department
Large Refuse and Community Recycling Container Service
2024 Request for Proposals**

<u>Typical Larger Refuse Container Distribution</u>		<u>Typical Community Recycling Bin Distribution</u>
<u>Ashland Landfill Pickup Station</u>	Schriever, LA	3 - 30 cu. yd. Large Refuse Containers
277 Ashland Landfill	90.84118W,	2 - 20 cu. yd. Large Refuse Containers
Rd. Houma, LA	29.71357N	
70363 90.66906W,	7 - 30 cu. yd. Large Refuse Containers	
29.51932N	2 - 20 cu. yd. Large Refuse Containers	
12 - 40 cu. yd. Large Refuse Containers		
2 - 30 cu. yd. Large Refuse Containers		
<u>Schriever Residential Drop-off</u>	<u>Crochetville Residential Drop-off</u>	
651 Isle of Cuba Rd.	166 Crochetville Rd.	
	Montegut, LA	
	90.55968W, 9.47903N	

ORIGINAL

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging):

#1, #2, #3, & #4

SUBMITTED BY:


Signature

October 08, 2024

Date

NAME:

Jesse Murphy

Printed

Regional Vice President

Title

**Terrebonne Parish Consolidated Government
Solid Waste Department
Large Refuse Container and Community Recycling Service**

CONTRACT PRICE SCHEDULE

FIRM/COMPANY Waste Management of Louisiana, L.L.C. PHONE NO. (225) 226-0667

ADDRESS 1554 Highway 182 Ranceland, LA 70394

DOES HEREBY propose to provide Large Refuse and Community Recycling Container Service for the Terrebonne Parish Consolidated Government, as provided herein for the following prices.

A. LARGE REFUSE CONTAINER SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Container Rental ¹			
a. Nominal twenty (20) cubic yard container	1	\$ 125 per month	\$ 125
b. Nominal thirty (30) cubic yard container	1	\$ 125 per month	\$ 125
c. Nominal forty (40) cubic yard container	1	\$ 125 per month	\$ 125
2. Transportation to Ashland Transfer Station			
a. Crochetville Residential Site	1	\$ 375 per pull	\$ 375
b. Isle of Cuba Residential Site	1	\$ 375 per pull	\$ 375
c. Special Event Terrebonne Parish	1	\$ 375 per pull	\$ 375
3. Transportation to River Birch Landfill			
a. Crochetville Residential Site	1	\$ 700 per pull	\$ 700
b. Isle of Cuba Residential Site	1	\$ 700 per pull	\$ 700
c. Special Event Terrebonne Parish	1	\$ 700 per pull	\$ 700
4. Transportation to C&D Landfill			
a. Crochetville Residential Site	1	\$ 700 per pull	\$ 700
b. Isle of Cuba Residential Site	1	\$ 700 per pull	\$ 700
c. Special Event Terrebonne Parish	1	\$ 700 per pull	\$ 700
5. Waste Trie Transportation			

a. Nominal forty (40) cubic yard container 1	\$1500	per pull	\$1500
b. Nominal forty (40) cubic yard container 1	\$3000	per pull	\$3000
Tandem Pulls (two 40cy bids)			

(1) Applies only to containers/bins supplied in excess of the contract requirement.

B. COMMUNITY RECYLING SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Community Recycling Bin Rental			
a. Nominal twenty-five (25) cubic yard bin	9	\$420 per month	\$3780
b. Nominal twelve and one-half (12.5) cy bin	2	\$630 per month	\$1260
2. Recycling Compactor and Receiver Rental			
a. Compactor	1	\$1625 per month	\$1625
b. Compactor Receiver	4	\$250 per month	\$1000
3. Transportation			
a. Bin to Ashland Transfer Station	1	\$375 per pull	\$375
b. Compactor Receiver to disposal	1	\$1500 per pull	\$1500

Total Rentals and Transportation Proposal

\$Total Price column \$19,740

C. Equipment Salvage Value

a. Nominal twenty (20) cubic yard Large Refuse bin	4	\$3750 each	
b. Nominal thirty (30) cubic yard Large Refuse bin	12	\$4250 each	
c. Nominal forty (40) cubic yard Large Refuse bin	12	\$4750 each	
d. Nominal twenty-five (25) cubic yard Recycle bin	9	\$7500 each	
e. Nominal twelve and one-half (12.5) cy Recycle bin	2	\$7500 each	
f. Recycling Compactor	1	\$29,000 each	
g. Recycling Compactor Receiver	4	\$6000 each	

SUBMITTED BY: Brandon Shaw

Area Vice President, WM of Louisiana, L.L.C

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging):

Addendum 1 Addendum 2 Addendum 3 Addendum 4: WM acknowledges any additional addenda issued by TPCG in the Proposal submitted by WM of Louisiana, L.L.C.

SUBMITTED BY: 
Signature

October 2, 2024
Date

NAME: Brandon Shaw
Printed

Area Vice President
Title

**Terrebonne Parish Consolidated Government
Solid Waste Department
Large Refuse Container and Community Recycling Service**

CONTRACT PRICE SCHEDULE

FIRM/COMPANY Pelican Waste and Debris, LLC PHONE NO. 985-873-9553

ADDRESS 172 N. LaCarpe Circle, Houma, LA 70360

DOES HEREBY propose to provide Large Refuse and Community Recycling Container Service for the Terrebonne Parish Consolidated Government, as provided herein for the following prices

A. LARGE REFUSE CONTAINER SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Container Rental ¹			
a. Nominal twenty (20) cubic yard container	1	\$ <u>95.00</u> per month	\$ <u>95.00</u>
b. Nominal thirty (30) cubic yard container	1	\$ <u>105.00</u> per month	\$ <u>105.00</u>
c. Nominal forty (40) cubic yard container	1	\$ <u>115.00</u> per month	\$ <u>115.00</u>
2. Transportation to Ashland Transfer Station			
a. Crochetville Residential Site	1	\$ <u>225.00</u> per pull	\$ <u>225.00</u>
b. Isle of Cuba Residential Site	1	\$ <u>225.00</u> per pull	\$ <u>225.00</u>
c. Special Event Terrebonne Parish	1	\$ <u>225.00</u> per pull	\$ <u>225.00</u>
3. Transportation to River Birch Landfill			
a. Crochetville Residential Site	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
b. Isle of Cuba Residential Site	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
c. Special Event Terrebonne Parish	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
4. Transportation to C&D Landfill			
a. Crochetville Residential Site	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
b. Isle of Cuba Residential Site	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
c. Special Event Terrebonne Parish	1	\$ <u>465.00</u> per pull	\$ <u>465.00</u>
5. Waste Tires Transportation			

a. Nominal forty (40) cubic yard container 1	\$975.00 per pull	\$975.00
b. Nominal forty (40) cubic yard container 1 Tandem Pulls (two 40cy bids)	\$740.00 per pull	\$740.00

(1) Applies only to containers/bins supplied in excess of the contract requirement

B. COMMUNITY RECYCLING SERVICE

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Community Recycling Bin Rental			
a. Nominal twenty-five (25) cubic yard bin	9	\$145.00 per month	\$1,305.00
b. Nominal twelve and one-half (12.5) cy bin	2	\$115.00 per month	\$230.00
2. Recycling Compactor and Receiver Rental			
a. Compactor	1	\$1,200.00 per month	\$1,200.00
b. Compactor Receiver	4	\$200.00 per month	\$800.00
3. Transportation			
a. Bin to Ashland Transfer Station	1	\$225.00 per pull	\$225.00
b. Compactor Receiver to disposal	1	\$975.00 per pull	\$975.00
Total Rentals and Transportation Proposal			\$4,735.00

C. Equipment Salvage Value

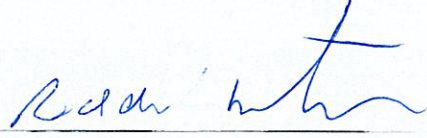
a. Nominal twenty (20) cubic yard Large Refuse bin	4	\$2,500.00 each	
b. Nominal thirty (30) cubic yard Large Refuse bin	12	\$2,500.00 each	
c. Nominal forty (40) cubic yard Large Refuse bin	12	\$3,000.00 each	
d. Nominal twenty-five (25) cubic yard Recycle bin	9	\$1,500.00 each	
e. Nominal twelve and one-half (12.5) cy Recycle bin	2	\$3,000.00 each	
f. Recycling Compactor	1	\$25,000.00 each	
g. Recycling Compactor Receiver	4	\$4,000.00 each	

SUBMITTED BY _____

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging):

Addenda No. 1, Addenda No. 2, Addenda No. 3, & Addenda No. 4

SUBMITTED BY:



Signature

10/7/24

Date

NAME: Roddie Matherne

Printed

CEO

Title



Monday, October 28, 2024

Item Title:

Reject all Proposals for Employee Benefits Producer of Record for Year 2025

Item Summary:

RESOLUTION: Rejecting all proposals submitted in response to TPCG's Request for Proposals for Employee Benefits Producer of Record for the Year 2025.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/24/2024	Cover Memo
Resolution	10/24/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Reject all Request for Proposals for Employee Benefits Producer of Record YR 2025

PROJECT SUMMARY (200 WORDS OR LESS)

RESOLUTION: Rejecting all proposals submitted in response to TPCG's Request for Proposals for Employee Benefits Producer of Record for the Year 2025.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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

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Legal

10/23/24

Signature

Date

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL PROPOSALS SUBMITTED IN RESPONSE TO TPCG's REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS PRODUCER OF RECORD FOR THE YEAR 2025

WHEREAS, TPCG advertised for and received proposals for Employee Benefits Producer of Record services on August 7, 2024; and

WHEREAS, according to terms of the published Request for Proposals (RFP), under the Section entitled Parish Commitment, "the Parish reserves to work with any insurance company directly, if that is in the best interest of the Parish and reserves the right to terminate this RFP at any time prior to contract execution"; and

WHEREAS, the published Request for Proposals (RFP) also provides, under the Section entitled Parish Commitment, that "the parish reserves the right to accept or reject, in whole or in part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest";

WHEREAS, the published Request for Proposals (RFP), under the Section entitled Evaluation and Selection, further provides that "the parish also reserves the right to reject any and all proposals";

WHEREAS, TPCG finds that extending its contract with the current producer of record for employee benefits is in the best interest of the Parish; and

WHEREAS, TPCG wishes to reject all proposals submitted in response to this RFP; and

SECTION I

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that all proposals submitted on or before August 7, 2024 in response to TPCG's RFP for Employee Benefits Producer of Record 2025 shall be and are hereby rejected, it having been determined that extending TPCG's current contract for producer of record for employee benefits is in the best interest of the Parish.

SECTION II

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

SECTION III

This resolution shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this _____ day of _____, 2024.

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, October 28, 2024

Item Title:

2024 Various Items for Budget Amendment

Item Summary:

Introduce an Ordinance to amend the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

- I. 5% Budget Adjustment for Criminal Court Fund, -0-
 - II. 5% Budget Adjustment for Road District #1, \$79,034
 - III. 5% Budget Adjustment for Road Lighting District #2, \$23,715
 - IV. 5% Budget Adjustment for Road Lighting District #3, \$5,041
 - V. 5% Budget Adjustment for Road Lighting District #4, (19,664)
 - VI. 5% Budget Adjustment for Road District #5, \$20,619
 - VII. 5% Budget Adjustment for Road Lighting District #6, \$31,144
 - VIII. 5% Budget Adjustment for Road Lighting District #7, \$37,549
 - IX. 5% Budget Adjustment for Road Lighting District #8, \$7,780
 - X. 5% Budget Adjustment for Road District #9, \$12,409
 - XI. 5% Budget Adjustment for Road Lighting District #10, \$1,967
 - XII. 5% Budget Adjustment for Juvenile Detention, \$76,691
 - XIII. Criminal Justice Complex Generator, \$1,026,756
 - XIV. Company Canal Miter Gate, \$500,000
- and calling a public hearing on said matter on November 20, 2024 at 6:30 pm

ATTACHMENTS:

Description	Upload Date	Type
2024 Various Items for Budget Amendment	10/23/2024	Executive Summary
2024 Various Items for Budget Amendment	10/23/2024	Budget Amendment
2024 Various Items for Budget Amendment	10/23/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
<p>AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.</p> <ul style="list-style-type: none"> I. 5% Budget Adjustment for Criminal Court Fund, -0- II. 5% Budget Adjustment for Road District #1, \$79,034 III. 5% Budget Adjustment for Road Lighting District #2, \$23,715 IV. 5% Budget Adjustment for Road Lighting District #3, \$5,041 V. 5% Budget Adjustment for Road Lighting District #4, (19,664) VI. 5% Budget Adjustment for Road District #5, \$20,619 VII. 5% Budget Adjustment for Road Lighting District #6, \$31,144 VIII. 5% Budget Adjustment for Road Lighting District #7, \$37,549 IX. 5% Budget Adjustment for Road Lighting District #8, \$7,780 X. 5% Budget Adjustment for Road District #9, \$12,409 XI. 5% Budget Adjustment for Road Lighting District #10, \$1,967 XII. 5% Budget Adjustment for Juvenile Detention, \$76,691 XIII. Criminal Justice Complex Generator, \$1,026,756 XIV. Company Canal Miter Gate, \$500,000

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

_____/s/ Kayla Dupre_____

_____October 23, 2024_____

Signature

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. 5% Budget Adjustment for Criminal Court Fund, -0-
- II. 5% Budget Adjustment for Road District #1, \$79,034
- III. 5% Budget Adjustment for Road Lighting District #2, \$23,715
- IV. 5% Budget Adjustment for Road Lighting District #3, \$5,041
- V. 5% Budget Adjustment for Road Lighting District #4, (19,664)
- VI. 5% Budget Adjustment for Road District #5, \$20,619
- VII. 5% Budget Adjustment for Road Lighting District #6, \$31,144
- VIII. 5% Budget Adjustment for Road Lighting District #7, \$37,549
- IX. 5% Budget Adjustment for Road Lighting District #8, \$7,780
- X. 5% Budget Adjustment for Road District #9, \$12,409
- XI. 5% Budget Adjustment for Road Lighting District #10, \$1,967
- XII. 5% Budget Adjustment for Juvenile Detention, \$76,691
- XIII. Criminal Justice Complex Generator, \$1,026,756
- XIV. Company Canal Miter Gate, \$500,000

SECTION I

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, various accounts for the Criminal Court Fund expenditures and revenues need to be amended for the remainder of the year, and

WHEREAS, the Criminal Court Fund revenues and expenses adjustment nets zero.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Criminal Court Fund. (Attachment A)

SECTION II

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #1 expenditures from the Street Lights-other requires a \$60,000 increase and Street Light Repairs requires a \$35,000 increase for a total increase of \$95,000 and

WHEREAS, the Road Lighting District #1 revenues from the Ad Valorem Taxes require a \$3,966 increase and the LAMP-interest requires a \$12,000 increase for a total increase of \$15,966.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #1. (Attachment B)

SECTION III

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #2 expenditures from the Street Lights-other requires a \$30,000 increase, and

WHEREAS, the Road Lighting District #2 revenues from the Ad Valorem Taxes require a \$2,285 increase and the LAMP-interest requires a \$4,000 increase for a total increase of \$6,285.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #2. (Attachment C)

SECTION IV

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #3 expenditures from the Street Lights-other requires a \$25,000 increase, and

WHEREAS, the Road Lighting District #3 revenues from the Ad Valorem Taxes require a \$19,959 increase.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #3. (Attachment D)

SECTION V

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #4 expenditures from the Street Lights-other requires a \$11,000 increase, and

WHEREAS, the Road Lighting District #4 revenues from the Ad Valorem Taxes require a \$30,664 increase.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #4. (Attachment E)

SECTION VI

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #5 expenditures from the Street Lights-other requires a \$21,000 increase, and

WHEREAS, the Road Lighting District #5 revenues from the Ad Valorem Taxes require a \$2,319 decrease and the LAMP-interest requires a \$2,700 increase for a total increase of \$381.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #5. (Attachment F)

SECTION VII

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #6 expenditures from the Street Lights-other requires a \$16,000 increase and the Street/Caution Light Repairs requires a \$2,000 decrease for a total increase of \$14,000, and

WHEREAS, the Road Lighting District #6 revenues from the Ad Valorem Taxes require a \$19,144 decrease and the LAMP-interest requires a \$2,000 increase for a total decrease of \$17,144.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #6. (Attachment G)

SECTION VIII

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #7 expenditures from the Street Lights-other requires a \$18,000 increase and the Street Light repairs requires a \$1,000 decrease for a total increase of \$17,000, and

WHEREAS, the Road Lighting District #7 revenues from the Ad Valorem Taxes require a \$22,549 decrease and the LAMP-interest requires a \$2,000 increase for a total decrease of \$20,549.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #7. (Attachment H)

SECTION IX

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #8 revenues from the Ad Valorem Taxes require a \$9,257 decrease and the LAMP-interest requires a \$1,477 increase for a total decrease of \$7,780.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #8. (Attachment I)

SECTION X

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #9 revenues from the Ad Valorem Taxes require a \$15,409 decrease and the LAMP-interest requires a \$3,000 increase for a total decrease of \$12,409.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #9. (Attachment J)

SECTION XI

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #10 expenditures from the Street Lights-other requires a \$12,000 increase, and

WHEREAS, the Road Lighting District #10 revenues from the Ad Valorem Taxes require a \$8,233 increase and the LAMP-interest requires a \$1,800 increase for a total increase of \$10,033.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #7. (Attachment K)

