

**LAFOURCHE PARISH COUNCIL
DECEMBER 13, 2011
UNANIMOUS AGENDA**

A. PROPOSED ORDINANCE:

1. **PROPOSED ORDINANCE providing for a 2011 Supplemental Appropriation (11-032) within the 2011 Operations and Maintenance Budget to increase supplies and salaries within the Office of Community Action General Fund** and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter. (J. JONES FOR ADMINISTRATION)

B. RESOLUTIONS:

2. **RESOLUTION approving a contract** offered by the **Louisiana Association of Community Action Partnerships, Inc. (LACAP) for the Program Year 2011 regular DOE (Department of Energy) Weatherization Assistance Program** and authorizing the Parish President to sign, execute and administer said contract and future amendments offered by the Louisiana Association of Community Action Partnerships, Inc. (LACAP) under this program. (J. JONES FOR ADMINISTRATION)
3. **RESOLUTION hiring Michael Gee of Porteous, Hainkel & Johnson, LLP in the matter of the Clovelly Lease Agreement to take any and all necessary action** and authorizing the Parish President to sign, execute and administer any and all relevant documents. (P. GOUAUX FOR ADMINISTRATION)

ITEM 1

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2011 SUPPLEMENTAL APPROPRIATION (11-032) WITHIN THE 2011 OPERATIONS AND MAINTENANCE BUDGET TO INCREASE SUPPLIES AND SALARIES WITHIN THE OFFICE OF COMMUNITY ACTION GENERAL FUND AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, it is determined that funding in the amount of \$20,000 is conditionally needed to purchase necessary materials to complete Weatherization projects; and

WHEREAS, it is determined that funding in the amount of \$25,000 is conditionally needed to support personnel required to process and monitor LIHEAP program activities; and

WHEREAS, this transfer shall be considered a one-time occurrence, and any remaining transferred funds at the end of the current grant period shall be returned to the Royalty Fund; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Jerry Jones, Councilman, District 1; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the council approve an increase in supplies in the amount of \$20,000 as well as an increase in salaries in the amount of \$25,000 in the Office of Community Action General Fund and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.



THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

ITEM 1

SECTION 1. A supplemental appropriation of the 2011 Operations and Maintenance Budget is hereby approved as follows:

FUND 108 - ROYALTY

To fund purchase of materials to complete projects for the Weatherization program:

1. an increase in TRANSFERS OUT to Office of Community Action General Fund, Fund 142, in the amount of \$20,000

To fund salaries increase for the LIHEAP program:

1. an increase in TRANSFERS OUT to Office of Community Action General Fund, Fund 142, in the amount of \$25,000

FUND 142 – OFFICE OF COMMUNITY ACTION GENERAL FUND

To fund purchase of materials for the Weatherization program:

1. an increase in TRANSFERS IN from Royalty, Fund 108, in the amount of \$20,000
2. an increase in SUPPLIES in the amount of \$20,000

To fund salaries increase for the LIHEAP program:

1. an increase in TRANSFERS in from Royalty, Fund 108, in the amount of \$25,000
2. an increase in SALARIES in the amount of \$25,000

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. A certified copy of this ordinance shall be forwarded to Lafourche Parish Government Department of Finance, Office of Community Action, and the Office of the Parish Administrator.

SECTION 6. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 7. This Ordinance shall become effective on December 1, 2011.

ITEM 1

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

**Charlotte A. Randolph
Lafourche Parish President**

Returned to the Council Clerk on

_____, 2011, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 2

On a motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT OFFERED BY THE LOUISIANA ASSOCIATION OF COMMUNITY ACTION PARTNERSHIPS, INC. (LACAP) FOR THE PROGRAM YEAR 2011 REGULAR DOE (DEPARTMENT OF ENERGY) WEATHERIZATION ASSISTANCE PROGRAM AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID CONTRACT AND FUTURE AMENDMENTS OFFERED BY THE LOUISIANA ASSOCIATION OF COMMUNITY ACTION PARTNERSHIPS, INC. (LACAP) UNDER THIS PROGRAM.

WHEREAS, the Louisiana Association of Community Action Partnerships, Inc. offers program dollars to help low-income families increase the energy efficiency of their dwellings through the Weatherization Assistance Program (WAP); and

WHEREAS, the proposal from the State offers One Hundred Six Thousand, Eighty-Seven Dollars and Twenty-four Cents (\$106,087.24) for said program to weatherize eleven (11) homes in Lafourche Parish; and

WHEREAS, the Parish of Lafourche serves as fiscal agent for said grant under the direction of the Community Services Director and the Executive Director of Community Action; and

WHEREAS, the program services the Lafourche Parish area by providing the means to install weatherization materials into eligible homes; and

WHEREAS, this resolution was sponsored for Administration by Mr. Jerry Jones, Councilman, District 1; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the Parish President to sign, execute and administer any and all relevant documents and amendments.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council, convened in regular session on December 13, 2011, and does hereby approve a contract offered by the Louisiana Association of Community Action Partnerships, Inc. for the Program Year 2011 Regular DOE (Department of Energy) Weatherization Assistance Program and authorizes the Parish President to sign, execute and administer said contract for Program Year 2011 and further amendments to said contract for said Program Year.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Louisiana Association of Community Action Partnerships (LACAP), 11637 Industriplex Blvd., Baton Rouge, LA 70809; Lafourche Parish Government Department of Community Services, Office of Community Action, Finance Department, Office of Risk Management, and the Office of the Parish Administrator.

