

Name of Attachment: Attachment B: Leverage Documentation

Name of Applicant: Jefferson Parish Government (JP)

Name of File that Contains the Attachment: Attachment_B

CA



JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

December 5, 2014

PARISH COUNCIL

ELTON M. LAGASSE

Chairman, At- Large, Div. B

CHRISTOPHER L. ROBERTS

At- Large, Div. A

RICKY J. TEMPLET

Council District 1

PAUL D. JOHNSTON

Council District 2

MARK D. SPEARS

Council District 3

E. "BEN" ZAHN III

Council District 4

CYNTHIA LEE - SHENG

Council District 5

WESTBANK

POST OFFICE BOX 9
GRETNA, LA 70054
(504) 364-2600

EASTBANK

POST OFFICE BOX 10242
JEFFERSON, LA 70181-0242
(504) 736-6600

SONNY BURMASTER

Chief of Staff

EULA A. LOPEZ

Parish Clerk
OFFICE OF THE CLERK
GRETNA, LA 70054
(504) 364-2626

Mr. Mark Drewes, Director
Engineering Department
Yenni Bldg., Suite 802
Jefferson, Louisiana

Dear Mr. Drewes:

Enclosed for your records is a contract with **Hunt-Guillot & Associates, LLC** dated December 4, 2014 for development and completion of a FEMA approved Multi-Jurisdictional Hazard Mitigation Plan Update, for the Department of Engineering (**RFP No. 311**), as authorized by Resolution No. 123419 adopted by the Council on Wednesday, August 27, 2014.

Yours truly,

Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/ag

Enclosure

2014 DEC -8 PM 4:05

Agreement

Between

The Parish of Jefferson

And

Hunt-Guillot & Associates, LLC.

THIS AGREEMENT, (the "Agreement") is made and entered into on this 4th day of December, 2014, by and between the Parish of Jefferson, State of Louisiana, herein represented by its Council Chairman, Elton M. Lagasse of the Jefferson Parish Council (hereinafter referred to as the PARISH), duly authorized to act by Resolution No.123075, adopted on the 25th day of June, 2014 and Resolution No 123419, adopted on the 27th day of August, 2014, and Hunt, Guillot & Associates, LLC., duly authorized to do and doing business in the State of Louisiana, represented herein by Jay Guillot P.E. its Principal, (hereinafter referred to as the FIRM). PARISH and FIRM may be referred to herein as "PARTY", individually, and "PARTIES", collectively.

- 1.0 Administration of Agreement.** All work shall be under the direction of the Director of the Department of Floodplain Management or his designee, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.

- 2.0 Scope of Agreement.** FIRM shall provide assistance for development and completion of a Federal Emergency Management Agency (FEMA) approved Multi-jurisdictional Hazard Mitigation Plan Update. FIRM shall meet the scope of services as per the RFP No.0311 as amended and the FIRM'S written bid proposal dated May 16, 2014, copies of which are on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No.0311.

- 3.0 Operations.**
 - 3.1 Term.** The term of this Agreement shall commence on the date of the Jefferson Parish Council's ratification of the Agreement, and shall expire at midnight on the day immediately preceding the second anniversary thereof or the satisfactory completion of all services described herein, whichever occurs first.
 - 3.2 Locations.** FIRM shall operate out of any location agreed upon by both parties.
 - 3.3 Hours.** FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.
 - 3.4 Efficient and High Quality Operation.** FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.

- 3.5 Products and Necessities.** FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.
- 3.6 Items.** FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of the PARISH.
- 3.7 Licenses and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.
- 3.8 Compliance with Law, Rules and Regulation.** FIRM shall comply with all applicable laws, rules and regulations.
- 3.9 Duty and Responsibilities.** FIRM owes to MANAGER a duty to perform FIRM'S obligation under this agreement with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this Agreement.

4.0 Financial Matters.

- 4.1 Operating Expenses.** FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.
- 4.2 Payments.** PARISH shall pay FIRM in accordance with Exhibit A on a net thirty (30) basis from the date of receipt by PARISH. The contract cap shall not exceed Thirty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$33,750.00).
- 4.3 Appropriation Dependency.** Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

5.0 Records, Accounts and Reports.

- 5.1 Books and Records.** FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to MANAGER, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement. FIRM shall permit MANAGER and MANAGER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during FIRM'S normal business office hours, the books and records pertaining to the services provided under this Agreement. MANAGER's right

to audit, inspect, and make copies of FIRM's records shall be at the sole expense of MANAGER.