SECTION XII

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, various accounts for the Juvenile Detention Fund revenues need to be amended for the remainder of the year, and

WHEREAS, the Juvenile Detention Fund has an increase in revenues of \$76,691.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended to recognize the necessary adjustment for the Juvenile Detention Fund. (Attachment L)

SECTION XIII

WHEREAS, the Terrebonne Parish Consolidated Government applied for and was awarded funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program funding allocation as a result of Hurricane Zeta FEMA-4577-DR-LA, and

WHEREAS, by communication from the GOHSEP dated October 10, 2024, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to provide redundant power for the Criminal Justice Complex was approved by FEMA on October 3, 2024, and

WHEREAS, the approved funding for the installation of two generators and associated equipment:

Federal Share (90%)	\$ 924,080
Non Federal Share (10%)	\$ 102,676
Total Project Award:	\$1,026,756

WHEREAS, the funding of the Non Federal Share of \$102,676 is from the Sales Tax Revenue Fund.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Criminal Justice Complex Generator Project. (Attachment M)

SECTION XIV

WHEREAS, the State of Louisiana, Division of Administration Facility Planning and Control and Terrebonne Parish Consolidated Government (TPCG) entered into a Cooperative Endeavor Agreement where the state is providing funding for Company Canal Miter Gate, and

WHEREAS, the Cooperative Endeavor Agreement with Facility Planning provides additional State funds of \$500,000.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Company Canal Miter Gate. (Attachment N)

SECTION XIV

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

SECTION XV

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

Prepared By: Finance Department
PC File: 2024-Various Items – S
Date Prepared: 10/23/24 BA #20

ATTACHMENT A - Road Lighting Dist #1

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(132,635)	(3,966)	(136,601)
Interest-LAMP	(5,000)	(12,000)	(17,000)
Street Lights-Other	280,000	60,000	340,000
Street Light Repairs	15,000	35,000	50,000
Fund Balance (decrease)	n/a	(79,034)	n/a

ATTACHMENT B - Road Lighting Dist #2

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(109,340)	(2,285)	(111,625)
Interest-LAMP	(5,000)	(4,000)	(9,000)
Street Lights-Other	140,000	30,000	170,000
Fund Balance (decrease)	n/a	(23,715)	n/a

ATTACHMENT C - Road Lighting #3

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(691,857)	(19,959)	(711,816)
Street Lights-Other	481,000	25,000	506,000
Fund Balance (decrease)	n/a	(5,041)	n/a

ATTACHMENT D - Road Lighting Dist #4

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(331,386)	(30,664)	(362,050)
Street Lights-Other	180,000	11,000	191,000
Fund Balance (increase)	n/a	19,664	n/a

ATTACHMENT E - Road Lighting Dist #5

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(203,225)	2,319	(200,906)
Interest-LAMP	(3,000)	(2,700)	(5,700)
Street Lights-Other	84,000	21,000	105,000
Fund Balance (decrease)	n/a	(20,619)	n/a

ATTACHMENT F - Road Lighting Dist #6

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(200,577)	19,144	(181,433)
Interest-LAMP	(6,000)	(2,000)	(8,000)
Street Lights-Other	143,000	16,000	159,000
Street/Caution Light Repairs	3,000	(2,000)	1,000
Fund Balance (decrease)	n/a	(31,144)	n/a

ATTACHMENT G - Road Lighting Dist #7

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(330,713)	22,549	(308,164)
Interest-LAMP	(2,000)	(2,000)	(4,000)
Street Lights-Other	180,000	18,000	198,000
Street Light Repairs	2,000	(1,000)	1,000
Fund Balance (decrease)	n/a	(37,549)	n/a

ATTACHMENT H - Road Lighting Dist #8

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(139,263)	9,257	(130,006)
Interest-LAMP	(1,000)	(1,477)	(2,477)
Fund Balance (decrease)	n/a	(7,780)	n/a

ATTACHMENT I - Road Lighting Dist #9

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(292,510)	15,409	(277,101)
Interest-LAMP	(4,000)	(3,000)	(7,000)
Fund Balance (decrease)	n/a	(12,409)	n/a

ATTACHMENT J - Road Lighting Dist #10

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(199,652)	(8,233)	(207,885)
Interest-LAMP	(1,000)	(1,800)	(2,800)
Street Lights-Other	170,000	12,000	182,000
Fund Balance (decrease)	n/a	(1,967)	n/a

ATTACHMENT K - Criminal Court Fund

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Court Fines	(2,300,000)	(200,000)	(2,500,000)
Group Insurance	786,040	(90,385)	695,655
LACE Expense-TPSO	20,000	25,000	45,000
District Attorney's 6%	210,000	90,000	300,000
Indigent Fund	300,000	71,000	371,000
Clerk of Court	100,000	21,500	121,500
La Comm on Law Enforcement	17,000	4,000	21,000
Sheriff 12%	130,000	42,000	172,000
Judicial Law Clerk Fund	135,000	34,000	169,000
Public Safety DWI Testing	19,000	2,885	21,885

ATTACHMENT L - Juvenile Detention

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ad Valorem Taxes	(1,966,800)	(36,691)	(2,003,491)
State OYD Revenue	(45,000)	(30,000)	(75,000)
Fund Balance (Increase)	n/a	76,691	n/a

ATTACHMENT M - Criminal Justice Complex

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Criminal Justice Generator		1,026,756	1,026,756
HMGP 4577-20 Jail Generator		(924,080)	(924,080)
Transfer from Sales Tax	(655,100)	(102,676)	(757,776)
Transfer to Capital Project Control	655,100	102,676	757,776
Fund Balance (Decrease)	n/a	(102,676)	n/a

ATTACHMENT N - Company Canal Miter Gate

	2024		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Company Canal Miter Gate	723,242	500,000	1,223,242
FP&C Company Canal Miter Gate	(500,000)	(500,000)	(1,000,000)

Section I

10/23/24

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 267-000-61111-00
ROAD LIGHTING DIST. 1
NO DEPARTMENT NAME
AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	132,635	136,600.94-	0	3,966
CLOSED:				
2018	500,334	529,530.42-	N/A	29,196
2019	396,918	401,584.25-	N/A	4,666
2020	110,192	136,022.17-	N/A	25,830
2021	72,161	72,087.51-	N/A	73-
2022	31,166	31,166.43-	N/A	0
2023	436,333	464,296.05-	N/A	27,963

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
 CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 267-000-6711-03

ROAD LIGHTING DIST. 1
NO DEPARTMENT NAME
INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	5,000	14,586.79-	0	9,587
CLOSED:				
2018	1,000	12,008.65-	N/A	11,009
2019	1,000	8,715.22-	N/A	7,715
2020	8,000	1,692.14-	N/A	6,308-
2021	1,200	155.74-	N/A	1,044-
2022	500	5,702.87-	N/A	5,203
2023	1,000	17,735.35-	N/A	16,735

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 267-321-8311-04

ROAD LIGHTING DIST. 1
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	280,000	235,458.80	24	44,517
CLOSED:				
2018	250,000	256,652.62	N/A	6,653-
2019	271,000	265,581.91	N/A	5,418
2020	265,000	264,781.69	N/A	218
2021	265,000	275,444.80	N/A	10,445-
2022	270,000	294,506.78	N/A	24,507-
2023	328,000	331,837.16	N/A	3,837-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 267-321-8433-02

ROAD LIGHTING DIST. 1
ROAD LIGHTING
STREET LIGHT REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	15,000	43,732.58	0	28,733-
CLOSED:				
2018	30,000	9,804.06	N/A	20,196
2019	20,023	19,064.60	N/A	958
2020	30,000	1,898.00	N/A	28,102
2021	15,000	9,325.94	N/A	5,674
2022	15,000	2,661.49	N/A	12,339
2023	15,000	7,637.23	N/A	7,363

ENTER = CONTINUE ACCOUNT EXCEEDS BUDGET AMOUNT
 CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE
 CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section II

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 268-000-6111-00

ROAD LIGHTING DIST. 2

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	109,340	111,624.97-	0	2,285
CLOSED:				
2018	185,163	187,594.15-	N/A	2,431
2019	178,427	178,739.94-	N/A	313
2020	508,137	589,046.03-	N/A	80,909
2021	598,853	618,101.65-	N/A	19,249
2022	533,790	520,051.37-	N/A	13,739-
2023	363,758	382,694.63-	N/A	18,937

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 268-000-6711-03

ROAD LIGHTING DIST. 2

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	5,000	7,609.58-	0	2,610
CLOSED:				
2018	500	3,653.74-	N/A	3,154
2019	500	3,980.60-	N/A	3,481
2020	3,500	1,164.28-	N/A	2,336-
2021	1,500	83.35-	N/A	1,417-
2022	500	3,054.10-	N/A	2,554
2023	500	9,498.01-	N/A	8,998

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 268-321-8311-04

ROAD LIGHTING DIST. 2
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	140,000	127,975.98	7,988	4,036
CLOSED:				
2018	155,000	122,421.58	N/A	32,578
2019	140,000	124,516.38	N/A	15,484
2020	135,000	126,703.34	N/A	8,297
2021	140,000	136,702.61	N/A	3,297
2022	140,000	139,718.71	N/A	281
2023	140,000	147,121.08	N/A	7,121-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section III

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 269-000-6111-00

ROAD LIGHTING DIST. 3A
NO DEPARTMENT NAME
AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	691,857	711,816.19-	0	19,959
CLOSED:				
2018	584,377	582,390.89-	N/A	1,986-
2019	349,217	331,459.29-	N/A	17,758-
2020	338,367	345,847.40-	N/A	7,480
2021	221,768	229,169.11-	N/A	7,401
2022	537,019	537,167.94-	N/A	149
2023	537,019	519,024.27-	N/A	17,995-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF08 = PRT DETAIL

CF06 = DSP ENCUMBRANCE

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 269-321-8311-04

ROAD LIGHTING DIST. 3A
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	481,000	370,087.61	2,190	108,722
CLOSED:				
2018	450,000	396,056.17	N/A	53,944
2019	430,000	402,168.21	N/A	27,832
2020	405,000	416,942.00	N/A	11,942-
2021	478,000	484,191.06	N/A	6,191-
2022	460,000	479,413.97	N/A	19,414-
2023	484,000	538,003.36	N/A	54,003-

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section IV

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 270-000-6111-00

ROAD LIGHTING DIST. 4
NO DEPARTMENT NAME
AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	331,386	362,050.09-	0	30,664
CLOSED:				
2018	122,219	146,445.01-	N/A	24,226
2019	209,002	227,628.24-	N/A	18,626
2020	126,329	126,328.70-	N/A	0
2021	161,332	161,237.18-	N/A	95-
2022	191,346	205,359.95-	N/A	14,014
2023	205,319	207,190.07-	N/A	1,871

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 270-321-8311-04

ROAD LIGHTING DIST. 4
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	180,000	142,591.23	6,689	30,720
CLOSED:				
2018	196,000	173,904.02	N/A	22,096
2019	175,000	182,394.29	N/A	7,394-
2020	180,000	176,776.34	N/A	3,224
2021	180,000	170,736.97	N/A	9,263
2022	180,000	186,268.17	N/A	6,268-
2023	180,000	189,807.63	N/A	9,808-

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section II

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 271-000-6111-00

ROAD LIGHTING DIST. 5
NO DEPARTMENT NAME
AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	203,225	200,906.42-	0	2,319-
CLOSED:				
2018	43,785	42,091.31-	N/A	1,694-
2019	66,081	69,617.55-	N/A	3,537
2020	105,807	118,956.03-	N/A	13,149
2021	60,879	69,229.10-	N/A	8,350
2022	65,763	87,625.73-	N/A	21,863
2023	109,532	145,187.67-	N/A	35,656

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 271-000-6711-03

ROAD LIGHTING DIST. 5

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	3,000	4,499.69-	0	1,500
CLOSED:				
2018	500	2,573.47-	N/A	2,073
2019	500-	2,668.27-	N/A	3,168
2020	2,500	765.58-	N/A	1,734-
2021	1,300	47.95-	N/A	1,252-
2022	500	1,759.37-	N/A	1,259
2023	500	5,470.99-	N/A	4,971

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 271-321-8311-04

ROAD LIGHTING DIST. 5
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	84,000	79,038.32	0	4,962
CLOSED:				
2018	75,000	73,606.99	N/A	1,393
2019	73,523	75,170.69	N/A	1,648-
2020	75,000	75,808.84	N/A	809-
2021	75,000	86,599.93	N/A	11,600-
2022	76,500	86,617.13	N/A	10,117-
2023	76,500	93,842.21	N/A	17,342-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

Section II

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 272-000-6111-00

ROAD LIGHTING DIST. 6

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	200,577	181,432.95-	0	19,144-
CLOSED:				
2018	79,777	79,852.71-	N/A	76
2019	125,470	126,444.44-	N/A	974
2020	92,428	98,394.27-	N/A	5,966
2021	72,527	72,322.64-	N/A	204-
2022	106,942	100,032.33-	N/A	6,910-
2023	139,796	149,548.89-	N/A	9,753

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

ACCT: 272-000-6711-03

ROAD LIGHTING DIST. 6

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	6,000	6,356.19-	0	356
CLOSED:				
2018	1,200	6,476.38-	N/A	5,276
2019	1,200	6,547.46-	N/A	5,347
2020	3,500	1,849.59-	N/A	1,650-
2021	1,400	68.57-	N/A	1,331-
2022	500	2,511.26-	N/A	2,011
2023	5,500	7,810.10-	N/A	2,310

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 271-321-8311-04

ROAD LIGHTING DIST. 5
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	84,000	79,038.32	0	4,962
CLOSED:				
2018	75,000	73,606.99	N/A	1,393
2019	73,523	75,170.69	N/A	1,648--
2020	75,000	75,808.84	N/A	809-
2021	75,000	86,599.93	N/A	11,600-
2022	76,500	86,617.13	N/A	10,117-
2023	76,500	93,842.21	N/A	17,342-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section III

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 273-000-6111-00

ROAD LIGHTING DIST. 7

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	330,713	308,164.49-	0	22,549-
CLOSED:				
2018	227,119	228,224.80-	N/A	1,106
2019	81,471	78,722.11-	N/A	2,749-
2020	114,718	114,744.77-	N/A	27
2021	42,716	42,746.74-	N/A	31
2022	162,319	163,083.21-	N/A	764
2023	220,597	220,596.95-	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 273-000-6711-03

ROAD LIGHTING DIST. 7

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	2,000	3,104.59-	0	1,105
CLOSED:				
2018	1,200	8,583.25-	N/A	7,383
2019	1,200	9,205.49-	N/A	8,005
2020	3,000	2,656.08-	N/A	344-
2021	1,500	99.74-	N/A	1,400-
2022	1,000	1,246.75-	N/A	247
2023	3,800	3,877.19-	N/A	77

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 273-321-8311-04

ROAD LIGHTING DIST. 7
ROAD LIGHTING
STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	180,000	133,910.67	0	46,089
CLOSED:				
2018	200,000	144,439.04	N/A	55,561
2019	165,000	146,149.41	N/A	18,851
2020	150,000	148,978.10	N/A	1,022
2021	170,000	171,106.85	N/A	1,107-
2022	167,132	172,402.68	N/A	5,271-
2023	182,132	198,666.17	N/A	16,534-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 273-321-8433-02

ROAD LIGHTING DIST. 7
ROAD LIGHTING
STREET LIGHT REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	2,000	.00	0	2,000
CLOSED:				
2018	1,000	3,045.46	N/A	2,045-
2019	4,000	.00	N/A	4,000
2020	3,000	.00	N/A	3,000
2021	3,000	569.00	N/A	2,431
2022	3,000	.00	N/A	3,000
2023	2,000	.00	N/A	2,000

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

Solution III

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 274-000-6111-00

ROAD LIGHTING DIST. 8

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	139,263	130,005.57-	0	9,257-
CLOSED:				
2018	60,974	62,713.74-	N/A	1,740
2019	87,420	87,420.25-	N/A	0
2020	58,649	58,339.44-	N/A	310-
2021	136,889	143,849.71-	N/A	6,961
2022	78,057	87,263.55-	N/A	9,207
2023	98,117	104,469.09-	N/A	6,352

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
 CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

ACCT: 274-000-6711-03

ROAD LIGHTING DIST. 8

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	1,000	1,877.14-	0	877
CLOSED:				
2018	300	2,050.42-	N/A	1,750
2019	1,891	2,173.02-	N/A	282
2020	2,000	623.42-	N/A	1,377-
2021	1,200	20.01-	N/A	1,180-
2022	500	733.91-	N/A	234
2023	200	2,282.36-	N/A	2,082

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section IX

10/23/24

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 275-000-6111-00

ROAD LIGHTING DIST. 9

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	292,510	277,100.70-	0	15,409-
CLOSED:				
2018	68,000	68,000.31-	N/A	0
2019	100,693	100,693.48-	N/A	0
2020	143,288	143,287.99-	N/A	0
2021	84,892	84,109.31-	N/A	783-
2022	79,884	76,136.35-	N/A	3,748-
2023	130,520	140,404.81-	N/A	9,885

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
 CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 275-000-6711-03

ROAD LIGHTING DIST. 9

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	4,000	5,494.63-	0	1,495
CLOSED:				
2018	400	2,570.02-	N/A	2,170
2019	2,400	2,800.01-	N/A	400
2020	1,000	818.91-	N/A	181-
2021	1,450	58.61-	N/A	1,391-
2022	500	2,148.21-	N/A	1,648
2023	400	6,680.74-	N/A	6,281