ITEM 2

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this ____ day of _____.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF

_____.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 2

**Weatherization Assistance Program
Program Contract
Between
Louisiana Association of Community Action Partnerships, Inc.
And
Lafourche Parish Council/ Office of Community Action**

This Program Administration Agreement (the "Agreement") dated and effective as of July 1, 2011 ("Effective Date") between the Louisiana Association of Community Action Partnerships, Inc., (the "Association" or "LACAP") and **Lafourche Parish Council/ Office of Community Action**, an agency formed under the laws of Louisiana with its principal place of business at **4876 Highway 1, Mathews, LA 70375** ("Contractor").

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

ARTICLE 1 – Definitions

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

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

Agreement: This Program Administration Agreement and all attachments and exhibits which are attached hereto and made a part hereof.

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

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

Contractor: The community action agency designated in this contract.

Day: Calendar day.

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

DOE: Department of Energy

Effective Date: As of July 1, 2011.

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

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

Fees: In exchange for Services rendered pursuant to the terms of the Agreement, the Regulations and the Guide, the Contractor will receive Fees as set forth in each "Program Schedule" of the Program Portfolio (Exhibit 1 to the Agreement). Fees shall be earned in accordance to the Performance Measures set forth in each Program Schedule.

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

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

Performance Measures: The progress or percent of work deliverables or services which must be completed to the reasonable satisfaction of the Association in order for Contractor to be paid the Fees outlined in each Program Schedule.

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

Program: The Programs subject to the Agreement are identified in Exhibit 1 (Program Portfolio), which may be amended from time to time as outlined in the Agreement to reflect the addition or withdrawal of Programs to the coverage of the Agreement.

Program Operating Procedures Guide: Each Program Schedule shall have as a part thereto guidance as to administrative procedures of the Program, which shall be commonly called the Program Guide. Each Program Operating Procedures Guides may be amended from time to time in accordance with Section 5.5.1: Delivery of and Modification to the Program Guide. Each Program Guide is incorporated herein by reference.

Program Portfolio: Any and all of the Program(s) subject to the Agreement at a given time constitute the Program Portfolio, as evidenced by the Program Schedules therein.

Program Schedule: Outlines the scope of services for each Program in the Program Portfolio, including specific goals and objectives, deliverables, performance measures, and a monitoring plan, specific payment terms, and specific performance standards or terms related to that Program.

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

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

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

Sub-recipient: Louisiana Association of Community Action Partnerships.

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

Termination: The ending of the Agreement or any Extension hereof by the Association's President or the Contractor pursuant to Article 13: Termination of Agreement; Procedures upon Termination or Expiration of Agreement.

ARTICLE 2 – APPOINTMENT OF CONTRACTOR AND SCOPE OF SERVICES

The Louisiana Association of Community Action Partnerships, Inc., as a Sub-recipient of the Louisiana Housing Finance Agency, hereby retains the Contractor as an independent contractor for the sole purpose of performing the Services described in this Agreement, and the Contractor hereby agrees to perform such Services on the terms and conditions set forth below in accordance with the Agreement, the Program Schedule, and the Program Guide.

2.1 Purpose of Agreement. This Agreement facilitates the expenditures of the Weatherization Assistance Program (WAP) funds as they have been made available under 10 CFR Part 440 and Public Law 105-78 through the Department of Energy. Funds must be expended and all services shall be performed in accordance with the requirements of the United States Department of Energy, (DOE) Weatherization Assistance Program, 10 CFR Part 440 and 10 CFR Part 600, DOE-approved Weatherization Assistance State Plan(s) in effect during the period(s) of this agreement and with the policies and procedures and guidance of DOE and the Louisiana Housing Finance Agency.

All services performed by Contractor under this agreement shall comply with the requirements of the United States Department of Energy, (DOE) Weatherization Assistance Program, 10 CFR Part 440 and 10 CFR Part 600, DOE-approved Weatherization Assistance State Plan(s) for funding in effect during the period(s) of this Agreement, and with the policies and procedures and guidance of DOE and the Louisiana Housing Finance Agency ("LHFA").

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ARTICLE 3 – TERM OF AGREEMENT

3.1 Initial Term. Subject to Article 13, the Agreement shall have a term that commences on the Effective Date and expires at 11:59 pm Central Standard Time on June 30, 2012.

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

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

ARTICLE 4 – PROGRAMS SUBJECT TO AGREEMENT

4.1 Portfolio of Programs. The Programs subject to this Agreement, which may be amended from time to time to reflect the addition or withdrawal of Programs to the coverage of the Agreement as provided below. All of the Projects subject to the Agreement at a given time constitute the Portfolio.

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

4.2.1 Addition of Programs. From time to time, the Association may add one or more Programs under the agreement.

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

- a. **Right to Withdraw.** The Association may withdraw one or more Programs from the coverage of this Agreement upon the occurrence of any of the following:
 - i. The Association at any time finds that the Contractor has a conflict of interest regarding the Program,
 - ii. The federal funding for the Program used to pay the Fees associated with the Agreement is halted,
 - iii. The Association’s convenience pursuant to Article 13.3,
 - iv. Any reason specified in Article 13.1.
- b. **Procedure for Withdrawal.** The Association shall withdraw a Program by notifying the Contractor of the Association’s decision to withdraw such Program and the reasons for withdrawal, and the withdrawal shall be effective

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immediately, unless the Association provides otherwise. The Contractors shall, within seven (7) days following notice, unless sooner or otherwise specified by the Association, transmit all records relating to such Program to the Association, or to an entity or person identified by the Association, and shall cooperate with the Association to effect an efficient and smooth transition of responsibility with respect to such Program. Alternatively, at the Association's discretion staff acting for the Association may, upon forty-eight (48) hours notice, enter upon Contractor's place of business during business hours to retrieve the Records.