5.2 Periodic and/or Annual Reports. At any time, the MANAGER may request that the FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

6.0 Personnel.

6.1 Employees. FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

6.2 Appropriate Personnel. FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with MANAGER's employee policy. If MANAGER determines that any employee of the FIRM is unsatisfactory in any material respect, MANAGER shall request FIRM to exclude the employee or employees from work under this contract, and FIRM shall so comply with such request.

6.3 Non-Discrimination. FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, or disability.

6.4 Substitution of Personnel. FIRM acknowledges that this Agreement is contingent upon the personnel defined in FIRM's written proposal, and that if during the term of this Agreement, the FIRM is unable to provide those defined personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to the PARISH for approval prior to each personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By the PARISH as a consequence of the failure of FIRM to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of FIRM, provided the PARISH will give FIRM written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER) to cure any such failure.

- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By the PARISH for convenience by issuing FIRM thirty (30) days written notice.

8.0 Notice. Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH: Elton M. Lagasse
Council Chairman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, La. 70053
Phone No.: (504) 364-2626

FIRM: Jay Guillot, P.E.
Principal
603 Reynolds Drive
Ruston, LA 71270
866-255-6825
jguillot@hga-llc.com

8.1 Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

9.0 Independent Contractor. While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of the PARISH, and not as partner of, or joint venturer of PARISH. The PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of FIRM; or
- d. pay workman's compensation insurance premiums for coverage for FIRM.

9.1 FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

9.2 FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse PARISH for any and all costs it

incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

10.0 Insurance. FIRM shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. The PARISH may examine the policies at any time and without notice.

10.1 All policies and certificates of insurance of the firm shall contain the following clauses:

- a. FIRM insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the PARTIES that the insurance policy so affected shall protect both PARTIES and be the primary coverage for any and all losses covered by the below described insurance.
- b. The PARISH shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against the PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

10.2 Prior to the execution of this Agreement, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event FIRM hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
- c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

10.3 All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the PARISH as to form or substance; or if a company issuing any such policy shall be or

become unsatisfactory to the PARISH, FIRM shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

10.4 Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

11.0 General.

11.1 FIRM shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any PARTY, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this Agreement.

11.2 Further, FIRM hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

11.3 FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the PARISH makes no representations or warranties to the contrary.

11.4 FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability.

11.5 This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of the PARISH, in PARISH'S sole discretion.

11.6 This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall

be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

11.7 It shall be the duty of every PARISH officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the PARISH, and the duty of every applicant for certification of eligibility for a PARISH contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). Every PARISH contract and every bid, proposal, application or solicitation for a PARISH contract, and every application for certification of eligibility for a PARISH contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of the Jefferson Parish Code of Ordinances Section 2-155.10(19).

11.8 This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) RFP 0311 & addenda;
- 3) Resolution No. 113646
- 4) FIRM's written proposal;

[Remainder of page intentionally left blank, signature page to follow]

IN TESTIMONY WHEREOF, this Agreement is executed in four (4) originals, the day and year first above written.

Witnesses:

Parish of Jefferson

Norma Linder

Printed Name: Norma Linder

By: Elton M. Lagasse

Elton M. Lagasse, Chairman
Jefferson Parish Council

Ann H. Guidry

Printed Name: Ann H. Guidry

Witnesses:

Hunt, Guillot & Associates, LLC

Kelly Flowers

Printed Name: Kelly Flowers

By: Jay Guillot

Jay Guillot, P.E.
Principal

Kim Hodge

Printed Name: Kim Hodge

[Remainder of page intentionally left blank, witness attestation page to follow]

STATE OF LOUISIANA

PARISH OF LINCOLN

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Kim Hodge, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Jay Guillot of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of Kelly Flowers, the other subscribing witness.

Kim Hodge

WITNESS

Sworn to and Subscribed before me

This 18 day of September, 2014.