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section V

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 276-000-61111-00

ROAD LIGHTING DIST. 10

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	199,652	207,884.58-	0	8,233
CLOSED:				
2018	113,233	113,524.34-	N/A	291
2019	170,094	170,788.16-	N/A	694
2020	86,507	86,511.18-	N/A	4
2021	196,401	196,401.77-	N/A	1
2022	186,443	184,527.85-	N/A	1,915-
2023	184,497	199,651.73-	N/A	15,155

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 276-000-6711-03

ROAD LIGHTING DIST. 10

NO DEPARTMENT NAME

INTEREST - LAMP

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	1,000	2,217.08-	0	1,217
CLOSED:				
2018	1,000	4,680.26-	N/A	3,680
2019	4,780	4,536.41-	N/A	244-
2020	1,500	1,255.57-	N/A	244-
2021	2,250	23.73-	N/A	2,226-
2022	500	866.80-	N/A	367
2023	200	2,695.65-	N/A	2,496

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

ACCT: 276-321-8311-04

ROAD LIGHTING DIST. 10
 ROAD LIGHTING
 STREET LIGHTS - OTHER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	170,000	134,495.05	11,421	24,084
CLOSED:				
2018	162,500	159,852.41	N/A	2,648
2019	178,000	180,003.04	N/A	2,003-
2020	175,000	158,123.09	N/A	16,877
2021	180,000	151,963.27	N/A	28,037
2022	170,000	166,262.78	N/A	3,737
2023	180,500	177,375.81	N/A	3,124

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section II

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 299-000-6511-00

CRIMINAL COURT FUND

NO DEPARTMENT NAME

COURT FINES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	2,300,000	1,747,074.40-	0	552,926-
CLOSED:				
2018	2,937,611	3,025,751.00-	N/A	88,140
2019	3,455,247	3,093,263.76-	N/A	361,983-
2020	2,800,000	2,340,084.65-	N/A	459,915-
2021	2,500,000	2,402,952.53-	N/A	97,047-
2022	2,056,989	1,822,322.36-	N/A	234,667-
2023	2,416,249	2,375,309.36-	N/A	40,940-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8131-01

CRIMINAL COURT FUND
DISTRICT ATTORNEY
GROUP INSURANCE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	786,040	553,817.32	0	232,223
CLOSED:				
2018	740,000	724,770.11	N/A	15,230
2019	726,300	713,257.77	N/A	13,042
2020	726,612	724,191.51	N/A	2,420
2021	815,550	685,054.28	N/A	130,496
2022	659,535	659,615.83	N/A	81-
2023	648,857	647,936.31	N/A	921

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8349-03

CRIMINAL COURT FUND
DISTRICT ATTORNEY
LACE EXPENSE-TPSO

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	20,000	36,354.45	0	16,354-
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	15,373.62	N/A	15,374-
2022	20,000	14,376.98	N/A	5,623
2023	28,000	40,924.89	N/A	12,925-

ENTER = CONTINUE CF04 = DSP DETAIL ACCOUNT EXCEEDS BUDGET AMOUNT
 CF05 = DSP INV JE
 CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8359-03

CRIMINAL COURT FUND
DISTRICT ATTORNEY
DISTRICT ATTORNEY'S 6%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	210,000	200,620.05	0	9,380
CLOSED:				
2018	308,970	329,796.50	N/A	20,827-
2019	355,000	333,906.07	N/A	21,094
2020	325,000	270,145.43	N/A	54,855
2021	270,000	246,269.94	N/A	23,730
2022	173,219	188,785.92	N/A	15,567-
2023	260,000	262,889.00	N/A	2,889-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8359-05

CRIMINAL COURT FUND
DISTRICT ATTORNEY
INDIGENT FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	300,000	254,391.38	0	45,609
CLOSED:				
2018	412,628	436,939.05	N/A	24,311-
2019	460,000	438,595.05	N/A	21,405
2020	400,000	356,736.69	N/A	43,263
2021	353,000	323,085.63	N/A	29,914
2022	221,032	241,832.72	N/A	20,801-
2023	330,000	338,308.05	N/A	8,308-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8359-07

CRIMINAL COURT FUND
DISTRICT ATTORNEY
CLERK OF COURT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	100,000	81,970.55	0	18,029
CLOSED:				
2018	133,011	140,791.48	N/A	7,780-
2019	153,000	141,325.08	N/A	11,675
2020	126,000	114,948.49	N/A	11,052
2021	115,000	104,105.39	N/A	10,895
2022	73,000	77,923.88	N/A	4,924-
2023	110,000	109,010.36	N/A	990

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 299-123-8359-08

CRIMINAL COURT FUND

DISTRICT ATTORNEY

LA COMM ON LAW ENFORCEMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	17,000	14,466.42	0	2,534
CLOSED:				
2018	23,128	24,848.82	N/A	1,721-
2019	30,000	25,399.20	N/A	4,601
2020	22,000	19,603.06	N/A	2,397
2021	20,500	19,537.36	N/A	963
2022	17,000	14,862.16	N/A	2,138
2023	20,000	19,784.94	N/A	215

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8359-10

CRIMINAL COURT FUND
DISTRICT ATTORNEY
SHERIFF 12%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	130,000	115,822.95	0	14,177
CLOSED:				
2018	171,380	184,150.15	N/A	12,770-
2019	194,000	187,707.72	N/A	6,292
2020	171,300	151,233.19	N/A	20,067
2021	151,000	138,574.69	N/A	12,425
2022	101,000	108,175.04	N/A	7,175-
2023	149,000	150,119.64	N/A	1,120-

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 299-123-8359-11

CRIMINAL COURT FUND
DISTRICT ATTORNEY
JUDICIAL LAW CLERK FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	135,000	113,062.81	0	21,937
CLOSED:				
2018	183,456	194,195.13	N/A	10,739--
2019	204,000	194,931.13	N/A	9,069
2020	176,000	158,549.64	N/A	17,450
2021	157,000	143,593.64	N/A	13,406
2022	100,000	107,481.20	N/A	7,481-
2023	148,500	150,359.13	N/A	1,859-

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

10/23/24

SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 299-123-8359-12

CRIMINAL COURT FUND

DISTRICT ATTORNEY

PUBLIC SAFETY DWI TESTING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	19,000	20,475.00	0	1,475-
CLOSED:				
2018	978	1,425.00	N/A	447-
2019	22,000	25,475.00	N/A	3,475-
2020	23,000	20,850.00	N/A	2,150
2021	20,500	19,150.00	N/A	1,350
2022	18,000	19,675.00	N/A	1,675-
2023	23,500	23,975.00	N/A	475-

ENTER = CONTINUE CF04 = DSP DETAIL ACCOUNT EXCEEDS BUDGET AMOUNT CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section VII

10/23/24

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

ACCT: 202-000-61111-00

TERR JUVENILE DETEN.

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	1,966,800	2,003,491.32-	0	36,691
CLOSED:				
2018	1,791,304	1,846,587.52-	N/A	55,284
2019	1,845,182	1,840,765.23-	N/A	4,417-
2020	1,841,721	1,914,404.38-	N/A	72,683
2021	1,917,299	1,959,171.22-	N/A	41,872
2022	1,880,219	1,900,585.44-	N/A	20,366
2023	1,899,059	1,968,229.55-	N/A	69,171

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED
ACCT: 202-000-6427-01

10/23/24

TERR JUVENILE DETEN.
NO DEPARTMENT NAME
STATE OYD REVENUE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	45,000	75,060.43-	0	30,060
CLOSED:				
2018	60,000	44,516.59-	N/A	15,483-
2019	50,000	52,169.24-	N/A	2,169
2020	48,000	57,037.77-	N/A	9,038
2021	50,000	34,701.18-	N/A	15,299-
2022	40,000	46,169.50-	N/A	6,170
2023	40,000	68,647.73-	N/A	28,648

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section XIII

Felicia Aubert

From: Kandace Mauldin
Sent: Monday, October 21, 2024 9:18 AM
To: Kayla Dupre; Felicia Aubert
Subject: FW: 4577-0020 Terrebonne Parish- Criminal Justice Complex Generator FEMA Approval
Attachments: 4577-0020 Terrebonne Parish Criminal Justice Generator Approval Letter-signed.pdf

Need to do a budget amendment to recognize the attached project funding and the match of \$102,675.61. The match is coming from the sales tax capital improvement fund.

From: Jennifer Gerbasi <jgerbasi@tpcg.org>
Sent: Thursday, October 10, 2024 4:09 PM
To: Noah Lirette <noah@tpcg.org>
Cc: Jason Bergeron <jason@tpcg.org>; Christopher Pulaski <cpulaski@tpcg.org>; David Drury <dadrury@tpcg.org>; Kandace Mauldin <kmauldin@tpcg.org>
Subject: FW: 4577-0020 Terrebonne Parish- Criminal Justice Complex Generator FEMA Approval

Greetings,

Thank you for your support and effort on the Jail Generator project. The FEMA approval is attached. Kandace is cc'd here to review the cost share documentation. We will prepare it for the next Council meeting for the end of the month if everything is in order.

Thanks,
Jennifer



JENNIFER GERBASI
Division Manager, Recovery Planner

Department of Planning and Zoning
Recovery Assistance and Mitigation Planning Division
985.873.6565 | tpcg.org/RAMP

659-201-8912-73 1026756
659-000-6318-73 974,080

From: Cintron-Meador, Elba <Elba.Cintron-Meador@jem.com>

Sent: Thursday, October 10, 2024 3:53 PM

To: Jennifer Gerbasi <jgerbasi@tpcg.org>

Cc: Heather Ewing <Heather.Ewing@LA.GOV>

Subject: 4577-0020 Terrebonne Parish- Criminal Justice Complex Generator FEMA Approval

659-201-8912-23 Jail Generator # 1,026,156.40
659-000-6318-23 # 924,080.00

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

October 3, 2024

Jacques Thibodeaux, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806

Attn: Sandra Dugas Gaspard - Assistant Director, Hazard Mitigation Assistance

RE: DR-4577-0020-LA
Terrebonne Parish Consolidated Government - Terrebonne Parish Criminal Justice
Complex Generator
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Mr. Thibodeaux:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the Terrebonne Parish Consolidated Government for the Terrebonne Parish Criminal Justice Complex Generator project. The total project cost is \$1,026,756.09. The Federal share in the amount of \$924,080.48, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4577-DR-LA. The non-federal match requirement of \$102,675.61 will be provided by the Terrebonne Parish Consolidated Government.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) in the amount of \$51,337.80 are available to the Terrebonne Parish Consolidated Government at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) for the above-referenced project:

Terrebonne Parish Consolidated Government will purchase and install two diesel generators and associated ancillary components (e.g., automatic transfer switches, weatherproof enclosure, foundation pad) at the Criminal Justice Complex at Ashland. A 300 KW generator will be installed at the Workforce Building and a 1000 KW generator will be installed the Adult Facility.

The generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Generator Portable/ Permanent	Latitude	Longitude
---------------------	--------------------------	----------------	-------------------------------	----------	-----------

TPCG Adult Facility, Municipal Building	3211 Grand Caillou Road, Houma LA 70363	1000 kW	Permanent	29.519700	-90.673600
Workforce Facility, Municipal Facility	3211 Grand Caillou Road, Houma LA 70363	300 kW	Permanent	29.519700	-90.673600

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX n18 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Technical Conditions that apply to this project:

- The project and all its attendant utilities must support a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per American Society of Civil Engineers-24 (for Coastal AE Zones), whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
 - Determination of the BFE may be provided by the local floodplain administrator which may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
 - If multiple sources of flood hazard data are available for a project site, use the best available information is the source which provides the highest BFE or BFE plus freeboard.
 - In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA for justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.

The project must comply with following technical conditions: the latest edition of codes and standards as required by Federal, State, and Local rules and regulations, the subrecipient must coordinate with the local floodplain administrator to obtain the necessary permits and must comply with any conditions of these permits prior to initiating work, all permits and related

coordination activities must be retained by the subrecipient, at project closeout, submit all permits and documentation of coordination to FEMA, and the subrecipient must acquire all applicable Federal, State, Tribal, and/or Local permits.

The following programmatic conditions must be met within 90 days of this award letter or federal funding may be de-obligated; please update page seven of the file "Response to Eligibility – Technical Review RFI for CJC Generator" to reflect a 90/10 cost share rather than 75/25 for this project.

FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4577-LA is set to expire on November 21, 2025. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with 2023 Hazard Mitigation Assistance Program and Policy Guidance Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates is not determination of the allowability of costs.

Mr. Thibodeaux
October 3, 2024
Page 4

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact LaWanda Teh-Teh, Grants Management Specialist, Hazard Mitigation Assistance (HMA), at 202-812-6232 or Lawanda.TehTeh@fema.dhs.gov.

Sincerely,

Marty Chester

Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4577	20-R	0	20	1	4	LA	Statewide

Subrecipient: Terrebonne (Parish)
Subrecipient FIPS Code: 109-99109
Project Title : Terrebonne Parish Criminal Justice Generator

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$924,080.48	\$924,080.48	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$924,080.48	\$51,337.80	\$975,418.28	10/03/2024	Accept	2025

Comments

Date: 10/03/2024 User Id: LTEHTEH

Comment: 4577-0020 LA-Obligation - GOHSEP - Terrebonne Parish Criminal Justice Complex Generator . Obligate Fed Share: \$924,080.48.
Project Cost: \$1,026,756.09 with a Non-Fed Share of \$102,675.61; Obligate SRMC: \$51,337.80.
Moving to the October 2024 Spend Plan

Authorization

Preparer Name: LAWANDA TEH-TEH Preparation Date: 10/03/2024
HMO Authorization Name: JAMES COOPER HMO Authorization Date: 10/03/2024

17:21:43

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4577-0020-LA (1)

Title: Terrebonne Parish Criminal Justice Complex Generator

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) is mandated by the U.S. Congress to administer Federal disaster assistance pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), PL 93-288, as amended. Section 404 of the Stafford Act authorizes FEMA's Hazard Mitigation Grant Program (HMGP) to provide funds to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration. FEMA is considering providing HMGP funding for the project described herein, in relation to Hurricane Zeta (FEMA-4577-DR-LA).

The Criminal Justice Complex at Ashland (ca. 1997) is a one-story, masonry non-engineered building that houses and rehabilitates incarcerated individuals of Terrebonne Parish. The complex is comprised of the Workforce Building and Ashland Jail (or Adult Facility). Currently, the facility's existing generator cannot provide adequate backup power for the entire complex if power is lost. Whether the power outage is caused by a storm event or the power company, the loss of air conditioning could result in building and equipment damages due to moisture from condensation.

Terrebonne Parish Consolidated Government (the sub-recipient) proposes to purchase and install two (2) diesel generators and associated ancillary components (e.g., automatic transfer switches, weatherproof enclosure, foundation pad). A 300 kilowatt (kW) generator would be installed at the Workforce Building (29.521318, -90.673304) and a 1 megawatt (MW) generator would be installed at the Adult Facility (29.520451, -90.673400). The generators would be installed on elevated platforms 13.75 feet, which is 1.25 x base flood elevation, above sea level with a storage tank of up to 72 hours of fuel in case fuel is not readily available. Also, the generators would include a weatherproof enclosure to provide protection in any environment. Ground disturbance would be limited to the immediate vicinity of the foundation pad. The physical address of the property is 3211 Grand Caillou Road, Houma, Louisiana 70363 (29.519735, -90.673566).

The Parish would commit to the maintenance of the generators, which is not anticipated to be significantly more than the cost of maintaining the existing facilities. In addition, the Parish would avoid the expenses of temporarily closing in the berm each time the facilities need to evacuate in anticipation of a flood event or hurricane. The proposed project would provide redundant power for the entire complex in case of power outages.

Note: EHP approved the HMGP 4611-0003 Terrebonne Parish Correctional Center-Safe Room-Flood Mitigation Relocation Project via a Phase I Transmittal Letter, which was sent to Program on August 30, 2023. The proposed project includes the mitigation analysis of the Ashland Criminal Justice Center--a repetitive loss structure, demolition of the existing structure, site remediation, property acquisition, and relocation via construction of a new Criminal Justice Center. The proposed relocation site is on approximately 15 acres of undeveloped land (29.7459, -90.8095). The Parish proposes to construct the new correctional facility to safe room/Cat 5 standards in anticipation of hurricane winds or tornadoes and all associated hazards. The design of the facility would incorporate environmentally friendly (i.e., green build) alternatives and would include backup generators or a microgrid for redundant power to avoid the damages currently experienced whenever power is interrupted.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N18. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - aoliver6 - 02/12/2024 19:37:03 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures,	Yes

17:21:43

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4577-0020-LA (1)

Title: Terrebonne Parish Criminal Justice Complex Generator

Catex Category Code	Description	Selected
	Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEx covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	

EXTRAORDINARY

Extraordinary Circumstance Code

Description
No Extraordinary Circumstances were selected

Selected ?