- c. Payment to Contractor upon Withdrawal. The Contractor will be paid fees associated with the Services rendered to the point that the Program was withdrawn, in accordance with Article 8 (The Contractor's Compensation).

ARTICLE 5 – THE CONTRACTOR'S DUTIES

5.1 General Scope of Duties. The Contractor shall perform the Services and such related tasks as outlined in the Program Schedule for each Program within the Program Portfolio.

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

5.1.2 The Contractor's duties are more fully described in each Program Schedule and the corresponding Program Guide.

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

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

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

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5.4.1 Performance Measures. Each Program Schedule and/or Program Guide will include the Performance Measures in accordance with the Contractor will be expected to perform its services for that Program. Without limiting any term or condition of the Agreement, failure by Contractor to meet the Performance Measures (including any deadlines therein) constitutes a default under the Agreement. Time is of the essence with respect to Contractor's compliance with the stated Performance Measures of each Program.

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

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

5.5 Contractor Administrative Duties

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

5.5.2 Advertising and Publicity. The Contractor shall not issue or sponsor, and it will require its Subcontractors, if any, not to issue or sponsor, any advertising or publicity that states or implies, either directly or indirectly, that the Association endorses, recommends or prefers the Services of the Contractor and/or those of any Subcontractor. The Contractor shall not use, and shall require that its Subcontractors, if any, not use the Association logo in any fashion without the Association's President's written approval (or that of his/her authorized representative).

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

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000095."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United State Government. Neither the United States Government nor any agency thereof, nor

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any of their employees, makes any warranty, express, or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

5.6 Ethics

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

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

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

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

5.7 Statement of Federal Stewardship. DOE will exercise normal Federal stewardship in overseeing the project activities under this award. Stewardship activities include, but are not

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limited to, conducting site visits, reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that award objectives have been accomplished.

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

ARTICLE 6 – THE CONTRACTOR'S CONTRACTS WITH SUBCONTRACTORS

6.1 Subcontractor Notification.

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

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

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

6.3 The Contractor shall certify that its Subcontractors:

6.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or Association or by any state department or agency;

6.3.2 Have not within a three-year period preceding the subcontract been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

6.4.3 The Subcontractor shall treat non-public information in a manner consistent with the requirements of Article 11 (Confidential Information) of the Agreement;

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

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

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

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

6.6 Davis-Bacon Compliance. The Contractor shall include in its contract with each subcontractor, a provision requiring compliance with the applicable provisions of the Davis-Bacon Act as provided in provision 5.4.3 hereof.

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6.7 Compliance with Federal, State and Local Laws. The Contractor shall include in its contract with subcontractor, a provision requiring subcontractor to obtain any required permits and abide by Federal, State, and Local laws as provided in provision 5.4.4 hereof.

6.8 Procurement: In accordance with the provisions of 10 CFR 600.144, the contractor shall establish written procurement procedures or abide by established and appropriate governmental procurement procedures. These procedures shall provide, at a minimum, that:

A. All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that paragraphs (A) (1), (2) and (3) of this section apply.

(1) Contractors avoid purchasing unnecessary items and services.

(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.

(3) Solicitations for goods and services provide for all of the following.

(i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

B. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of DOE awards shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

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(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

C. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the contractor but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

D. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

E. Contractors shall, on request, make available for LACAP and LHFA, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(1) A contractor's procurement procedures or operation fails to comply with the procurement standards in this contract provision.

(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently \$25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(4) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

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(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

F. The procurement procedure shall inform potential bidders or proposers of the necessity that the successful entity or entities shall be qualified to perform housing weatherization and shall be required to use weatherization personnel who have received the proper training in accordance with Weatherization State Plan.

(1) In no case shall any obligation to pay such interest penalties be construed to be an obligation of the Federal government, and

(2) Any payment of such interest penalties may not be made from DOE funds nor be counted toward meeting a cost sharing requirement of a DOE award.

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

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

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

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

ARTICLE 7 – DUTIES OF THE ASSOCIATION

7.1 The Association has the duty to administer the Programs.

7.2 Provision of Information to the Contractor. The Association shall furnish the Contractor with information determined by the Association to be required for the orderly performance of the Contractor's duties under the Agreement, including information regarding changes in the Association's policies and procedures affecting any matter relevant to the Contractor's performance of the Agreement, although nothing herein limits the Contractor's responsibility for

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keeping current with modifications to the Guide in accordance with Paragraph 5.5.1 (Delivery of and Modification to the Program Guide) of the Agreement.

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

7.4 Compensation of a Contractor. The Association shall compensate Contractor for its services in accordance with this Agreement.

ARTICLE 8 – THE CONTRACTOR’S COMPENSATION

8.1 General. In exchange for the Services rendered pursuant to the terms of the Contract, and the Program Guide, the Contractor will receive the fees as set forth in the Program Schedule.

