

2002-0165

INTRODUCED BY: ALBERT D. LAQUE  
PARISH PRESIDENT

RESOLUTION NO. 5013

A resolution to authorize the Parish President to execute the Agreement with the Louisiana Housing Finance Agency for the Weatherization Assistance Program.

**WHEREAS**, the St. Charles Parish Department of Community Services is designated as the local agency to administer the Weatherization Assistance Program; and

**WHEREAS**, said program benefits the residents of St. Charles Parish by having more energy efficient homes; and

**WHEREAS**, it is the desire of the St. Charles Parish Council to avail itself of the opportunity to provide this program to the citizens of the Parish.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL**, do hereby authorize and designate the Parish President to execute the necessary documents, on behalf of St. Charles Parish, to participate in the Weatherization Assistance Program.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSETN NONE

And the resolution was declared adopted this 22nd day of April, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN

SECRETARY: *Barbara J. Jant*

DLVD/PARISH PRESIDENT: *April 23, 2002*

APPROVED

DISAPPROVED:

PARISH PRESIDENT: *Albert D. Laque*

RETD/SECRETARY: *April 23, 2002*

AT *3:35 pm* RECD BY. *BJJ*



During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions.

1. Contractor hereby agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Sec. 503 of the Rehabilitation Act of 1973, Sec. 202 of Executive Order 11246 as amended, Americans with Disabilities Act of 1990, and all requirements imposed by or pursuant to the regulations of the U S Department of Health and Human Services. Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, sexual orientation, handicap, political beliefs, disabled veteran, veteran status or any other non-merit factor.
2. Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the client confidentiality.
3. 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 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 \$300,000 or more in federal funds annually, Contractor is required to obtain a single audit. Contractor shall inform the Agency 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 24, 1997, 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 reports and engagement letters are to be forwarded to the Louisiana Housing Finance Agency, Energy Assistance Section.  
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 \$300,000 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 Housing Finance Agency, Energy Assistance Section.
4. Contractor agrees to retain all books, records, and other documents relevant to this contract and funds expended thereunder for at least three (3) years after final payment or as described in 45 CFR 74.53 (b), whichever is longer.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation.
7. Contractor agrees that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separately from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions". Contractor further agrees to accept payment made under the terms of the agreement in full for services rendered.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby against any proposition or matter having the effect of law being considered by the legislature or any local governing authority.
9. All records, reports, worksheets or any other materials related to this contract shall be property of the state.
10. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Prior written approval shall not be required for subcontracts entered into by Contractor for the purchase of supplies and services that are incidental but necessary for the performance of the work required under this agreement, unless otherwise specifically required in this agreement. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. In addition, no subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Any subcontracts approved by the Agency shall be subject to conditions and provisions, as the Agency may deem necessary.
11. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.

12. In the event the Agency determines that certain costs that have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Agency shall have the right to offset and withhold said amounts from any amount due the Contractor under this agreement for costs that have been deemed allowable
13. 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.
14. This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until required authorities of the Agency have executed the contract.
15. Any amendment to this agreement shall not be valid until both parties to the Contract have executed it.
16. Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, Also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned 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," as used in the previous sentence, includes grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT 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. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
17. The Agency may terminate this contract with cause, based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that the Agency shall give the Contractor written notice specifying the Contractor's failure, or without cause, provided that the Agency shall give Contractor thirty (30) days written notice. If within thirty (30) days after receipt of notice of cause, the Contractor has not either corrected such failure or thereafter proceeded diligently to complete such correction, then the Agency may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Agency to comply with the terms and conditions of this contract, provided that the Contractor shall give the Agency written notice specifying the Agency's failure
18. Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S 39:1524-1526.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW

St. Charles Parish  
 Department of Community Services  
 Name of Contractor

BY: *Albert D. Laque* 4/23/2002  
 Signature Date

Albert D. Laque, Parish President  
 Name and Title of person signing contract

STATE OF LOUISIANA  
 LOUISIANA HOUSING FINANCE AGENCY

*Helena R. Cunningham* 4/2/02  
 Helena R. Cunningham, President Date