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	In a letter dated September 28, 2012, the Louisiana Office of Coastal Management determined that the granting of financial assistance is fully consistent with the Louisiana Coastal Resources Program. However, the project may still require a Coastal Use Permit. - aoliver6 - 02/13/2024 14:11:00 GMT
Executive Order 11988 - Floodplains	Completed	State administering agency requires consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project area is located within a Coastal AE Zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 22109C0275E, dated 09/07/2023. Initial Disaster Public Notice was published on 02/10/2021. The proposed action is not likely to result in any potential direct impacts that will adversely affect the

17:21:43

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4577-0020-LA (1)

Title: Terrebonne Parish Criminal Justice Complex Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	natural values and function of floodplains, nor is it likely to increase the risk of flood loss. The proposed action has been determined to be a critical action. The 8-step checklist is attached. - aoliver6 - 02/13/2024 14:14:50 GMT
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 02/09/2024, for the site indicates that the area is not located within nor does it affect a designated wetland. - aoliver6 - 02/13/2024 14:16:50 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the area around 3211 Grand Calliou Road. Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional review for potential EJ concerns is required. - aoliver6 - 02/13/2024 14:17:06 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on February 10, 2021. - aoliver6 - 02/13/2024 14:09:59 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	

17:21:43

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGF-4577-0020-LA (1)

Title: Terrebonne Parish Criminal Justice Complex Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowance(s), Tier II.D.2.b of FEMA's Programmatic Agreement (PA) dated December 21, 2016. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - aollivet6 - 02/12/2024 19:37:49 GMT

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Completed Review concluded

Wild and Scenic Rivers Act (WSR)

Completed Project is not along and does not affect Wild and Scenic River - Review concluded

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or Preliminary FIRM or both an Effective FIRM or Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement

17:21:44

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4577-0020-LA (1)

Title: Terrebonne Parish Criminal Justice Complex Generator

indicating whether the action conforms to applicable state and local floodplain protection standards: (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant is responsible for coordinating with and obtaining any required permit(s) from the Louisiana Department of Natural Resources' (LDNR) Office of Coastal Management (OCM) prior to initiating work. Projects may be coordinated by contacting LDNR at 1-800-267-4019. Applicant must comply with all conditions of the required permits.

Source of condition: Coastal Zone Management Act (CZMA)

Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Record of Technical Consideration and Benefit-Cost Summary

Project Summary

Program:	HMGP
Project Number:	4577-0020
Subrecipient:	Terbonne Parish LA -Consolidated Government
County or Parish:	Terbonne Parish LA
Project Title:	Terbonne Parish Criminal Justice Complex Generator
Project Type:	Generators
Phase:	Unphased
Number of Generators:	02
Issued Date	09/23/2024

BCA Summary

Analyst:	Subrecipient
Benefit Coast Analysis Tool Used:	Benefit-Cost Calculator V.6.0.
Hazard Type:	Uncategorized
Property Structure Type:	Critical Facility Bldg.
Projected Benefit:	\$1,734,096.00
Total Cost:	\$1,037,131.00
Benefit Cost Ratio:	1.67
BCA File Name:	BCA Report - Ashland CJC Generator Project
BCA Reanalysis:	Yes



FEMA

FEMA BCA Reanalysis Summary

Analyst:	FEMA
Benefit Cost Analysis Tool Used:	Benefit-Cost Calculator V.6.0
Hazard Type:	Uncategorized
Property Structure Type:	Critical Facility Bldg.
Projected Benefit:	\$ 1,313,213.00
Total Cost:	\$ 1,060,121.00
Benefit-Cost Ratio:	1.24
BCA Reanalysis Summary:	Provided BCA uses Historical damages without enough supporting documentations. Reanalysis Use Default values for all Mitigation Action
BCA Recommended:	Yes
BCA File Name	4577-0020 FEMA BCA FOR REC. zip

Objective

The main objective is to review the information submitted by the subrecipient to ensure completeness, adherence to programmatic guidelines, and cost allowability, and to determine whether there are any pre-award conditions that should be applied to the project prior to the award of funding. Additionally, the project will be reviewed for post-award conditions that will be required for closeout. Project data and information submitted should have enough information to demonstrate the project is sustainable and cost-effective and will be designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

Scope of Work

The Terrebonne Parish in Louisiana proposes the procurement and installation of two (2) fixed permanent diesel back-up generators to provide essential back-up power to workforce facility & adult facility at the Criminal Justice Complex in the event of power outages. The generators will mitigate from the power loss due to natural hazards. Generators will be installed with automatic transfer switches and diesel fuel tanks on a concrete pad. See Table 1 for location coordinates.

The project will be in compliance with latest edition of codes and standards required by Federal, State and Local Rules and regulations.

Table 1: Generators Size/Locations

Name	Size	Latitude	Longitude	Flood Zone	Source of Flood Data
Workforce Facility Criminal Justice Complex, 3211 Grand Caillou Road, Houma, LA-70363	300kW	29.519735	-90.673566	Flood Zone AE SFHA	22109C0275E effective 9/7/2023
Adult Facility Criminal Justice Complex, 3211 Grand Caillou Road, Houma, LA-70363	1000kW	29.519735	-90.673566	Flood Zone AE SFHA	22109C0275E effective 9/7/2023

Benefit-Cost Analysis

A Benefit Cost Analysis (BCA) was completed, the following information was applied:

1. Data	2. Data Used in BCA	3. Source
1 Project Useful Life	19 yr.	BCA Toolkit Generator default value
2 Cost	\$1,026,756.09	Subapplicant
3 Maintenance Cost	\$500 Per Generator Plus \$1 per KW -Total \$2300	Industry Standard
4 Number of Customers	724	Subapplicant
6 Professional Expected Damages Before Mitigation	RI 5 48 181	BCA Toolkit Generator default Recurrence Intervals and Outages based on impacted customer counts
7 Professional Expected Damages After Mitigation	I. Days 1 4 7 RI 181	BCA Toolkit Generator default Recurrence Intervals and Outages based on impacted customer counts

Conditions

1. The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) base flood elevation (BFE) or the 100-year BFE plus the freeboard required per ASCE-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
 - a) Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
 - b) If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.
 - c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
2. Subrecipient must coordinate with the local floodplain administrator to obtain required permits. The subrecipient must comply with any conditions of the permit(s) prior to initiating work. All permits and coordination pertaining to these activities must be retained by the subrecipient. Submit permits and documentation of coordination to FEMA at closeout.
3. Subrecipient must acquire all applicable federal, state, tribal and/or local permits.
4. FEMA approved BCA file titled, "4577-0020 FEMA BCA FOR REC. zip ", must be used for any future scope of work and/or budget modifications.

INSTRUCTIONS TO EXECUTE THE FEDERALLY FUNDED HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDING AGREEMENT

FEMA's HMGP is a Federal grant to aid State and Local governments in taking critical measures to reduce the risk of loss of life and property from future disasters during the reconstruction process following a disaster. A maximum of 75% of eligible costs are provided to acquire or elevate flood-prone structures or strengthen them against future disasters, to conduct flood risk reduction projects, or to conduct other mitigating activities consistent with the State and local hazard mitigation plans. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit (PNP) facilities. In order to be eligible for federal funds, you were required to submit a subapplication to the State. As a result of at least one project identified for approval and funding, you are now eligible to receive HMGP funding from FEMA through the pass-through entity for the State of Louisiana, the Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as "Recipient" or "GOHSEP"), and must execute this agreement prior to receiving any funding.

INSTRUCTIONS

1. The attached documentation evidences a sub-grant relationship with GOHSEP and consists of an HMGP FUNDING AGREEMENT ("AGREEMENT") with four (4) Attachments (A through C-2).
2. Once all required information has been entered into the AGREEMENT and Attachments, print the entire document.
3. The last page of the AGREEMENT document, and Attachments C-1 and C-2, as applicable, require the signature of the Chief Elected/Appointed Official or the Chief Executive Officer as well as the date of signature. The next page provides a list of these Authorized Agents based upon the type of entity.
4. Upon completion, the AGREEMENT together with all Attachments, must be sent to GOHSEP. The preferred method of delivery is **uploading the package to LouisianaHM.com**. If you are unable to upload documents to this website, you may submit the package by mailing the completed documents and exhibits to:

ATTN: MOU Processing
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, Louisiana 70806

EXECUTION OF THE AGREEMENT

AUTHORIZED AGENT

In order to receive funding from GOHSEP, it is now necessary for you, as the Subrecipient, to enter into the attached Agreement with GOHSEP. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subrecipient.

(NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by GOHSEP.)

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the Sheriff;
- j. **State Agencies:** the Secretary or Appointing Authority of the Agency;
- k. All other Subrecipients: the chief executive officer of the entity.

A fully executed copy of this Agreement can be viewed through LouisianaHM.com by anyone authorized by the Subrecipient to access the system.

Federally Funded HMGP State Agreement
CFDA 97.039

THIS AGREEMENT is entered into by the State of Louisiana, Governor's Office of Homeland Security and Emergency Preparedness (hereinafter referred to as the "Recipient), whose domicile is in Baton Rouge, East Baton Rouge Parish, Louisiana,

and:

Terrebonne Parish Consolidated Government

(hereinafter referred to as the "Subrecipient").

WHEREAS, On October 26, 2020 the president issued a Major Disaster Declaration designated FEMA-4577 - DR LA for the State of Louisiana as a result of Hurricane Zeta and

WHEREAS, The Declaration, as amended, authorizes Hazard Mitigation Grant Program funding for parishes statewide (while traditionally prioritizing the most impacted areas for funding considerations); and

WHEREAS, The Subrecipient is located in a parish in Louisiana;

THEREFORE, the Recipient and the Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:

- i. **Eligible activities:** are those activities authorized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. They include mitigation projects as well as hazard mitigation planning.
- ii. **Non-Federal cost share:** The portion of the costs of a federally assisted project or program not borne by the Federal Government.
- iii. **Non-Federal Entity:** A State, local government, federally-recognized tribe, or private nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- iv. **Period of Performance (POP):** The period of time during which the non-Federal entity may incur new obligations to carry out all administrative actions and award activities, and incur costs. The Recipient is expected to complete the Federal award activities and to incur and expend approved funds within the POP. The POP for HMGP begins with the opening of the application

period and ends 36 months from the close of the application period. (See *Hazard Mitigation Assistance Guidance*, February 27, 2015)

v. **Project:** Any mitigation measure or action proposed to reduce the risk of future damage, hardship, loss, or suffering from disasters.

vi. **State Approval Package:** The subaward package sent to the Subrecipient from the Recipient that includes: the subaward approval with Federal award amount and non-Federal cost share, FEMA approval letter, Record of Environmental Conditions, and other documentation as applicable.

vii. **Subapplication:** the primary form used to document the location, damage history, scope of work, schedule, budget, benefit cost analysis, and HMA plan requirements for a proposed mitigation project. It is the basis for the subaward.

viii. **Subaward:** a subapplication that has been approved and funded (formerly known as subgrant).

2) AGREEMENT TO BE BOUND.

- a. The parties enter into this Agreement intending to be bound by same.
- b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Louisiana and FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachments "C-1" and "C-2" and incorporated herein by reference.
- c. The Subrecipient, by its decision to participate in the FEMA HMGP Program, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the pass through entity and fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

3) FUNDING.

- a. The federal share may not exceed the maximum of seventy-five percent (75%) of the eligible project costs. HMGP awards carry a requirement to provide at least a twenty-five percent (25%) non-federal cost share of the eligible project costs (Ineligible project costs do not receive federal funds and do not count toward the non-federal cost share).
- b. Subject to an advance payment of funds, where applicable, by the Recipient to the Subrecipient, the Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Subrecipient subawards.

- c. The approved subaward will be provided to the Subrecipient, and must state the cumulative funding allowed, the scope of work, the costs eligible under this Agreement, the Record of Environmental Consideration report (REC), and the total federal share of costs.
- d. Subawards may obligate or deobligate funding, thereby amending the total funding for the subaward. These actions will be denoted in the final amendment to the subaward.
- e. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient.
- f. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient.

4) INSURANCE.

- a. The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA HMGP grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if HMGP funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).
- b. For structures that remain in the Special Flood Hazard Area ("SFHA") after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. The maximum limit of coverage made available is defined as the replacement cost value of the structure up to \$250,000 for residential and \$500,000 for non-residential. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.
- c. The subrecipient (or property owner) must legally record, within the appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including

any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance.

- d. Subrecipients receiving assistance for projects sited in an SFHA must ensure that these requirements are met by requesting that the participating property owner(s) sign an Acknowledgement of Conditions for Mitigation of Property in an SFHA with FEMA Grant Funds form and providing the form to FEMA prior to award or final approval. This form is available on the FEMA website at <http://www.fema.gov/library/viewRecord.do?id=3592> or can be provided by the appropriate FEMA Regional Office. . Properties that do not meet these requirements will not be eligible to receive assistance under the HMA programs.
- e. If an approved Hazard Mitigation project affects the accuracy of an applicable Flood Insurance Rate Map (FIRM) or requires a map amendment to meet a locally adopted floodplain management ordinance, the subrecipient is responsible for ensuring that the appropriate map amendments or revisions are made. Costs associated with these map amendments are to be identified in the cost estimate section of a subaward application and may be eligible costs under the HMA programs.

5) DUPLICATION OF BENEFITS PROHIBITED.

- a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any work for which the Subrecipient has received payment from the Recipient.
- c. The Subrecipient agrees to notify the Recipient in writing within 30 days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.
- d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subrecipient is responsible for the implementation and completion of the approved subawards in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. The Subrecipient must ensure that eligible work complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- c. The Subrecipient, if appropriate for the subaward, should engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all subaward sites as may be needed to ensure that the subaward complies with the contract documents.

7) SUBAWARD DOCUMENTATION REQUIREMENTS

- a. Before FEMA will approve a subaward, the Subrecipient must submit a subapplication with the following, completed, components:
 1. Scope of Work (SOW) that must be detailed.
 2. Work Schedule that covers three (3) years or less and is inclusive of all administrative actions related to the subaward,
 3. Cost Estimate that provides a detailed budget supporting the SOW and documenting the non-federal cost share (lump sum budgets are not allowed),
 4. Cost Share that meets program eligibility requirements,
 5. FEMA-approved benefit cost analysis (BCA) or alternative cost-effectiveness documentation showing that the project is feasible and effective as demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices.
 6. Environmental & Historical Preservation (EHP) Compliance that includes information and documentation for each property identified in the subaward to demonstrate conformance with all applicable laws and regulations, as well as demonstrating that the subaward avoids or minimizes harm to the environment and is the best alternative from the range of options considered, and
- b. The Subrecipient must create and maintain documentation of work performed and costs incurred on each subaward site identified in a subapplication sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Recipient determines the Subrecipient has failed to create and maintain such documentation, the Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subrecipient must, within sixty (60) days of receipt of Notice by the Recipient, reimburse the Recipient for all payments disbursed to the Subrecipient, together with any and all accrued interest.
 - i. Failure of the Recipient to terminate funding when a Subrecipient's breach is discovered does not act as a waiver of the Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.

c. The Subrecipient understands that payment is dependent upon satisfactory adherence to the governing federal and state documentation requirements specified in this agreement and hereby agrees to submit the following documentation for all subawards (found at <http://louisianahm.com/site/resources.cfm>), as applicable:

Force Account Labor (FAL) Summary Record Form (FF 90-123):

1. Applicant Benefits Calculations Worksheet (FF 90-123), and

Force Account Equipment (FAE) Summary Record Form (FF 90-127):

1. Total equipment hours for each piece of equipment utilized not exceeding total hours charged for equipment operator's time, and
2. Evidence that FEMA's approved equipment rates or rates less than FEMA's rates were used.
3. If the equipment requires an operator, be sure to cross reference equipment time and labor time from the section above.

Materials Summary Record Form (FF90-124):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased (e.g. serial numbers, or other identifying information), costs, dates, vendors, and invoice/receipt numbers; and
2. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of request for proposals (RFPs), responses to RFPs, price quotes, and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs. (This is not required for micropurchases (<\$10,000).

Rented Equipment Summary Record Form (FF 90-125):

1. Itemized invoices and/or receipts for all items including, but not limited to, descriptions of items purchased/rented (e.g. serial numbers, or other identifying information: costs, dates, vendors, and invoice/receipts numbers);
2. Copies of all rental agreements/contracts; and
3. Documentation indicating that federal procurement regulations were followed, including but not limited to, copies of requests for proposals (RFPs), responses to RFPs, price, quotes and bid tabulations. If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.

Contract Work Summary Record Form (FF 90-126):

1. Copies of contracts, requests for proposals (RFPs), requests for qualifications (RFQs), responses to RFPs/RFQs, scoring sheets, price quotes, bid tabulations and bid performance and payment bonds (when required). If a competitive procurement process was not followed, then documentation containing an explanation as to why a competitive procurement process was not followed, to include a cost analysis evidencing reasonable costs.
2. Copies of itemized invoices and/or receipts in sufficient detail to evidence items claimed, worked performed, costs incurred, and vendor descriptions. Include invoices for any administrative functions performed by the contractor toward the management of the grant.
- d. The Recipient will use its authority to submit a request for subaward closeout if the Subrecipient has identified the subaward as complete but has failed to submit the request for closeout or provide support for their final claim.

8) PAYMENT

The Recipient agrees to disburse the eligible costs to the Subrecipient in accordance with the following procedures:

Funding for Subawards: Although subaward funding must be based on documented actual costs, most subawards are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs. When all work associated with the subaward is complete, the applicant should submit their final claim. The State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.

The Recipient agrees to reimburse the Subrecipient for the federal share of the eligible costs for subawards as soon as practicable after execution of this Agreement, formal notification by FEMA of its approval of the pertinent subaward, and submission of a Reimbursement Request Form (RRF) by the Subrecipient. The submission from the Subrecipient requesting this reimbursement must include items in section 7 as applicable.