8.2 Withdraws. In the event the Association withdraws a Program due to the Contractor’s failure to perform in accordance with the Agreement, or in the event that the Contractor terminates the Agreement in accordance with Section 13.3.2 (Right of a Public Entity Contractor to Terminate for Convenience), the Contractor will be paid at the point of withdrawal an amount the Association determines is equal to the value of the Services performed by the Contractor with respect to such Program based on the Fees set forth in the Program Schedule. In the event the Association withdraws a Program for any reason set forth in Section 4.2.2, other than for the reasons specified in Section 13.1, the Director shall pay the Contractor for its services an amount equal to the value of the Services performed by the Contractor with respect to such Program based on the Fees set forth in the Program Schedule. The aforesaid payments and reimbursement are paid subject to the Director’s right of set-off or recoupment. Payment to the Contractor will be withheld until all records pertaining to the subject Program are returned to the Association.

ARTICLE 9 – INDEMNIFICATION

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

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

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

ARTICLE 10 – REPRESENTATIONS AND COVENANTS

10.1 The Association represents as follows:

10.1.1 The Association's President and/or his/her authorized representative has the power and authority required to execute, deliver and perform the Agreement on behalf of the Association.

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

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

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

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

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

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

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

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

10.2.6 The representations made in the documents submitted by Contractor and relied on by the Association in entering into this contract are true and correct.

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

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

10.2.7.2 Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for omission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

ARTICLE 11 – CONFIDENTIAL INFORMATION

11.1 The Contractor shall abide by all laws and regulations concerning confidentiality, which safeguard information and the client information including Louisiana's Confidentiality Law. R.S. 46:56.

ARTICLE 12 – BOOKS, RECORDS AND CONTRACTOR OVERSIGHT

12.1 Recordkeeping and Reporting Requirements.

12.1.1 General.

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(a) Maintenance of Substantiating Documentation. At all times during the Term of the Agreement and for 3 years following Expiration or Termination, the Contractor shall maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Contractor, and all photocopies or reproductions thereof, relevant to the Contractor's performance under the Agreement (all of which shall collectively constitute the "Records"). The Contractor shall require its Subcontractors to maintain a complete and accurate set of files, books, documents, papers, reports and records of all business activities and operations conducted by the Subcontractor, and all photocopies or reproductions thereof, relevant to Subcontractor's performance of the requirements of the Agreement. The Contractor shall maintain at its principal places of business, or a convenient, secure location off-site, the final reports or other final work product and Records prepared by the Contractor and its Subcontractors. All Records stored off-site shall be available to the Association upon 48 hours notice to the Contractor. All Records collected or prepared by the Contractor or Subcontractors, or related to the Contractor's performance under the Agreement shall be the property of the Association and shall not, in any manner, be construed to be the property of the Contractor.

(b) Production of Records to Association. The Contractor shall promptly forward such Records as the Association shall require in writing.

(c) Contractor will be required to submit certain reports for each Program in its Program Portfolio, as will be outlined in the Program Schedule and/or Program Guide. Failure of Contractor to submit reports on time shall be deemed a default and/or may be the basis for withholding payments, suspension or termination of the contract and/or withdrawal of the Program(s) that are relative to certain reports.

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

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

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

(a) Access to Books and Records. At all times during the Term of the Agreement and at all times during the three (3) year period following the Expiration or Termination of the Agreement, Association and its duly authorized agents, representatives, employees, or other Government Association may, upon forty-eight (48) hours notice, enter upon the Contractor's place of business and, during business hours, inspect, audit, and copy: (i) any Records held by the Contractor relevant to Contractor's performance under the Agreement; and (ii) any Records held by the Subcontractor relevant to Contractor's performance under the Agreement. Contractor shall not require unreasonable prior notice or otherwise limit the access of the Association or its duly authorized agents,

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representatives or employees when they seek to perform such examination of the Records held by Contractor or any Subcontractors. Contractor shall also make available to the Association the appropriate staff for purposes of conducting a Records review or for other reasonable purposes.

(b) Subcontracting and Books and Records Access. Contractor agrees to include in subcontracts under the Agreement a clause to the effect that the Association or its duly authorized agents, representatives or employees, or other Government Association may, until three years after final payment under the subcontract, at such reasonable times as the Association may determine, inspect, audit and copy any of Subcontractor's Records relevant to their performance related to the Agreement. Such clause shall provide that Subcontractor may require up to 48 hours notice and will not otherwise limit the access of the Association or its duly authorized agents, representatives or employees when they seek to perform such examination of the Records of the Subcontractor.

(c) Period of Examination. The periods of access and examination in subsections (a) and (b) above for Records relating to (1) litigation or settlement of claims arising from the performance of the Agreement, or (2) costs and expenses of the Agreement shall continue until such appeals, litigation, claims, or exceptions are disposed of.

12.2 Audit Requirements

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

If Contractor expends \$500,000 or more in federal funds annually, Contractor is required to obtain a single audit. Contractor shall inform the Association within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Association a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in OMB Circular A-133 revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations, and any other applicable State and/or Federal regulations. Contractor shall furnish the Association with two (2) copies of the audit covering funds awarded under this contract. All reports and engagement letters are to be forwarded to the Louisiana Association of Community Action Partnerships, Inc.

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

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If Contractor expends less than \$500,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised August 1, 2004) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit. Upon completion of the audit, two (2) copies of this report shall be forwarded to: Louisiana Association of Community Action Partnerships, Inc.