In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.

Final Payment: The Recipient agrees to disburse the final payment to the Subrecipient upon satisfaction of the following conditions:

- a. the Subrecipient must have completed all activities in accordance with the terms of the subaward, including the scope of work, budget, period of performance, and final reimbursement request; and

b. the Subrecipient must have submitted the documentation required by this Agreement;

9) RECORDS MAINTENANCE.

a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:

i. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 C.F.R. and 44 C.F.R., as amended.

b. The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations. Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report for project completion as certified by the pass-through entity. The only exceptions are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.

(v) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or

computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

- c. All records, reports, documents and other material delivered or transmitted to GOHSEP by the Subrecipient shall remain the property of GOHSEP. All records, reports, documents, or other material related to this Agreement and/or obtained, prepared, and maintained by the Subrecipient in connection with the performance of the services contracted for herein shall be the property of the Sub-recipient. The Subrecipient shall maintain and provide FEMA, GOHSEP, or any other Federal or State agency access to original documentation throughout the life of the grant and must retain it for a minimum period of three years after submitting its final financial report to GOHSEP.
- d. The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Recipient, the State of Louisiana, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

10) REPAYMENT BY SUBRECIPIENT.

- a. If upon final inspection, final audit, or other review by the Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subrecipient under this Agreement exceed the eligible costs, the Subrecipient must reimburse to the Recipient the amount by which the total disbursements exceed the eligible costs no later than sixty (60) days from the date the Subrecipient receives notice of such determination.
- b. All refunds or repayments owing to the Recipient under this Agreement are to be made payable to the order of Governor's Office of Homeland Security & Emergency Preparedness and mailed directly to:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Accounts Receivable
7667 Independence Blvd.
Baton Rouge, LA 70806

Upon notification by GOHSEP, Subrecipient agrees that funds it receives through the FEMA HMGP program, which FEMA determines to be ineligible, shall constitute a debt to the State of Louisiana as represented by GOHSEP. This deobligated amount/debt shall be payable to GOHSEP within 60 days from the date of demand. Failure to repay any amount within 60 days from the date of demand shall result in the amount being due and owing and shall constitute a final delinquent debt due by the Subrecipient to GOHSEP and shall be collected pursuant to LA RS 47:1676(G)-(K).

11) AUDIT

- a. Any Subrecipient that expends \$750,000 or more during the entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. The Subrecipient is

required to perform a single or program-specific audit under the Single Audit Act and shall follow the audit requirements in Subpart F of 2 C.F.R. Part 200.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the parties may use, but are not limited to the use of, Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the "Yellow Book," means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to GOHSEP of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after GOHSEP has notified the Subrecipient of such noncompliance.

e. The Subrecipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by GOHSEP no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall ensure that copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, are forwarded to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring
7667 Independence Blvd.
Baton Rouge, LA 70806

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall ensure that any management letter issued by auditors is sent to GOHSEP at the following address:

VIA EMAIL:

gohsepsrm@la.gov

VIA MAIL:

Governor's Office of Homeland Security & Emergency Preparedness
Attn: Subrecipient Monitoring
7667 Independence Blvd.
Baton Rouge, LA 70806

12) NONDISCRIMINATION BY CONTRACTORS.

a. Pursuant to 44 C.F.R. §§7 and 16, and 44 C.F.R. §206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

13) MODIFICATION AND TIME FOR PERFORMANCE.

- a. Any amendments to, or modification of, the budget or scope of work for a subaward approved under this grant must be in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.
- b. Modifications to any subaward to be funded under this Agreement may be requested by the Subrecipient through the Recipient. The approval of a modification to a scope of work is at the sole discretion of FEMA. GOHSEP may approve certain budgetary modifications related to direct costs, construction costs, cost overruns/underruns, and contingencies.
- c. The time allowed for the performance of eligible mitigation work, to include closeout of the subaward, is three (3) years from the close of the application period, unless extended by FEMA.
- d. Modifications involving amending the period of performance must be in writing, and subject to the same terms and conditions as those set out in the initial subapplication, and must take effect only upon execution by both parties.
- e. If any period of performance amendment request is denied by the Recipient, or is not sought by the Subrecipient, reimbursement is only available for eligible subaward costs incurred within the approved period of performance.
- f. Any approved modification to the time for completion must be noted in an amendment to the subaward.
- g. Failure to complete a subaward is adequate cause for the termination of funding for that subaward and require reimbursement to the Recipient of any and all subaward costs.

14) CONTRACTS WITH OTHERS.

- a. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Recipient, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. Copies of all procurement documents and resulting contracts must be uploaded into LouisianaHM.com by the Subrecipient.
- c. All contracts must conform to the uniform standards for procurement found in 2 C.F.R. §§200.317-.326 and Appendix II.
- d. GOHSEP attorneys offer training on procurement regulations, and will visit Subrecipients' locations in order to conduct this training. Additionally, at a Subrecipient's request, GOHSEP attorneys will review their procurement documentation to offer advice on regulatory compliance.

15) LIABILITY.

- a. The Recipient assumes no liability to third parties in connection with this Agreement.
- b. For the purpose of this Agreement, the Recipient and the Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Recipient or the Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its subaward site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.
- f. The Subrecipient acknowledges that this Agreement is intended for the benefit of the Subrecipient and GOHSEP and the Subrecipient affirms that this Agreement does not confer any rights upon a third party. By voluntarily participating in the FEMA HMGP Program, the Subrecipient hereby agrees to release, indemnify, and hold harmless the United States, and its

agents and employees, the State of Louisiana, and its agents and employees from and against any and all claims, lawsuits, demands, causes of action, liability, damages, losses and expenses of any kind whatsoever, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or resulting from the receipt of any federal funds and any actions relating therein (i.e. a contract by a Subrecipient with a third party).

16) REPORTS.

a. The Subrecipient must provide Quarterly Reports to the Recipient on the Quarterly Report Form available in LouisianaHM.com.

b. The first Quarterly Report is due within fifteen (15) days after the close of the quarter in which the subaward is approved. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA.

Quarterly Reports must indicate the anticipated completion date (this is not the approved end of period of performance, but the date the Subrecipient actually expects the scope of work to be complete for each subaward) and the contractor's progress in performing its work, together with any other circumstances that may affect the completion date, the scope of work, the subaward costs, or any other factors that may affect compliance with this Agreement.

c. The Recipient may require additional reports as needed, in which case the Subrecipient must provide any such additional reports as soon as practicable.

d. If the reports required under this section are not completed with all required information and timely submitted, the Recipient may withhold payments payable to the Subrecipient from any funding agreement.

17) MONITORING.

a. The Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.

b. The Subrecipient, by its decision to participate in the FEMA HMGP, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the fiduciary of such federal funding, reserves the right to demand that the Subrecipient comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

- c. In addition to reviews of audits conducted in accordance with 2 C.F.R. as revised, monitoring procedures may include, but are not limited to, on-site visits by the Recipient or its agent, and/or other procedures deemed necessary by the Recipient or FEMA. By entering into this agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope of audit is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient regarding such audit.
- e. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State and/or FEMA auditors.
- f. The Subrecipient must review its contacts in LouisianaHM.com each quarter and submit requests for updates if necessitated by staff changes.
- g. The Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.
- h. If feasible, the Recipient will conduct interim inspections requested by the Subrecipient.
- i. To ensure that all work has been performed within the scope of work specified on the subapplications, the Recipient may conduct final inspections on all subawards. Work determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed or, if it was already paid, could be deobligated and funds returned to Recipient.

18) SUBAWARD CLOSEOUT

- a. For all subawards, the Subrecipient must submit a Request for Closeout through LouisianaHM.com and include a final accounting and support for all costs claimed.
- b. The Subrecipient must submit a closeout request in LouisianaHM.com no later 90 days prior to the end of the POP to allow the Recipient time to perform all necessary closeout functions within the POP. Final payment can be processed concurrently with closeout, but LouisianaHM must contain all documentation needed for both final payment and closeout, including a final detailed expenditure report, plans, final elevation certificates, proof of current flood insurance on all structures that remain in the SFHA, cancelled checks, Certificates of Occupancy, and recorded deed restrictions. as applicable.
- c. The Recipient will verify all eligible expenditures and completion of the approved scope of work through a review of all project documentation, including but not limited to project amendments, payments, project completion certifications, duplication of benefits, proof of insurance, and the final inspection report. The Recipient will submit a closeout package containing the final expenditure report and all other applicable subaward closeout documentation to FEMA for final closeout review. Any federal amounts paid to the Subrecipient on work determined to be ineligible or out of scope will be reduced from the final eligible costs, deobligated by FEMA, and GOHSEP will issue a request for a return of funds from the Subrecipient.

d. Final Expenditure Report- The Subrecipient must maintain financial records, supporting documents, and all other records pertinent to the Federal award for at least 3 years from the date of the Recipient's submission of the final expenditure report to FEMA, in accordance with Stafford Act Sec. 705(a)(1).

19) MANDATED CONDITIONS.

- a. The Subrecipient understands and agrees that:
- i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.
 - ii. The Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of LA R.S. 44:1 *et. seq.* that are made or received by the Subrecipient or its contractors and subcontractors in connection with this Agreement.
 - iii. No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Louisiana Legislature or any State agency.
 - iv. Responsibility for compliance with this Agreement rests with the Subrecipient, who further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subrecipient Agreements.
 - v. It will be knowledgeable of and apply all applicable federal, state, and local laws and federal policies which govern the FEMA HMGF Program. The Subrecipient agrees to comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et. seq.*) in carrying out the provisions of this Agreement.
 - vi. The Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers in violation of the employment provisions contained in 8 U.S.C. §1324a(e) [§74A(e) of the Immigration and Nationality Act ("INA")], and the Recipient considers the employment of unauthorized aliens by any contractor a violation of §274A(e) of the INA. Such violation by the Subrecipient is grounds for unilateral cancellation of this Agreement by the Recipient.
 - vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.

viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

a. The Subrecipient certifies that:

- i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
- ii. The individual executing this Agreement on Subrecipient's behalf has the authority to legally execute this Agreement and bind the Subrecipient to its terms.
- iii. With respect to any Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
 - b) 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.

b. The Subrecipient certifies that to the best of its knowledge and belief:

- i. No federally appropriated funds have been or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

i. Subrecipient understands that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," pursuant to 31 USC 1352 in accordance with its instructions.

ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.

c. The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers (including subcontracts, subawards, contracts under grants, loans, and cooperative agreements) and that all Subrecipients must certify and disclose accordingly. The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

i. Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. For all subawards, the Subrecipient will be required to certify that all work was performed in accordance with this HMGP Funding Agreement and the requirements in each subaward, and must be able to provide the date(s) of completion.

21) TERM.

a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.

i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.

b. The Subrecipient agrees to commence work on the subaward(s) specified by this Agreement without delay.

Changes to the document are prohibited. Any changes to this document will not be recognized and can cause delay or decobligation of funding.

22) DEFAULT, REMEDIES, AND TERMINATION.

- a. Upon the occurrence of any one or more of the following events the Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Recipient to disburse further funds under this Agreement terminate at the option of the Recipient:
- i. The determination that any representation by the Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subrecipient is unable or unwilling to meet its obligations under this Agreement;
 - ii. the Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Recipient;
 - iii. any reports required by this Agreement have not been submitted to the Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress, or Office of Management and Budget.
- b. Notwithstanding the preceding, the Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.
- c. Upon the occurrence of any one or more of the foregoing events, the Recipient may at its option give notice in writing to the Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subrecipient to cure, the Recipient may exercise any one or more of the following remedies:
- i. terminate this Agreement upon not less than thirty (30) days notice of such termination after delivery by certified letter to the Subrecipient at the address specified in Attachment "B" of this Agreement;
 - ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
 - iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subrecipient pursuant this Agreement; and
 - iv. take any other actions that may otherwise be available in law or in equity.
- d. Upon the rescission, suspension or termination of this Agreement, the Subrecipient must refund to the Recipient all funds disbursed to the Subrecipient under this Agreement.

e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Recipient does not relieve the Subrecipient of liability to the Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and the Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subrecipient under this Agreement until such time as the exact amount of restitution due the Recipient from the Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient must repay such funds to the Recipient within 60 days. Any deobligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.

f. If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient must withhold any disbursement otherwise due the Subrecipient for the subaward with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, the Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

g. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to the Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

h. Any failure by the Subrecipient to comply with the aforementioned legal and policy obligations shall be grounds for either partly or wholly suspending or terminating any and all payments including and up to termination of this Agreement in accordance with 2 C.F.R. 200.338 and 2 C.F.R. 200.339.

23) ATTACHMENTS.

a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.

c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Recipient as necessary or posted on the Recipient's website at www.LouisianaHM.com.

24) HEADINGS.

a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Louisiana, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Louisiana.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Recipient or the Subrecipient, relating to or arising out of this contract must be brought in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) DESIGNATION OF AGENT.

- a. The Subrecipient must complete Attachment "B" by designating *at least* three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team. The Subrecipient will review the contacts list at least quarterly to ensure that the names are still valid.
- c. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a new designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from LouisianaHM.com may not be received and could result in failure to meet time periods to appeal a Federal determination.

28) NOTICE AND CONTACT.

All notices and other communications pertaining to this Agreement shall be written and/or in an electronic format and shall be transmitted either by electronic mail, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

ATTN:

Assistant Deputy Director- Hazard Mitigation Assistance
Governor's Office of Homeland Security and
Emergency Preparedness
7667 Independence Blvd
Baton Rouge, Louisiana 70806
sean.wyatt@la.gov

All notices required to be made to the Subrecipient under this Agreement must be in writing and must be delivered by email, by hand, or by certified letter to the Subrecipient at the address indicated in Attachment "B" which the Subrecipient must complete and submit with this Agreement.

29) FEDERALLY FUNDED SUB-AWARD.

a. This Agreement and the subapplication combine to form a Federally Funded Sub-award and Grant Agreement.

IN WITNESS WHEREOF, the Recipient and the Subrecipient have executed this Agreement:

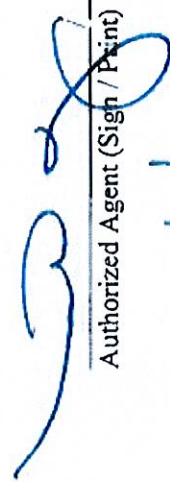
FOR THE RECIPIENT:

GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY
PREPAREDNESS


GOHSEP Director OR Authorized Representative (Sign / Print) CORY TINGLE

Date 8/1/2022

FOR THE SUBRECIPIENT:


Authorized Agent (Sign / Print) Hon. Gordon E. Dove
Mike Toups
Parish Manager
Authorized Designee
Record #1627089

Date 8/1/22

DUNS Number: 075077511

Federal Employer Identification Number (FEIN): 72-6001390

Exhibits:

- A) W-9 - Request for Taxpayer Identification Number and Certification
- B) Designation of Authority with Instructions
- C-1) Non-Construction Assurances (as applicable)
- C-2) Construction Assurances (as applicable)

W-9

Form (Rev. December 2014)
Department of the Treasury
Internal Revenue Service

ATTACHMENT A

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Terrace-naze Parish Consolidated Government

2 Business name/disregarded entity name if different from above

3 Check appropriate box for federal tax classification. Check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions)

5 Address (number, street, and apt. or suite no.)

8026 Main Street
Houma, Louisiana 70360

Requester's name and address (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)

Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

2
Print or type
See Specific Instructions on page 2

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

0000-0000-0000

or

Employer identification number

72-600-3500

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting is correct.
- Because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

8/1/22

General Instructions

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Section references are to the Internal Revenue Code unless otherwise noted. Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irg.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 2 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return if you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant. Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ, yo., filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name," if the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

ATTACHMENT A

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any RA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payee listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(g)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have a treaty applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code earlier*.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply if you are subject to backup withholding and you are merely providing your correct TIN to the requester. You must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ⁵
7. Disregarded entity not owned by an individual	The grantor ⁶
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity ⁷
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The organization
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The partnership The broker or nominee The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the Business name/disregarded entity name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see *Special rules for partnerships on page 2*.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.
- If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4499 or submit Form 14039.
- For more information, see Publication 4535, Identity Theft: Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4339).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT B

Designation of Authority

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the LouisianaHM.com system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the HM Funding Agreement for each disaster/emergency declaration or grant approval. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Agent, Primary Agent or Alternate can request a change in contacts via email to the state team; a note should be entered in LouisianaHM.com if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from LouisianaHM.com as the contacts listed are replaced in the system, not supplemented. All users must log in on a quarterly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the LouisianaHM.com Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the LouisianaHM.com system within 24 hours of being notified or their account will lock them out. Each user must log in within a 90-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the link on the home page. Users who are granted a role that includes full access will have the ability to edit, upload and submit data and documents on your behalf within Reimbursement Requests, Project Closeouts, Time Extensions, Project Version Requests, Quarterly Reports and Appeals sections of your account within LouisianaHM.com.

The form is divided into twelve blocks. The first three blocks must be completed and must identify three separate agents. Each agent must provide a separate email address in order to add them to LouisianaHM.com. The agents must also provide their written signatures in their individual blocks. The remaining blocks may be used to identify other agents or other duties of your listed agents.

Block 1: "Authorized Agent" (Full Access)– This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

- a. **Corporation:** the chair of the board of directors or president;
- b. **City:** the mayor or city manager;
- c. **Parish or Police Jury:** the parish president or Policy Jury President;
- d. **School Board:** the superintendent;
- e. **Fire District:** the district chief;
- f. **Special Districts:** the executive director;
- g. **Institution of Higher Education:** the president of the institution;
- h. **Charter School:** the chair of the board of directors;
- i. **Sheriff's Office:** the sheriff;
- j. **State Agencies:** the Secretary or Director of the Agency;
- k. All other Subgrantee/Subrecipients: the chief executive officer of the entity.


ATTACHMENT B

Block 2: "Primary Agent" (Full Access) – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and signing and submitting reports/requests in LouisianaHM.com. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" (Full Access) – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical" (Full Access). Providing these contacts is helpful in the coordination and communication required between state and local subject matter experts for the topic specified. You may enter the name and information of a previously-listed agent in these blocks to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in LouisianaHM.com.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/RECIPIENT HAZARD MITIGATION PROGRAM LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS Subrecipient:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name Gordon E. Dove	Agent's Name Jennifer Gerbasi
Organization / Official Position Parish President	Organization / Official Position Recovery Planner, TPCG
Mailing Address 8026 Main Street, 7th Floor Houma, LA 70360	Mailing Address 8026 Main Street, Suite 202 Houma, LA 70360
City, State, Zip	City, State, Zip
Daytime Telephone 985-873-6401	Daytime Telephone 985-873-6565
E-mail Address gdove@tpcg.org	E-mail Address jgerbasi@tpcg.org
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name Craig Comeaux	User's Name Felicia Aubert
Organization / Official Position Senior Project Manager, BBEC	Organization / Official Position Accountant, TPCG
Mailing Address 8209 Canal Street Metairie, Louisiana, 70005	Mailing Address 8026 Main Street, 3rd Floor Houma, LA 70360
City, State, Zip	City, State, Zip
Daytime Telephone 504-234-8357	Daytime Telephone 985-873-6733
E-mail Address ccomeaux@bbeclc.com	E-mail Address faubert@tpcg.org
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historical (Full Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<p>The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Hazard Mitigation on behalf of the Subrecipient for the purpose of obtaining certain Recipient and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Subrecipient in all dealings with the State of Louisiana. Recipient, for all matters pertaining to such disaster assistance previously signed and executed by the Recipient and Subrecipient. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.</p>	
<p>Subrecipient Authorized Agent  Mike V. Goups Parish Manager Authorized Designee Record #1627089</p>	
<p>Signature Date</p>	

DESIGNATION OF AUTHORITY (AGENTS) FEMA/RECIPIENT HAZARD MITIGATION PROGRAM LOUISIANA GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS	
Subrecipient: _____ Date: _____	
Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
User's Name	User's Name
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: _____ Month: _____ Day: _____	
Subrecipient's Federal Employer's Identification Number (EIN) _____	
Subrecipient's Recipient Cognizant Agency for Single Audit Purposes: Governor's Office of Homeland Security and Emergency Preparedness	
Subrecipient's: FIPS Number (If Known) _____	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in LouisianaHM.com will be updated and the contacts listed above will replace not supplement the contacts on the previous list.

ATTACHMENT C-1

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

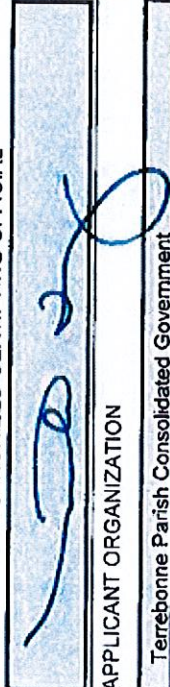
Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

ATTACHMENT C-1

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States' Local Governments and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> 	<p>TITLE</p> <p>Parish President Mike Dupuy Parish Manager Authorized Designee Record #1627089</p>
<p>APPLICANT ORGANIZATION</p> <p>Terrebonne Parish Consolidated Government</p>	<p>DATE SUBMITTED</p> <p>8/1/22</p>

ATTACHMENT C-2

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number 4040-0009

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning management and completion of project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
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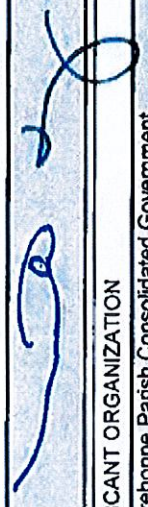
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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

ATTACHMENT C-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Cope and Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Parish President
APPLICANT ORGANIZATION Terrebonne Parish Consolidated Government	DATE SUBMITTED 8/1/27

Mike Toups
Parish Manager
Authorized Designee
Record #1627065

Project F20-S11 - Criminal Justice Complex Generator

Project Details

Number: F# 20 S# 11

EMT Number: < no value >

Title: Criminal Justice Complex Generator

Type: GEN - Generators

Application: View Application

Is Phased Project? No

Eligible Obligated: \$1,026,756.09 Expand

Federal Obligated: \$975,418.28 (90.00%) Expand

State Obligated: \$0.00 (0.00%)

Applied Payments: \$0.00

Advances Requested: \$0.00

RFR Summary:

Total Requested: \$0.00

Total Eligible: \$0.00

Total Adjusted: \$0.00

1026,

659 201-8912-23 Jail Generator

4577-20

659-000-6318-23

Work Complete %: 0.00%

Quarterly Report is 0.00% complete.

Project Version 0 is 0.00% complete.

P.O.P 10/2025

Anticipated Completion Date:

Work Deadline: October 9, 2025

Grant

4577 Hurricane Zeta
 Hazard Mitigation Grant Program
 Declared: January 11, 2021
 CFDA Number: 97.039

Applicant

Terrebonne Parish Consolidated Government
 Terrebonne Parish (Region 3 Region)
 UEI: T16NA5YA1WH3
 FIPS: 109-99109-00
 LAGov Vendor #: 310087768
 FEIN #: 72-6001390
 DUNS #: 075077511 Type: Parish
 Physical/Mailing: 8026 Main Street
 Houma, LA, 70360-3407

Due in 353 days

Total Application \$1,026,756.09

Cost:

Process Checklist

Initial Obligation

Obligated on October 3, 2024

[View Initial Version](#) [View Application](#)

Project Management

Active for 18 days

Work Deadline on October 9, 2025 (Due in 352 days)

Project Closeout

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Honorable Jason W. Bergeron
Parish President
Terrebonne Parish Government
8026 Main St. FL3
Houma, Louisiana 70360

Attn: Jennifer Gerbasi

RE: Approval and Funding 4577-0020
Terrebonne Parish- Criminal Justice Complex Generator FEMA Approval
HMGP-4577-0020

Dear President Bergeron:

On behalf of Governor Jeff Landry, I am pleased to inform you that your application for Federal assistance, under the Hazard Mitigation Grant Program (HMGP), was approved by FEMA (see enclosures) for the above referenced project. The approved funding for eligible project activities is as follows:

Title	Total Project Cost
Federal Share	\$924,080.48
Non – Federal Share	\$102,675.61
Total Project Cost	\$1,026,756.09

If you have any questions, please contact your assigned State Applicant Liaison, Elba Cintron-Meador, at (407) 463-5377 or elba.cintron-meador@iem.com

Sincerely,

Elba Cintron
SAL
407-463-5377

Attachments (1)

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 21-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ACCEPT THE FUNDING PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE CRIMINAL JUSTICE COMPLEX GENERATOR PROJECT 4577-20.

WHEREAS, the Terrebonne Parish Consolidated Government applied for and was awarded funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program funding allocation as a result of Hurricane Zeta FEMA-4577-DR-LA; and

WHEREAS, by communication from the GOHSEP dated October 10, 2024, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to provide redundant power for the Criminal Justice Complex was approved by FEMA October 3, 2024; and

WHEREAS, the approved funding for the installation of two generators and associated equipment at 3211 Grand Caillou Road:

Federal Share (90%)	\$ 924,080.48
Non Federal Share (10%)	\$ 102,675.61
TOTAL PROJECT AWARD:	\$1,026,756.09

WHEREAS, the Parish was awarded Subrecipient Management Fees of \$51,337.80, which will be reimbursed at 100% with no nonfederal share for a total of \$975,418.28 funding,

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

WHEREAS, the grant will be implemented as required by the terms of the Memorandum of Understanding executed by the Parish and GOHSEP August 1, 2022;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to accept the funding from GOHSEP to implement the Criminal Justice Complex Generator project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 2025 - FIVE YEAR CAPITAL OUTLAY
 FUND 659 - CAPITAL PROJECTS CONTROL

659-201-8912-23
 JAIL GENERATOR PROJECT
 CRIMINAL JUSTICE COMPLEX GENERATOR
 R: 659-000-6318-23

TOTAL FUNDING	\$	1,026,756
EXPENDITURES THRU 12/31/24		-
PROJECT BALANCE	<u>\$</u>	<u>1,026,756</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2024	2025	2026	2027	2028	2029
Nov-24	PENDING BA	FEMA HMGP 4577-20		924,080					
Nov-24	PENDING BA	1/4% CAPITAL SALES TAX FUND		102,676					
FUNDS AVAILABLE				<u>\$ - 1,026,756</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DESCRIPTION: To install a generator at the Criminal Justice Complex.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 255-999-9106-59

SALES TAX REVENUE FUND
OPERATING TRANSFERS
CAPITAL PROJECTS CONTROL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	655,100	655,100.00	0	0
CLOSED:				
2018	862,158	862,158.00	N/A	0
2019	42,878	42,878.00	N/A	0
2020	50,000	50,000.00	N/A	0
2021	596,299	596,299.00	N/A	0
2022	3,211,400	3,211,400.00	N/A	0
2023	118,591	118,591.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL CF05 = DSP INV JE
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 659-000-7102-55

CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
SALES TAX REVENUE FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	655,100	655,100.00-	0	0
CLOSED:				
2018	862,158	862,158.00-	N/A	0
2019	42,878	42,878.00-	N/A	0
2020	50,000	50,000.00-	N/A	0
2021	596,299	596,299.00-	N/A	0
2022	3,211,400	3,211,400.00-	N/A	0
2023	118,591	118,591.00-	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section XIV

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

October 22, 2024

Mr. Jason W. Bergeron
President
TERREBONNE PARISH
P.O. Box 2768
Houma, LA 70361
Email: parishpresident@tpcg.org ; jbray@tpcg.org

RECEIVED

OCT 23 2024

TPCG FINANCE DEPT.

Re: Company Canal Miter Gate in Bourg,
Planning and Construction
(Terrebonne)
FP&C Project No. 50-J55-23-02

Dear Mr. W. Bergeron:

Please find attached, a copy of State Funding Summary #1. The current level of funding as shown in the Funding Summary has been revised to reflect a change in the funding.

The Funding Summary represents the current level of funding provided by the State and states the FPC Administrative fee and the local match amount required by La. R.S. 39:112 (E). The Detailed Allocation of Project Funding previously identified as Exhibit A will no longer be utilized.

If you have any questions, please contact me at 504-568-2059 or richard.hebert@la.gov.

Thank you for your cooperation.

Sincerely,

Richard Hebert

Richard Hebert
Project Manager

RH:hp
Enclosures

c: Jordyn Major, CapitalOutlay@la.gov, via email w/attachments
Richard Hebert, via email w/attachments

659-351-8929-12 \$455,000
659-000-6342-12 \$455,000

FUNDING SUMMARY
THE STATE OF LOUISIANA and
TERREBONNE PARISH
Company Canal Miter Gate in Bourg, Planning and Construction
(Terrebonne)
FP&C Project No. 50-J55-23-02

REVISION NO. 1 Date: 10/22/2024

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
5	2024	General Fund Direct	\$500,000			\$500,000
465	2023	General Fund Direct	\$500,000			\$500,000
5	2024	G.O. Bonds		\$9,000,000		\$9,000,000
TOTAL			\$1,000,000	\$9,000,000	\$3,333,333	\$13,333,333
		FPC ADMIN.	\$45,000	\$30,000		

455,000.

Federal Tax Identification for Entity: 72-6001390

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in the CEA.
4. The total estimated project cost is \$10,000,000.00 per the 2023-24 Capital Outlay Request.

Felicia Aubert

From: Jeanne Bray
Sent: Tuesday, October 22, 2024 3:30 PM
To: Kandace Mauldin
Cc: Felicia Aubert; Kayla Dupre
Subject: FW: State Funding Summary Revision #1 TERREBONNE PARISH Project No. 50-J55-23-02
Attachments: FS#1 Terrebonne Parish 50-J55-23-02.pdf

Good Afternoon,

This is the latest FS for Company Canal Miter Gate. We would need to recognize the additional \$500k of funding.



Jeanne P. Bray
Capital Projects Administrator
[Department of Public Works](#)
[Engineering Division](#)
📞 985.873.6841 | 🌐 tpcg.org

From: Hollie Peairs <Hollie.Peairs@la.gov>
Sent: Tuesday, October 22, 2024 3:05 PM
To: Parish President <parishpresident@tpcg.org>; Jeanne Bray <jbbray@tpcg.org>
Cc: Daina Kroll <Daina.Kroll@LA.GOV>; CapitalOutlay <CapitalOutlay@la.gov>; Jordyn Major <Jordyn.Major@la.gov>; Richard Hebert <Richard.Hebert@la.gov>
Subject: State Funding Summary Revision #1 TERREBONNE PARISH Project No. 50-J55-23-02

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached, a copy of the most recent State Funding Summary.

Please acknowledge receipt of this message.

Thanks,

Hollie Peairs

Admin to Bobby Boudreaux

FACILITY PLANNING AND CONTROL
CLAIBORNE BUILDING
1201 NORTH THIRD STREET, SUITE 7-160
BATON ROUGE, LA 70802
225-342-1021

hollie.peairs@la.gov

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2025 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-351-8929-12
COMPANY CANAL MITER GATE
FP&C # 50-J55-23-02
R# 659-000-6342-12
PARISH PROJECT # 21-DRA-16

TOTAL FUNDING	\$	1,206,429
EXPENDITURES THRU 12/31/24		(28,187)
PROJECT BALANCE	\$	1,178,242

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2024	2025	2026	2027	2028	2029
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Jul-23	ORD 9496	FROM 252-351-8929-73	186,429						
Jan-24	ORD 9547	FACILITY PLANNING & CONTROL		500,000					
Nov-24	PENDING BA	FACILITY PLANNING & CONTROL		455,000					
		LESS PRIOR YEARS EXPENDITURES	(28,187)						
		FUNDS AVAILABLE	\$ 223,242	\$ 955,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: TO ENGINEER/DEISGN A MITER GATE AT
COMPANY CANAL.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 659-000-6342-12

CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
FP&C COMPANY CANAL MITER GATE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	500,000	.00	0	500,000-
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	0	.00	N/A	0
2023	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
SEPTEMBER 30, 2024 - MONTH LAST CLOSED

10/23/24

ACCT: 659-351-8929-12

CAPITAL PROJECTS CONTRL
DRAINAGE
COMPANY CANAL MITER GATE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2024	723,242	.00	0	723,242
CLOSED:				
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	65,000	7,525.00	N/A	57,475
2022	57,475	20,662.50	N/A	36,813
2023	223,242	.00	N/A	223,242

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL



Monday, October 28, 2024

Item Title:

2025 Producer of Record Contract for Life Disability

Item Summary:

Consider the introduction of an ordinance to appoint Anthony J. Alford Insurance Corporation ("Insurer") to serve as Agent of Record for Employee Life, Disability, and Other Benefits for the Year 2025 and to exercise the option to renew insurer's contract, authorizing a change to the agreement which will facilitate a more efficient method to renew for the second option term and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance to appoint Producer of Record- Anthony J Alford Ins Corp	10/23/2024	Ordinance
Ordinance 9543, 2024 Producer of Record Life, Disability & Other Benefits	10/23/2024	Backup Material
2024 Life Disability Producer Contract	10/23/2024	Backup Material

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPOINT ANTHONY J. ALFORD INSURANCE CORPORATION (“INSURER”) TO SERVE AS AGENT OF RECORD FOR EMPLOYEE LIFE, DISABILITY, AND OTHER BENEFITS FOR THE YEAR 2025 AND TO EXERCISE THE OPTION TO RENEW INSURER’S CONTRACT, AUTHORIZING A CHANGE TO THE AGREEMENT WHICH WILL FACILITATE A MORE EFFICIENT METHOD TO RENEW FOR THE SECOND OPTION TERM

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee insurance/self-funded insurance coverages for life and disability benefits through its Human Resources Department; and

WHEREAS, the Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, wishes to select Anthony J. Alford Insurance, Corp. (hereinafter, “Insurer”) as insurance agent of record for employee benefits for life, disability, and other coverage for the year 2025; and

WHEREAS, TPCG and Insurer executed that certain Agreement to Act as Insurance Producer of Record on January 12, 2024 and January 19, 2024, respectively, which was filed for record on January 22, 2024, in the Terrebonne Parish Conveyance Records at COB 2728, page 757, Entry No. 1684623 (hereinafter, “Agreement”); and

WHEREAS, according to Section 3(B) of the Agreement, “TPCG has the option to renew its agreement for two additional one-year terms. In order to exercise this option, the parties shall sign a new agreement with the same terms and conditions for the new option term, unless other or additional terms or conditions are specified by TPCG”; and

WHEREAS, TPCG wishes to exercise its option to renew the Agreement, with one change to the agreement, designed to allow for a more efficient method to renew for the second option term;

SECTION I

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

1. Anthony J Alford Insurance Corporation (“Insurer”) is hereby appointed to serve as TPCG’s Agent of Record for employee benefits for life, disability, and other coverage for the period commencing January 1, 2025, effective through December 31, 2025.
2. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the Agreement between Insurer and TPCG for the year 2025, commencing January 1, 2025, effective through December 31, 2025, containing the same terms and conditions, except as described in paragraph 4 herein below:
3. The Terrebonne Parish President (or Designee) is hereby authorized to exercise such option by executing, on behalf of TPCG, a new agreement with Insurer, in accordance with Section 3(B) of the Agreement, with the following change:
4. When executing said new agreement, the Parish President (or Designee) is authorized to change Section 3(B) of the Agreement, as follows:

TPCG and Insurer acknowledge that this agreement, commencing January 1, 2025, represents the first of two option terms under this agreement. TPCG has the option to renew its agreement for two one additional one-year terms. In order to exercise this option, the parties shall sign a new agreement with the

same terms and conditions for the new option term, unless other or additional terms or conditions are specified by TPCG. The TPCG may exercise this option by Ordinance, which shall be filed in the Conveyance Records of Terrebonne Parish, with a note made in the margin of the original agreement.