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

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

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

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

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

13.1.4

a) The Contractor files a petition for bankruptcy, reorganization or arrangement under any Federal or State statute, or makes an assignment for the benefit of creditors or takes advantage of any insolvency statute or similar statute.

b) If a receiver or trustee is appointed for the property and assets of Contractor and such receivership is not discharged within sixty (60) Days of such appointment;

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

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

13.1.7 The Contractor, or those acting on its behalf (including Subcontractors), takes any action: (i) which is not permitted by the Agreement or not in accordance with Contractor's

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responsibilities in ensuring performance of the Agreement executed by the Association; (ii) which is not within the scope of Contractor's duties under the Agreement; (iii) which is not within Contractor's authority under the Agreement; (iv) which amends any document which is a part of the Agreement or incorporated in the Agreement without the Association's approval; (v) which fails to comply with Association rules or regulations or statutes and Regulations of the branch of Federal government providing the funds; or (vi) which would constitute a violation of any Federal, State or local law.

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

13.1.9 An Anticipatory Breach has occurred under the Agreement.

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

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

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

13.3 Termination for Convenience

13.3.1 Right of Association to Terminate for Convenience. The Association may, at its option and at any time, terminate the Agreement regardless of whether Contractor is in default in the performance of any of its obligations under the Agreement if such Termination is in the best interests of the Association. In the event the Association terminates the Agreement for convenience, the Association shall pay the Contractor for its Services an amount based on the Fees set forth in the Program Schedule.

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

13.4 Procedures for Termination.

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

13.4.2 Notice for Termination for Convenience. In the event the Association wishes to terminate the Agreement for reasons of convenience, the Association shall provide the Contractor with twenty (20) Days advance written notice of the Termination. The Termination will be effective at the end of the twenty (20) Day period.

13.4.3 Books and Records. Upon the Expiration or upon receipt of notice of Termination of the Agreement, Contractor, as directed by the Association, either will immediately deliver all Records to the control of the Association or Association's authorized agent at Association's sole expense or will hold the Records for up to a three (3) year period. During this period, Contractor shall continue to maintain Records relevant to its performance under the Agreement at its principal place of business, or a convenient, secure location off-site, which shall be accessible to the Association upon 48 hours notice to the Contractor. Association shall have the right to enter upon Contractor's place of business or off-site location to take physical possession and control of the Records, and the Association may restrain any breach of the provisions of this Section 13.4.3 by injunction. Contractor may, at its own expense, make and maintain copies of the Records for its files for the period up to three (3) years following Expiration or Termination of the Agreement, subject to Contractor's obligation to maintain the confidentiality of all Nonpublic Information in such materials in accordance with Federal and state law, as well as federal and Association regulations. In all events, Contractor shall at the end of the three (3) year period following Expiration or Termination of the Agreement deliver the Records to the Association or Association's authorized agent at Contractor's sole expense, unless it has previously done so at the Association's request. Contractor expressly waives all right to any statutory or possessory lien on the Records. Contractor may request the Association to return to Contractor copies of any Records that have been previously delivered to the Association under this section and have not been destroyed, for a limited period of time, as necessary for Contractor to satisfy state law audit and other governmental requirements. Contractor's request shall identify the Records and the governmental requirement for which the Records are sought.

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

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

13.6 Further Assurances. Contractor shall cooperate with the Association after Termination of the Agreement to execute and deliver such documents as the Association may request to carry

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out the terms and provisions of the Agreement, provided that such documents shall not increase the Contractor's liabilities or diminish the Contractor's rights under the Agreement.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

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

14.2 Public Law 103-227, Part C. Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Contractor expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

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

14.2.2 If to Association, to:

**Louisiana Association of Community Action Partnerships, Inc.
11637 Industriplex Boulevard
Baton Rouge, LA 70809**

14.2.3 If to Contractor to:

**Lafourche Parish Council/ Office of Community Action
P. O. Box 425
Mathews, LA 70375**

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

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

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

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

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

14.4 Intellectual Property Provisions. The intellectual property provisions applicable to the DOE award under this program are referenced at:
http://www.gc.doe.gov/financial_assistance_awards.htm.

14.5 Lobbying Restrictions. None of the funds obligated under this Contract shall be extended, directly, or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

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

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

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

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

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

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

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

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

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

14.15 Communications with the Media. Neither Contractor nor its employees shall communicate with, or provide information to, members of the press or other media regarding its agreement with, or work for, the Association without the Association's prior approval, which will not be unreasonably withheld. Association and the Contractor will establish procedures to expedite compliance with this Section 14.12. Nothing here shall preclude a Contractor from attending and participating in a public meeting that is also being attended and/or reported on by members of the press or other media. In the event that Contractor is approved to communicate or provided information to members of the press or other media, Contractor shall do so in compliance with Section 508 of Public Law 103-333.

14.16 Public Law 103-333, Section 508. Section 508 of Public Law of 103-333 provides in pertinent part that statements, press releases, requests for proposals, bid solicitation and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and

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recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Contractor expressly agrees that it will comply with Public Law 103-333, Section 508.

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

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

14.19 Third Party Beneficiaries. Contractor and Association agree that there are no parties which are third party beneficiaries to the Agreement.

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

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

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ITEM 2

PROGRAM SCHEDULE For the Administration of the Weatherization Assistance Program (WAP)

Lafourche Parish Council/ Office of Community Action

Background

This Program Schedule facilitates the expenditures of the Department of Energy, Weatherization Assistance Program (WAP) funds for low-income persons as they have been made available under 10 CFR Part 440. Funds must be expended and all services shall be performed in accordance with the requirements of 10 CFR Part 600, the Weatherization Assistance State Plan in effect during the period of this agreement and with the policies and procedures of the Louisiana Association of Community Action Partnerships (LACAP).