SECTION II

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

SECTION III

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the _____ day of _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

NAYS: None.
ABSENT: None.
The Chairman declared the motion adopted.

The Chairman recognized the public for comments on the following:

- A. An ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, to Authorize the Appointment of Anthony J. Alford Insurance Corporation to Serve as Agent of Record for the Life, Disability and Other Benefits Commencing on January 1, 2024, and Effective Through December 31, 2024, With the Option to Renew for Two Additional One Year Terms as More Fully Described Herein.

There were no comments from the public on the proposed ordinance.

Mr. S. Trosclair moved, seconded by Mr. C. Harding, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. S. Trosclair.
THERE WAS RECORDED:
YEAS: B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée, K. Champagne, C. Hamner, D. Babin, K. Chauvin, and S. Trosclair.
NAYS: None.
ABSENT: None.
The Chairman declared the motion adopted.

OFFERED BY: MR. B. PLEDGER
SECONDED BY: MR. C. HARDING

ORDINANCE NO. 9543

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ANTHONY J. ALFORD INSURANCE CORPORATION TO SERVE AS AGENT OF RECORD FOR THE LIFE, DISABILITY AND OTHER BENEFITS COMMENCING ON JANUARY 1, 2024, AND EFFECTIVE THROUGH DECEMBER 31, 2024, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee group health insurance/self-funded insurance coverages for life and disability benefits through its Risk Management Department; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2024, commencing January 1, 2024, and effective through December 31, 2024; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) oneyear renewals, subject to the same terms and conditions. The parties need not execute a new agreement to exercise the two (2) renewal terms.

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Anthony J Alford Insurance Corporation is hereby appointed to serve as Agent of Record for life, disability and other benefits, submitted to Terrebonne Parish Council on the 11th of December, 2023, for the period commencing January 1, 2024, effective through December 31, 2024.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional one-year terms, containing the same terms and conditions, subject to approval by TPCG.

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review any Agent of Record contract for final approval, and that the Parish President Jason W. Bergeron is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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

SECTION V

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

THERE WAS RECORDED:

YEAS: B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée, K. Champagne, C. Hamner, D. Babin, K. Chauvin, and S. Trosclair.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 10th day of January 2024.

* * * * *

The Chairman recognized the public for comments on the following:

- B. An ordinance to repeal Ordinance No. 9410 and to declare Terrebonne Parish Tax Parcel Number 32061, with a municipal address of 302 Island Road and an owner of record of Luke Naquin, as surplus and not needed for a public purpose.

There were no comments from the public on the proposed ordinance.

Mr. S. Trosclair moved, seconded by Mr. C. Harding, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED

YEAS: B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée, K. Champagne, C. Hamner, D. Babin, K. Chauvin, and S. Trosclair.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

JOHN AMEDÉE, CHAIRMAN

CARL HARDING, VICE-CHAIRMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
CLAYTON VOISIN, JR.
DISTRICT 5
CHARLES CHAMPAGNE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
CLYDE HAMNER
DISTRICT 8
KIM CHAUVIN
COUNCIL CLERK
TAMMY E. TRIGGS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org

January 19, 2024

MEMO TO: Ryan Page
Interim Human Resources and Risk Management Director

FROM: Keith Hampton
Assistant Council Clerk

RE: **Life, Disability, and Other Insurance Benefits**
– Anthony J. Alford Insurance Corporation as Agent of Record

Attached is a copy of Ordinance No. 9543 which appoints Anthony J. Alford Insurance Corporation as Agent of Record for Life, Disability, and Other Benefits for the Terrebonne Parish effective January 1, 2024 through December 31, 2024.

Should you have any questions regarding this matter, please feel free to contact the office.

/kh

Attachment:

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Mr. J. Dana Ortego, Risk Manager
Ms. Cheryl Lirette, Insurance Technician
Ms. Leilani Adams, Parish President's Secretary
Council Reading File

JESSICA DOMANGUE, CHAIRWOMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
TAMMY E. TRIGGS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org

RECEIVED

December 21, 2023

DEC 22 2023

MEMO TO: J. Dana Ortego
Human Resources and Risk Management Director

HUMAN RESOURCES

FROM: Tammy E. Triggs
Council Clerk

RE: **TransAmerica Life Insurance Company**

Attached is an original copy of Resolution No. 23-495 which authorizes the Parish President to execute an agreement with TransAmerica Life Insurance Company, for Life and Disability Insurance benefits.

Should you have any questions regarding this matter, feel free to contact the office.

/tet

Attachment

cc: Mr. Mike Toups, Parish Manager
Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Mrs. Cheryl Lirette, Insurance Technician
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ANTHONY J ALFORD INSURANCE CORPORATION
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Jason Bergeron, by virtue of Terrebonne Parish Council Ordinance No. 9543, hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouiski Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution attached hereto at and incorporated in this contract as Exhibit A, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its Life, Disability, and other benefits; and

WHEREAS, PRODUCER is defined as Agent of Record;

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. **SCOPE OF SERVICES:** PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. To represent TPCG as its Insurance Producer of Record for its life, disability, and other benefits coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
 - G. Provide claims advocacy with the insurance carriers;

- H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Monitoring of Third Party Administration and/or Insurance company services/ratings to insure financial stability of insurers;
 - J. Prepare the necessary financial projections and perform services necessary to manage third party plans;
 - K. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - L. Prepare insurance binders, review and deliver policies;
 - M. Attend meetings as needed;
 - N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG. This includes, but is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III (1)(a);
 - R. PRODUCER shall maintain proper licensing in the State of Louisiana as a Health Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.
3. TERM:
- A. The term of this agreement shall begin on January 1, 2024 and terminate on December 31, 2024.
 - B. TPCG has the option to renew its agreement for two additional one-year terms. In order to exercise this option, the parties shall sign a new agreement with the same terms and conditions for the new option term, unless other or additional terms or conditions are specified by TPCG.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER the set percentage fully described in the TransAmerica proposal attached hereto and incorporated herein as Exhibit B. These are the sole fees allowed to PRODUCER and there

shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
 - A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.

6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
 - A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - C. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - D. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - E. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - F. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII, Subsections (A-F).
 - G. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - H. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any

person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or any of its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. LOUISIANA PUBLIC RECORDS ACT. This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. RELATIONSHIP BETWEEN THE PARTIES. The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE. The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.

- J. EMPLOYMENT OF OWNER PERSONNEL. The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
 - K. GOVERNING LAW. The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
 - L. CLAIMS OR CONTROVERSIES. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
 - M. WARRANTIES. Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
 - N. CODE OF ETHICS. The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
 - O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
 - P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
- C. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- D. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its

financial obligation.

- E. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
- F. EXECUTION: This Agreement is executed in one (1) original. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
- G. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Ryan Page
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Anthony J. Alford, President or Successor
225 Ouiski Bayou Drive
Houma LA 70360

- 16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

[additional signatures on following page]

IV. SIGNATURES OF THE PARTIES

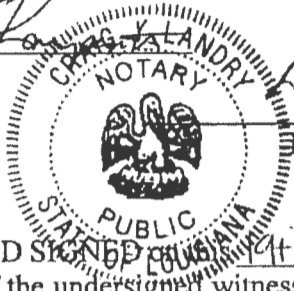
THUS DONE AND SIGNED on this 12 day of January 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ANTHONY J ALFORD INSURANCE CORP.

[Handwritten signature]

BY: *[Handwritten signature]*
Anthony J. Alford, President
Anthony J Alford Insurance Corporation



CRAIG J. LANDRY
Notary Public Bar Roll Number 21690
Notary ID Number 40109
State of Louisiana
Parish of Terrebonne

THUS DONE AND SIGNED on this 14th day of January 2024, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

[Handwritten signature]
Leilani H. Adams

BY: *[Handwritten signature]*
Jason Bergeron, Parish President
Terrebonne Parish Consolidated Government

[Handwritten signature]
Julienne Authement

[Handwritten signature]
Notary Public
Michelle L. Nail La Bar #32616
Commissioned for Life.



Monday, October 28, 2024

Item Title:

Producer Contract for Employee Group Benefits 2025

Item Summary:

Consider the introduction of an ordinance to adopt Anthony J. Alford Insurance Corporation (“INSURER”) to serve as Agent of Record for Employee Group Health Benefits for Medical, Dental, and Pharmacy for the Year 2025, to exercise the option to renew Insurer's contract, and to authorize the Parish President (and Designee) to enter into an amendment of that contract for the purposes of reducing the Insurer's per-insured broker fee and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/24/2024	Cover Memo
Proposed Ordinance	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Producer Contract for Employee Group Benefits 2025

PROJECT SUMMARY (200 WORDS OR LESS)
<p>Consider the introduction of an ordinance to adopt Anthony J. Alford Insurance Corporation (“INSURER”) to serve as Agent of Record for Employee Group Health Benefits for Medical, Dental, and Pharmacy for the Year 2025, to exercise the option to renew Insurer's contract, and to authorize the Parish President (and Designee) to enter into an amendment of that contract for the purposes of reducing the Insurer's per-insured broker fee and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.</p>

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

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

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

<i>Legal</i>	10/23/24
Signature	Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPOINT ANTHONY J. ALFORD INSURANCE CORPORATION (“INSURER”) TO SERVE AS AGENT OF RECORD FOR EMPLOYEE GROUP HEALTH BENEFITS FOR MEDICAL, DENTAL, AND PHARMACY FOR THE YEAR 2025, TO EXERCISE THE OPTION TO RENEW INSURER’S CONTRACT, AND TO AUTHORIZE THE PARISH PRESIDENT (AND DESIGNEE) TO ENTER INTO AN AMENDMENT OF THAT CONTRACT FOR THE PURPOSES OF REDUCING THE INSURER’S PER-INSURED BROKER FEE.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Human Resources Department; and

WHEREAS, the Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, wishes to select Anthony J. Alford Insurance, Corp. (hereinafter, “Insurer”) as insurance agent of record for employee group health benefits for medical, dental, and pharmacy coverage for the year 2025; and

WHEREAS, TPCG and Insurer executed that certain Agreement to Act as Insurance Producer of Record on October 23, 2023 and October 26, 2023, respectively, which was filed for record on October 27, 2023, in the Terrebonne Parish Conveyance Records at COB 2723, page 226, Entry No. 1681049 (hereinafter, “Agreement”); and

WHEREAS, Insurer and TPCG executed that certain Amendment No. 1 to the Agreement on April 2, 2024 and April 10, 2024, respectively, which was filed for record on April 12, 2024m in the Terrebonne Parish Conveyance Records at COB 2735, page 1, Entry No. 1688600 (hereinafter, “Amendment 1”); and

WHEREAS, according to Section 3(B) of the Agreement, “TPCG has the option to renew its agreement for two additional one-year terms. The parties need not execute a new agreement to exercise the two (2) additional terms”; and

WHEREAS, TPCG wishes to exercise its option to renew the Agreement;

WHEREAS, TPCG has requested, and Insurer has agreed, to lower the per-insured broker fee charged under the Contract from \$5.75 per insured (as provided in Amendment 1) to \$5.50 per insured;

SECTION I

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

1. Anthony J Alford Insurance Corporation (“Insurer”) is hereby appointed to serve as TPCG’s Agent of Record for employee group health benefits for medical, dental, and pharmacy coverage for the period commencing January 1, 2025, effective through December 31, 2025.
2. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the Agreement between Insurer and TPCG for the year 2025, commencing January 1, 2025, effective through December 31, 2025, containing the same terms and conditions, except for the amendment to the per-insured broker fee, as described in paragraph 3 herein below:
3. The Terrebonne Parish President (or Designee) is hereby authorized to enter into an amendment to the Agreement with Insurer to reduce the per-insured broker fee from \$5.75 per insured to \$5.50 per insured, effective at the date of execution of said amendment.
4. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the

Agreement between Insurer and TPCG for the year 2026, commencing January 1, 2026, effective through December 31, 2026, containing the same terms and conditions, as amended herein, all subject to this Council's appointment of Insurer as Agent of Record for such services for the year 2026.

SECTION II

The legal department is directed to file a copy of this Ordinance with the Terrebonne Parish Recorder of Conveyances to memorialize TPCG's choice to exercise its option according to the terms of the Agreement. The Clerk of Court for the parish of Terrebonne, Louisiana, is hereby directed and requested to make note in the margin of the original Agreement, COB 2723, page 226, Entry No. 1681049, to serve as occasion may require.

SECTION III

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

SECTION IV

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the _____ day of _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**Request for Proposals for Employee Benefits Services for Terrebonne
Parish Consolidated Government**
Terrebonne Parish Consolidated Government

Project documents obtained from www.CentralBidding.com
16-Oct-2024 03:28:41 PM



Request for Proposals for Employee Benefits Consultant and/or Producer of Record

Requested By:
Terrebonne Parish Consolidated Government

Prepared By: Ryan Page, CIC, CPIA
Human Resources & Risk Management Director



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Request for Proposals**

Employee Benefits Consultant and/or Producer of Record

The Parish is accepting Request for Proposals for Employee Benefits Services for the Terrebonne Parish Consolidated Government. The broker or consultant shall perform a full range of services related to the design, placement, implementation, maintenance, communication, and improvement of Terrebonne Parish's employee benefits and insurance programs ("Programs").

All interested parties shall submit an original and one electronic copy of the proposal by the date and time specified. Proposals shall be addressed to Terrebonne Parish Government, Attention Risk Management Director and delivered to the 8026 Main Street, 7th floor, Houma LA 70360 no later than **10:00 A.M. local time August 27, 2024**. Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP-Employee Benefits".

Qualifications may be delivered by United States Postal Service registered or certified mail with a return receipt requested or hand delivered to:

Attn: Terrebonne Parish Consolidated Government
HR/Risk Management Director
8026 Main Street, 7th Floor
Houma, Louisiana 70360

All questions regarding this request should be directed to Ryan Page, HR/Risk Management Director.

The Terrebonne Parish Consolidated Government is an Equal Opportunity Employer.

Advertise:

August 7, 2024

August 14, 2024



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the Parish to consider this proposal, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Terrebonne Parish, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Terrebonne Parish Government.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Company Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ Fax No.: _____

AUTHORIZATION TO PROPOSE (must be signed):

By: _____
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Request for Proposals**

Employee Benefits Consultant and/or Producer of Record

PROPOSAL INFORMATION

Proposers must meet the following minimum qualifications:

1. Company must be actively in business for at least the past three (3) consecutive years providing similar services as described in the Scope of Work of this RFP.
2. Company must be licensed to conduct insurance business in the State of Louisiana.
3. Company must carry appropriate business insurance as described in the General Terms and Conditions section of this RFP, including professional liability/errors and omissions insurance.
4. If proposal is being submitted on behalf of another agent/broker/company, all entities must be licensed by the Louisiana Department of Insurance; all subcontractors must be disclosed.



SCOPE OF WORK

The Parish is accepting Request for Proposals for Employee Benefits Services for the Terrebonne Parish Consolidated Government. The Consultant shall perform a full range of services related to the design, placement, implementation, maintenance, communication, and improvement of Terrebonne Parish's employee benefits and insurance programs ("Programs").

Desired responsibilities include, but are not limited to:

- Provide general and technical guidance to Terrebonne Parish in responding to questions from the Parish's Human Resources and Risk Management staff.
- Provide general and technical guidance to assist Terrebonne Parish staff in settling Employee Benefit claim disputes.
- Provide general and technical guidance to Terrebonne Parish staff regarding the Employee Benefit Programs.
- Review all Programs, benefit plan, and insurance plan documents for accuracy and compliance with applicable laws and regulations.
- Act as Terrebonne Parish's liaison in communicating and negotiating with benefit and insurance plan providers, working closely with Human Resources and Risk Management Department staff.
- Assist Terrebonne Parish staff in drafting materials relating to Programs, benefit plans, and insurance plans. These materials include, but not limited to, open enrollment employee communication, Brainshark videos, plan comparison charts and wellness material. Broker will primarily provide expert analysis and recommendations relating to material content, appearance, compliance, and accuracy.
- Provide Program, benefit plan, and insurance plan recommendations Terrebonne Parish staff based on broker's experience, market analysis, market trends, and cost containment methods. Program, benefit plan, and insurance plan recommendations shall be made to ensure maximum benefit to Parish.
- Determine and recommend the most economical funding method for benefits.
- Represent Terrebonne Parish in negotiations with all providers on all issues, including those related to annual renewal rates, coverage, plan design, and special terms and conditions, updating Director and Managers.
- Meet with and provide reports to various Terrebonne Parish representatives and groups including Human Resources. Coordinate with Terrebonne Parish representatives regarding labor relations issues concerning group insurance and benefit programs.



- Research and advise Terrebonne Parish of new developments in the law and Programs on an ongoing basis.
- Assist Terrebonne Parish with implementation and communications relating to new programs and changes to existing programs, including attending, and assisting during employee meetings at the parish's request.
- As requested by Terrebonne Parish, solicit bids from insurance markets that specialize in group insurance plans. Use expertise to evaluate bids, including administration, coverage, claim payment procedures, customer service, networks, financial soundness, and identifying the most cost beneficial package from among the various bidders, supplying Terrebonne Parish with detailed analysis and recommendations regarding bids received.
- Identify, investigate, analyze, and assist with implementation of efficiency measures such as employer partnerships and other concepts that have the effect of reducing the cost associated with employee benefits programs without reducing services to employees.
- Provide an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, recommendations, etc.
- Assist Terrebonne Parish in evaluating, implementing, and measuring the parish's wellness program.
- Advise Terrebonne Parish on any federal and state mandated compliance requirements relevant to Parish Programs, benefit plans, and insurance plans, and provide guidance, when requested by Terrebonne Parish, in developing compliance strategies.
- Provide examples of technology benefits available to other clients, particularly in public sector.
- Detail any technology offerings for benefits administration, employee enrollment, communication, etc.
- Explain how these solutions can streamline processes and improve employee experience.



SUBMISSION OF PROPOSAL

- All interested parties shall submit an original and one electronic copy of the proposal by the date and time specified. Proposals shall be addressed to Terrebonne Parish Government, Attention HR/Risk Management Director and delivered to the 8026 Main Street, 7th floor, Houma LA 70360 no later than **10:00 A.M. local time August 27, 2024**. Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP-Employee Benefits".
- Qualifications may be delivered by United States Postal Service registered or certified mail with a return receipt requested or hand delivered to: Terrebonne Parish Consolidated Government
Attn: HR/Risk Management Director
8026 Main Street, 7th Floor
Houma, Louisiana 70360
- All questions regarding this request should be directed to:
Ryan Page, HR/Risk Management Director (ryan@tpcg.org)

PARISH COMMITMENT

- The Parish reserves to work with any insurance company directly, if that is in the best interest of the Parish and reserves the right to terminate this RFP at any time prior to contract execution.
- No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

LATE, MODIFIED, OR WITHDRAWN PROPOSALS

- Any proposal received after the exact time specified for receipt will not be considered.
- No modification of a proposal, except a modification resulting from the Parish's request for "best and final offer," will be accepted.
- No Company may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.



EVALUATION AND SELECTION

- Objective - The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Company determined to be most advantageous to the Parish, price and other factors considered.
- Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and proposals received in response to this RFP. The Committee will evaluate proposals submitted by qualified Companies/Brokers based on the guidelines set forth in the RFP. The Parish reserves the right to request additional information and clarification of any information submitted.

Evaluation criteria have been established to determine which Company/ Broker will best contribute to the overall goals of the Parish. These criteria are detailed in (Selection/Scoring Criteria) which is attached hereto and made a part hereof.

The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.

- Recommendation and Selection - The Parish Administration will present its recommendation to Terrebonne Parish Council. As part of the negotiation process, the Parish reserves the right to negotiate with the successful Company. This award will be made to the most responsible firm or team whose proposal is determined in writing to be most advantageous to the Parish. The Parish also reserves the right to reject any and all proposals.

PROPOSAL REQUIREMENTS

Prospective brokers are responsible for preparing effective, clear, and concise proposals. Each proposal shall demonstrate the qualifications, competence, and capacity of the prospective broker to provide the services described in, and in conformity with, the requirements of this RFP.

By submitting a proposal in response to this RFP, each prospective broker certifies that it takes no exceptions to the RFP and will accept Terrebonne Parish's terms and conditions. If any exceptions are taken, such exceptions must be clearly noted in the prospective broker's proposal and may be reason for rejection of the proposal.



To be considered responsive, proposals must contain the following information:

➤ **Company Overview**

- Description of the organizational structure of the prospective broker's firm, including but not limited to:
 - The firm's history
 - Number of years in existence
 - Organization of workflow chart with descriptions of duties of each person who will be assigned to Terrebonne Parish's account.
 - Total number of employees
- Detailed description of prospective broker's experience with public sector agencies.

➤ **Service Team**

- A resume for each person who will be assigned to Terrebonne Parish's account. Each resume must include:
 - Each person's experience with similar projects (i.e. public sector agencies and municipalities)
 - The number of years each person has been with the prospective consultant's firm.
 - A description of each person's unique or specialized capabilities (if any)
 - Current workload of each person who will be assigned to the parish's account.
- A detailed description of the services the prospective broker's firm provides.

➤ **Experience and References**

- The prospective broker's client retention rate in practice.
- The size of clients the prospective broker generally services.
- A list of three references of the prospective broker's past or current clients that are similar in employee size, industry, geographical dispersion, complexity, and/or programs to Terrebonne Parish. For each reference include a contact name, address, phone number, email, and the number of years the prospective broker has provided services to the referenced client.



➤ **Brokerage / Consulting Services**

- An overview of prospective broker's proposed brokerage and consulting services approach to the Project related to Terrebonne Parish's benefit plans.
- A proposed Project schedule listing all project tasks and their estimated costs.
- If not the incumbent broker, describe how the prospective broker proposes to handle the transition of services if consultant's broker is selected as the Broker of Record. Describe the steps prospective broker plans to take to minimize any inconvenience to Terrebonne Parish as well as our employees, vendors, and others.
- Describe the prospective broker's services for Program renewals and marketing, including Request for Proposals, proposal analysis, carrier selection, and implementation.
- Describe how the prospective broker will monitor the performance of carriers and vendors.
- Describe what Terrebonne Parish can expect for the day-to-day servicing of the account.
- Provide an overview of the prospective broker's reporting and analytics capabilities.
- Describe any services prospective broker offers related to retiree health care.
- Describe prospective broker's capability to provide a variety of employee communications (electronic and other mediums) related to employee benefits and include any associated costs.
- Provide wellness program information along with any detail.

➤ **Subject Matter Expertise**

- Describe the types of communication strategies the prospective broker can provide to engage Terrebonne Parish's employees, educate their families, and drive action.
- Describe the prospective broker's services to directly assist Terrebonne Parish in maintaining compliance with state and federal laws, regulations, and requirements related to benefit plans.
- Describe the prospective broker's resources and/or approach to wellness and health outcomes regarding both an individual's health and the parish's cost.
- Describe how the prospective broker will regularly update Terrebonne Parish on human resource and benefit trends, regulations, and best practices.



➤ **Fee Information**

- Describe and disclose all methods of compensation for services. The cost proposal shall be all inclusive of the services and equipment necessary to implement the project. The cost proposal shall identify any other expenses that are not listed herein but will be required for the broker to properly implement the project. Broker shall explicitly indicate if any of the fees shall be subject to an inflator, and if so, what the inflator will be (attached pricing sheet required).
- If selected, what are prospective broker's methods of disclosing all compensation to Terrebonne Parish and the frequency of that disclosure?

➤ **Section/Award Criteria**

- Proposals will be evaluated based upon the following:
 - Proposed Annual Fee / Method of Compensation for Services: **25 Points**
 - The degree to which proposal responds to the needs and this request (responsiveness, preciseness, thoroughness, etc.) **20 Points**
 - Evidence of the ability to provide service in a prompt, thorough and professional manner. **10 Points**
 - The experience, professional credentials, reputation, and personalities of those persons who will be servicing our account. **15 Points**
 - Availability and accessibility of the broker and support staff, including the location of the office that will be servicing our account. **10 Points**
 - Ability to reach a wide array of insurance markets. **10 Points**
 - Your conceptual approach and ideas related to service, as well as how you will manage our account. **10 Points**



STATE OF LOUISIANA / PARISH OF TERREBONNE

REQUIRED PRICING SHEET

Regardless of exceptions taken, Companies shall provide pricing structure based on the requirements and terms set forth in this RFP. Cost must be in United States dollars. If there are any additional costs associated with the Services, or if any need to be listed separately, please add to this chart below. Your Price Proposal must reflect all costs for which the Parish will be responsible.

For purposes of this RFP, assume an initial term of 1 year, with the Parish having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

1. FEES / COMMISSION / PRICING

Companies shall specify all retail commission and/or fee percentage caps and all intermediary commission and/or fee percentage caps that may be utilized for the Program.

2. Pricing for Additional Services.

Companies shall indicate below their fees for any additional services as needed by the Parish.

Additional Service	Cost
Additional Coverage Added	
Other:	

Terrebonne Parish Recording Page

1681049

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :
TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

First VENDOR
TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE
ALFORD ANTHONY J INSURANCE CORP

Index Type : CONVEYANCES
Type of Document : AGREEMENT
Recording Pages : 11

File # : 1681049
Book : 2723 Page : 226

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux
Clerk of Court



On (Recorded Date) : 10/27/2023
At (Recorded Time) : 3:31:58PM



Doc ID - 016250530011

UNOFFICIAL

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ANTHONY J ALFORD INSURANCE CORPORATION
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouiski Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage.

WHEREAS PRODUCER is defined as Agent of Record;

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. To represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include

establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Review all Third Party Administration (TPA) contracts and plans, policies and endorsements for employee group health benefits for medical, dental and pharmacy to be delivered to TPCG for the purpose of confirming contractual coverages under TPA, and insurance/reinsurance for their accuracy and conformity to the Insurance Specifications and TPCG's instructions;
 - J. Monitoring of Third Party Administration and/or Insurance company services/ratings to insure financial stability of insurers;
 - K. Prepare the necessary financial projections and perform services necessary to manage third party plans;
 - L. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - M. Prepare schedules of insurance and/or Third Party self administered insurance ;
 - N. Prepare insurance binders, review and deliver policies;
 - O. Attend meetings as needed;
 - P. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - Q. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - R. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG. This includes, but is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - S. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III (1)(a);
 - T. PRODUCER shall maintain proper licensing in the State of Louisiana as a Health Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:
- A. The term of this agreement shall begin on January 1, 2024 and terminate on December 31, 2024.
 - B. TPCG has the option to renew its agreement for two additional one-year terms. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than \$7.75 per insured per month for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - C. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - D. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - E. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - F. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII, Subsections (A-F).
 - G. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of

this Agreement.

H. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or any of its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall

include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

- B. **ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. **AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. **RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
- ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
- iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.

- J. EMPLOYMENT OF OWNER PERSONNEL. The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. GOVERNING LAW. The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. CLAIMS OR CONTROVERSIES. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. WARRANTIES. Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. CODE OF ETHICS. The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if

set out at length.

- A. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- B. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
- C. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
- D. EXECUTION: This Agreement is executed in one (1) original. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
- E. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
 Director of Risk Management
 Terrebonne Parish Consolidated Government
 8026 Main Street, Suite 520
 Houma, LA 70360

Notices to PRODUCER shall be sent to:

Anthony J. Alford, President
 225 Ouiski Bayou
 Houma LA 70360

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

[additional signatures on following page]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this 26 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

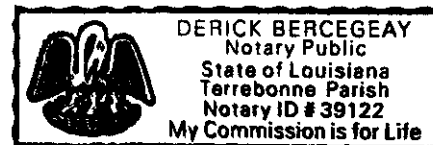
WITNESSES:

Tony Rodriguez
Tonia Rodriguez
Brianna Arceon

ANTHONY J ALFORD INSURANCE CORP.

BY: [Signature]
Anthony J. Alford, President
Anthony J Alford Insurance Corporation

[Signature]
Notary Public



THUS DONE AND SIGNED on this 23 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

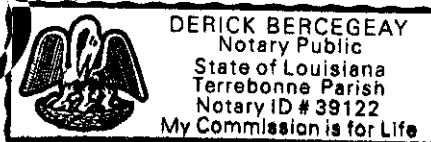
WITNESSES:

Janet M. Brunet
Janet M. Brunet
Tonia Rodriguez
Tonia Rodriguez

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BY: [Signature]
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

[Signature]
Notary Public



UNOFFICIAL

**ANTHONY J ALFORD INSURANCE CORPORATION
CORPORATE RESOLUTION**

BE IT RESOLVED by the Board of Directors of Anthony J Alford Insurance Corporation, that its President, Anthony J. Alford, be and is hereby authorized, empowered and directed, for and on behalf of said corporation, to affect the following transaction:

To execute an agreement with Terrebonne Parish Consolidated Government titled Agreement to Act as Insurance Producer of Record between Anthony J Alford Insurance Corporation and Terrebonne Parish Consolidated, which agreement shall contain such terms and conditions as Agent in his absolute discretion may deem wise, necessary and advisable.

BE IT FURTHER RESOLVED that the said President, Anthony J. Alford, is hereby authorized to appear before any Notary Public for the purpose of executing said act, or other instruments, papers or documents which might be necessary or proper under the circumstances, we hereby approving, ratifying and confirming any and all acts which the said officer may do or perform by virtue of this mandate.

I, Secretary of Anthony J Alford Insurance Corporation, a corporation organized and chartered under and by virtue of the laws of the State of Louisiana, with its legal domicile in the Parish of Terrebonne, Louisiana, do hereby certify that the foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of said corporation at a meeting held on October 19, 2023, at which meeting a quorum was present and voting.

Glenda W. Alford

Glenda W. Alford, Secretary

UNOFFICIAL



Monday, October 28, 2024

Item Title:

2025 Proposed Budget Review

Item Summary:

To review the 2025 Proposed Budget for the following departments/agencies:

Parish Council
Council Clerk
Official Fees/Publications
City Court
District Court
Clerk of Court
Ward Court
Judicial-Other
Parish President
Communications
Registrar of Voters
Elections
Finance/Accounting
Finance/Customer Service
Legal Services
Planning Department/Code Violation/Compliance
General - Other
Coroner's Office
Parish VA Service Office
Health and Welfare
Publicity
Economic Development/other
Parish Farm Agent
Emergency Preparedness
Dedicated Emergency Fund
Sales Tax Fund
Road District #6 O&M
Road Lighting Districts
Finance/Purchasing-Warehouse
Communications/Development, IT and Marketing

ATTACHMENTS:

Description	Upload Date	Type
2025 Proposed Budget Review	10/22/2024	Executive Summary
2025 Proposed Budget Review	10/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Budget Hearing for Proposed 2025 Budget

PROJECT SUMMARY (200 WORDS OR LESS)

To review the proposed 2025 Budget for the following funds/departments/agencies:

- Parish Council
- Council Clerk
- Official Fees/Publications
- City Court
- District Court
- Clerk of Court
- Ward Court
- Judicial-Other
- Parish President
- Communications
- Registrar of Voters
- Elections
- Finance/Accounting
- Finance/Customer Service
- Legal Services
- Planning Department/Code Violation/Compliance
- General - Other
- Coroner's Office
- Parish VA Service Office
- Health and Welfare
- Publicity
- Economic Development/other
- Parish Farm Agent
- Emergency Preparedness
- Dedicated Emergency Fund
- Sales Tax Fund
- Road District #6 O&M
- Road Lighting Districts
- Finance/Purchasing-Warehouse
- Communications/Development, IT and Marketing

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

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

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/s/Kayla Dupre

10/21/24

Signature

Date

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2025 PROPOSED BUDGET
SCHEDULE OF BUDGET HEARINGS
October 28, 2024

Fund Number	Funds/Departments	Small Bk. Page	Big Bk. Page	Representative
151-111	Parish Council	59	7	Tammy Triggs
151-115	Council Clerk	61	9	Tammy Triggs
151-119	Official Fees/Publications	64	11	Kandace Mauldin
151-120	City Court	65	12	Judge Hagen/Doug Holloway
151-121	District Court	67	13	Judge Pickett
151-124	Clerk of Court	70	16	Theresa Robichaux
151-126	Ward Court	71	17	Kandace Mauldin
151-129	Judicial - Other	73	18	Kandace Mauldin
151-131	Parish President	74	19	Jason Bergeron
151-132	Communications	77	21	Robbie Lee
151-141	Registrar of Voters	80	23	Rhonda Rogers
151-142	Elections	82	25	Kandace Mauldin
151-151	Finance /Accounting	83	26	Kandace Mauldin
151-152	Finance/Customer Service	86	28	Kandace Mauldin
151-157	Legal Services	89	30	Kandace Mauldin
151-195	Planning Department/Code Violation/Compliance	97	35	Chris Pulaski
151-199	General - Other	100	38	Kandace Mauldin
151-205	Coroner's Office	101/335	39	Dr. Walker/ Helen Boudreaux
151-408	Parish VA Service Office	105	42	Kandace Mauldin
151-409	Health and Welfare	106	43	Kandace Mauldin
151-651	Publicity	112	48	Kandace Mauldin
151-652	Economic Development/other	113	49	Kandace Mauldin
151-654	Parish Farm Agent	117	54	Cherie Roger
151-912	Emergency Preparedness	119	56	Earl Eues
200	Dedicated Emergency Fund	125	59	Kandace Mauldin
255	Sales Tax Fund	168	265	Kandace Mauldin
258	Road District #6 O&M	169	268	Kandace Mauldin
267-276	Road Lighting Districts	170	272	Kandace Mauldin
380-154	Finance / Purchasing-Warehouse	253	474	Kandace Mauldin
390-192	Communications/Development, IT and Marketing	256	485	Robbie Lee