Program Description

The objectives of WAP are to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve the health and safety, especially of low-income persons who are particularly vulnerable such as elderly, the handicapped, and children.

Through WAP, trained crews install weatherization measures on eligible dwellings. Typical measures may include installing insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load consumption. Weatherization crews also eliminate immediate and/or obvious health and safety hazards before, or arise because of, the installation of weatherization materials.

Statement of Work

Attachment "A" hereto and incorporated herein, the following services shall be provided under this Program of the Agreement: conducting outreach activities, intake of applications, determining household and unit eligibility, installing the most cost effective weatherization materials as determined by priority lists, providing energy conservation education, and adhering to reporting requirements.

Contractor shall install materials in compliance with manufacturer specifications and warranties. Contractor shall warrant all workmanship relative to this Program Schedule for a period of one year from the date of service. (The "date of service" shall be the date the work was completed.)

Contractor shall perform all work relative to this Program Schedule by **June 30, 2012**.

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Terms of Payment

Contractor must actually expend or obligate money before requesting reimbursement. Requests for reimbursement shall be submitted monthly and shall be received in the LACAP, Energy Department, on or before the 10th day of the month following the month the services are delivered and expenditures are incurred. Failure to fully complete the required documents, including statistical data, may result in the form being returned without payment or being held until such time as the correct information is received by LACAP. Payment will be made only upon approval of the LACAP Administration.

Advances on DOE Contracts – Contractors may, at the beginning of the Department of Energy Contract, request an advance on contract and are encouraged to do so. Contract advances are available for Department of Energy Contract Allocations only. Agencies are not authorized to request an advance that will exceed thirty days cash needs for the Contractor's Weatherization Assistance Program. In no instance may advanced funds be used for any other program. Advances must be based on the overall cash needs of the program for a specific period of time and not necessarily as a straight percentage of the funding source. One single advance will be given at the start of the contract to act as working capital until a reimbursement for prior expenses is received. Subsequent requests for funds should only be for reimbursements of actual expenses.

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

Audit Requirements

Contractor grants to the State of Louisiana, the Office of the Legislative Auditor, the Inspector General's Office, the Federal Government and/or other such officially designated bodies, including the Louisiana Association of Community Action Partnerships, Inc., the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities.

If Contractor expends \$500,000 or more in federal funds annually, Contractor is required to obtain a single audit. Contractor shall inform LACAP within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Agency a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in OMB Circular A-133 revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations, and any other applicable State and/or Federal regulations. Contractor shall furnish the Agency with two (2) copies of the audit covering funds awarded under this contract. All

ITEM 2

reports and engagement letters are to be forwarded to the Louisiana Association of Community Action Partnerships, Energy Department.

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

If Contractor expends less than \$500,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised January 1, 1998) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit. Upon completion of the audit, two (2) copies of this report shall be forwarded to: Louisiana Association of Community Action Partnerships, Energy Department.

Performance Standards

LACAP has developed performance standards for contractors administering the WAP. Contractors are required to be in compliance with the standards throughout the 2011 program year effective July 1, 2011 through June 30, 2012. LACAP's Energy Department staff is available to work with Contractors throughout the program year to assist in meeting the standards. Contractors will be evaluated on compliance during monitoring visits by LACAP.

- A. **Active Energy Conservation Education.** Contractors shall require applicants to receive active, participatory energy conservation education, such as viewing a presentation or video, prior to receiving weatherization assistance. The education component of WAP provides an opportunity to promote the most efficient use of energy. The practice of simply handing out a pamphlet or brochure does not fulfill the energy conservation education requirement.
- B. **Electronic Storage of Applicant Data.** Contractors shall store applicant data electronically. At a minimum, stored applicant data shall provide for a means of ensuring that a dwelling unit is not weatherized more than once unless eligible for re-weatherization. The database shall allow for tracking by dwelling address, applicant name, and social security number.
- C. **Minimum Computer Requirements.** The following table lists the minimum requirements that contractors shall have in order to successfully submit payment requests electronically to LACAP. LACAP is currently developing a system whereby contractors can submit requests for payment electronically. In addition to expediting the payment process, electronic processing will reduce the occurrence of errors and will allow for easy tracking of payments.

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Computer Operating System	Windows 2000 OR Windows XP
Computer Resources Processor Speed Memory Speed Hard Drive	1.5ghz or faster 256mb of RAM 20 GB
Internet Connection Method	DSL OR Cable Modem
Internet Browser Version	Internet Explorer 6
Software	Word 2000; Excel 2000; Outlook 2000; MS Outlook for e-mail or compatible
Hardware	Laser Printer
Staff	One year experience or training in using computer to create documents and spreadsheets

Performance Measures

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

- By the conclusion of the program year, maintain an average cost per dwelling unit for the Program Operations cost category (DOE funds only) at \$6,500 relative to this Program Schedule.
- Meet or exceed production specified in the Production Schedule by June 30, 2012 or at any time during the fiscal period. If at any time during the Program Year LACAP determines that the citizens of the applicable parishes are not being served adequately, this contract may be reduced, suspended or terminated.
- Fully utilize all funding available.

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

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

All reallocations must be accomplished in accordance with the modification provisions and using the approved Budget Revision form.

Failure to meet or exceed any or all of these Performance Measures may result in suspension or termination of the contract. LACAP will monitor these measures throughout the program year.

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All financial and administrative records concerning the WAP are subject to review by LACAP staff.

Monthly Cost Reports

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

By the seventh (7th) day of the subsequent month (or next business day following the 7th day), each Contractor shall submit the appropriate invoices and supporting data to LACAP. Thereafter, LACAP shall, after having three (3) business days to process the invoices, including the preparation of the electronic copy of the data file that backs up the WAP Request for Payment submission, submit the request to LHFA by the tenth (10th) day of the applicable month (or the business day following the 10th). Upon LACAP's submission, LHFA shall then process the requests for payment and transfer the necessary funds into LACAP's bank account within seven (7) days. LACAP shall then disburse the funds to the Contractor within three (3) business days of the bank transfer.

Objective: Ensure the proper expenditure of funds.

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

Monthly Desk Reviews

2. **Expectation:** LACAP shall conduct monthly desk reviews of Contractor using information in the HES database and reports, as requested by LACAP, of Contractors. Protocol for monitoring must be agreed upon by LHFA and LACAP.

Objective: Ensure the production of Weatherization services under WAP.

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

ITEM 2

One-Month Failure to Produce

- 3. *Expectation:*** Contractor shall provide management and oversight ensuring the proper management of the WAP program and success of statewide production performance, in keeping with the approved state plan. Contractor shall 1) notify subcontractor in writing of its production failure, 2) require a written plan of corrective action and 3) make an on-site visit to any subcontractor that fails to meet its performance expectations one month at any time during the duration of this Agreement.

The Contractor's written notification to the subcontractor shall include that 1) the subcontractor failed to meet its performance production expectation, 2) that if it fails to meet the standards including making up the difference within two months' time, the subcontractor's allocations may be reduced and awarded to another subgrantee. 3) The notification shall also require the subcontractor's submission of a written corrective action plan within 10 days of subcontractor's receipt of the letter.

The on-site "Corrective Action Site Visit" shall be completed by Contractor within the month following the second month of missed performance expectations. At the site visit, Contractor shall ensure that the subcontractor understands its failure to meet the performance expectations, shall provide technical assistance, training and support as reasonably necessary to encourage the success of each subgrantee to meet its production performance expectations.

The corrective action shall be incorporated as part of an additional monitoring plan for the subcontractor until such time as production performance becomes acceptable, on par with the totality of the monthly targets of its performance production expectations.

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

Measure/Deliverable: Information in the HES database, monthly Production Performance Measures management report(s), copy of written notify to subgrantee of its failure to meet its performance expectations, and a "Corrective Action Site Visit Report"

Quality Assurance – Field Monitoring

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

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Inspect five percent (5%) of homes submitted as complete for quality assurance.

Objective: Ensure the quality of the production of Weatherization services.

Measure/Deliverable: Information in HES, Completed Monitoring Instruments, Monthly Reports.

Quality Assurance – Fiscal Controls

- 5. Expectation:** LACAP shall conduct a comprehensive fiscal evaluation of each Contractor at least annually, and shall address the fiscal deficiencies found in such evaluation through training and technical assistance to the Contractors, as needed.

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

Contractor shall ensure proper management and oversight of Contractor's financial progress and proper administration of WAP as required by 10 CFR 600 and all applicable laws, rules, regulations, guidelines and this Agreement.

Objective: Ensure the established fiscal standards are being followed.

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

Training and Technical Assistance

Training Assessments

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

Objective: Ensure the proper and adequate training to support the needs of the Contractors and their sub-contractors.

Measure/Deliverable: Submission of Annual Training Assessment forms and Submission of Training Schedule.

ITEM 2

Training

- 7. *Expectation:*** Contractors are required to adhere to EPA certification standards for renovation work performed on all eligible pre-1978 housing.

Objective: Ensure qualified staff is performing the measures required by EPA.

Measure/Deliverable: Certifications, policies and procedures obtained from each Contractor documenting compliance.

- 8. *Expectation:*** All agency employees, its contractors and sub-contractors must attend and complete required trainings at the LACAP training center. A training matrix showing the training requirements and schedule are attached as Attachment E.

Objective: Ensure all contractors and subcontractors are adequately trained.

Measure/Deliverable: Completed training requirements and schedule as required by training matrix attached as Attachment E.

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ITEM 2

Acceptance:

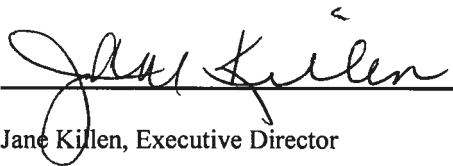
By signing below, Contractor (subgrantee) accepts this contract with Louisiana Association of Community Action Partnerships, and agrees to administer the PY2011 WAP as per the Contract, the WAP monitoring policy and other policies and procedures of the Louisiana Association of Community Action Partnerships, as amended from time to time.

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

CONTRACTOR:
**Lafourche Parish Council/
Office of Community Action**

ASSOCIATION:
**Louisiana Association of Community Action
Partnerships Inc.**

Signature of Duly Authorized Representative



Jane Killen, Executive Director

Print Name of Signatory

Print Title

SIGNED AT _____, LOUISIANA
THIS _____ DAY OF _____, 2011

SIGNED AT BATON ROUGE, LOUISIANA
THIS 6 DAY OF DECEMBER, 2011

ITEM 2

Attachment A

Weatherization Assistance Program

2011 Allocation

Agency	Parish	Administration	T & TA	Program Operations	Health & Safety	Vehicles & Equip.	Liability Ins.	Financial Audits	Total	Budgeted Units
Lafourche CA	Lafourche	\$2,252.95	\$2,644.00	\$21,516.77	\$1,324.20	\$0.00	\$2,500.00	\$0.00	30,237.92	4

ITEM 2

Attachment B

Weatherization Assistance Program

2011 DHHS Only WAP Allocation

Agency	Parish	Admin.	Program Operations	Health & Safety	Liability Insurance	IRP	Total	Budgeted Units
Lafourche CA	Lafourche	\$6,821.10	\$45,224.71	\$8,553.51	\$2,500.00	\$8,750.00	\$71,849.32	7

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Attachment C

Weatherization Assistance Program

2011 DHHS Supplemental WAP Allocation

Agency	Parish	Health & Safety	IRP	Budgeted Units
Lafourche CA	Lafourche	\$2,000.00	\$4,000.00	4

ITEM 2

Attachment D

PY 2011 Regular WAP Production Schedule

Lafourche Parish Council/OCA			
Month	DOE	LIHEAP	DOE + LIHEAP
	Contracted	Contracted	Contracted
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
January	0	0	0
February	0	0	0
March	0	0	0
April	2	2	4
May	1	3	4
June	1	2	3
Program Totals	4	7	11

ITEM 2

Attachment E

TRAINING MATRIX FOR THE LACAP WEATHERIZATION ASSISTANCE PROGRAM



Weatherization: The Big Picture* (24 Hours)	Health and Safety * (16 Hours)	Insulation (24 Hours)	Infrared Camera (16 Hours)	Mobile Homes (24 Hours)	Electric Baseboards (8 Hours)	HVAC (24 Hours)	EPA RRP Lead Renovator (8 Hours)	Building Envelope (24 Hours)	Auditor/Assessor (16 Hours)	CAZ (16 Hours)		
X	X	X		X								INSTALLER/ TECHNICIAN/RESIDENTIAL RETROFIT WORKER CLASSIFICATION Weatherization Worker/ Installer (Agency Crewmembers - Required; Contractor Worker - Recommended) After WX: The Big Picture(24 hrs.)/Health & Safety(16 hrs.): Minimum of 48 hours of Continuing Education required annually. First year from date of hire: 88 hours; Second year and beyond: 48 hours per year
X	X	X	X	X	X	X	X	X			X	CREW CHIEF RESIDENTIAL RETROFIT WORKER CLASSIFICATION Crew Chief/Crew Leader/Wap Director (Agency - Required; Shell Contractor - Required) After WX: The Big Picture(24 hrs.)/Health & Safety (16 hrs.): Minimum of 72 hours of Continuing Education required annually. First year from date of hire: 112 hours; Second year and beyond: 72 hours per year
X	X	X	X	X	X	X		X	X	X		ENERGY AUDITOR RESIDENTIAL RETROFIT WORKER CLASSIFICATION Auditor/Assessor (Agency Crewmember - Required; Contractor - Required) After WX: The Big Picture(24 hrs.)/Health & Safety (16 hrs.): Minimum of 72 hours of Continuing Education required annually. First year from date of hire: 112 hours; Second year and beyond: 72 hours per year
X	X	X	X	X	X	X	X	X	X	X		QUALITY ASSURANCE PROFESSIONAL/ INSPECTOR RESIDENTIAL RETROFIT WORKER CLASSIFICATION Monitor (State Level - Required) All classes must be attended and passed within 12 months of hire.**
X	X											SPECIALITY CLASSIFICATION Specialty Contractor (Electrician, Plumber, HVAC - Required) Must take both classes within 90 days of signed contract. Crew Chief or higher equivalent (owner/proprietor) must attend.

***Weatherization: The Big Picture and Health & Safety**
Must be completed within 90 days from the date of hire (Agency Crewmember) or date from when Contract is signed (Contractor). Failure to meet this requirement will result in no longer being eligible to participate in the WAP. Existing workers (crewmembers) have 90 days from date of executed agency contract with LACAP if they have not met the requirement prior to execution of same. Existing crewmembers may have made significant progress towards the annual requirement. Please check your training log.

**** Existing monitors will be evaluated, but must take 72 hours of continuing education at a minimum.**

ITEM 3

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION HIRING MICHAEL GEE OF PORTEOUS, HAINKEL & JOHNSON, LLP IN THE MATTER OF THE CLOVELLY LEASE AGREEMENT TO TAKE ANY AND ALL NECESSARY ACTION AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the legal services of Michael Gee of Porteous, Hainkel & Johnson, LLP are necessary to take any and all necessary action as it relates to the Clovelly Lease Agreement; and

WHEREAS, this resolution was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves the hiring of Michael Gee of Porteous, Hainkel & Johnson, LLP in the matter of the Clovelly Lease Agreement to take any and all necessary action and authorizes the Parish President to sign, execute and administer any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on December 13, 2011, and does hereby approve the hiring of Michael Gee of Porteous, Hainkel & Johnson, LLP in the matter of the Clovelly Lease Agreement to take any and all necessary action and authorizes the Parish President to sign, execute and administer any and all relevant documents..

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Michael Gee, 212 West Fifth Street, Thibodaux, LA 70301; Lafourche Parish Government Office of Risk Management, Department of Finance, Department of Public Works and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this ____ day of _____.

ITEM 3

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**