Dana B. Norman # 40458

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Ann H. Guidry, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Elton M. Lagasse of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of Norma Limer, the other subscribing witness.

Ann H. Guidry

WITNESS

Sworn to and Subscribed before me

this 5 day of December, 2014.

John J. Kelley

NOTARY PUBLIC

**John J. Kelley
Notary Public
LA Bar No. 35506
Parish of Jefferson, State of LA
My Commission is issued for Life**

Handwritten text, possibly a signature or date, located at the bottom center of the page.

EXHIBIT A

PROGRAM MANAGEMENT SERVICES

Purpose: Jefferson Parish has procured the Services of Hunt Guillot and Associates (HGA) to provide assistance with the Hazard Mitigation Plan Update.

Scope of Work: HGA will provide select services required to complete the Plan Update including all necessary services outlined below.

Invoicing Fees: Program Management fees will be invoiced for work performed/milestones completed on and will be accompanied with necessary deliverables as supporting documentation.

Plan Update Tasks and Deliverables for Billing:

Tasks to be Performed:

1. Assist Jefferson Parish Floodplain Management and Hazard Mitigation Department analyze Hazard Risks and Community assets identified by Jefferson Parish, City of Gretna, City of Kenner, City of Westwego, City of Harahan, Town of Grand Isle and Town of Jean Lafitte.
2. Summarize Vulnerability of each risk
3. Create problem statements based on vulnerability summary.
4. Identify Mitigation actions
5. Evaluate and prioritize mitigation actions
6. Conduct planning level BCA
7. Summarize mitigation strategy/action plan
8. Participate in planning meetings and provide meeting minutes
9. Facilitate outreach meetings
10. Assist with revision requests and attend council meetings for adoption

TASK ORDER BILLING:

1. **Risk Analysis/Vulnerability Summary and Statements (35% of the contract price which is equal to \$11,812.50)**
Deliverable: Analysis summary
2. **Identify, Evaluate, and Summarize mitigation actions (35% of the contract price which is equal to \$11,812.50)**
Deliverable: Mitigation Action Plan summary
3. **Planning Meeting Attendance and Participation & Facilitate Outreach Meetings (20% of the contract price which is equal to \$6,750.00)**
Deliverable: Sign in sheets
4. **Approval/Adoption (10% of the contract price which is equal to \$3,375.00)**
Deliverable: Final approval letter from FEMA

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 123419

A resolution ratifying an Agreement with **Hunt, Guillot & Associates, LLC.** to provide assistance for development and completion of a FEMA approved Multi-jurisdictional Hazard Mitigation Plan Update under RFP No. 0311. (Parishwide)

WHEREAS, pursuant to Resolution No. 122544, adopted March 19, 2014, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals assistance for development and completion of a FEMA approved Multi-jurisdictional Hazard Mitigation Plan Update; and

WHEREAS, public bids are not mandated by law and technical requirements inherent in services dictate that price is not the sole criterion, it is in the best interest of Jefferson Parish to obtain competitive proposals as allowed by Section 2-895 et. seq. and further allowed FEMA procurement regulations from bona fide and qualified proposers who are interested in providing assistance to Parish for the Hazard Mitigation Plan Update services; and

WHEREAS, pursuant to Resolution No.123075, adopted June 25, 2014, the Jefferson Parish Council selected **Hunt, Guillot & Associates, LLC.** to provide assistance for development and completion of a FEMA approved Multi-jurisdictional Hazard Mitigation Plan Update.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. The attached Agreement with **Hunt, Guillot & Associates, LLC.** to provide assistance for development and completion of a FEMA approved Multi-jurisdictional Hazard Mitigation Plan Update under RFP No. 0311 is hereby ratified.

SECTION 2. costs associated with this agreement will be charged to Account No. 21410-1240-281-7331-14144-001.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 6 NAYS: None ABSENT: (1) Roberts

The resolution was declared to be adopted on this the 27th day of August, 2014.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



**EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL**

On motion of Mr. Lagasse, seconded by Mr. Roberts, the following ordinance was offered as amended:

SUMMARY NO. 24214 ORDINANCE NO. 24918

An ordinance amending the 2015 Capital Budget of Jefferson Parish, and providing for related matters. (Parishwide)

SECTION 1. That the 2015 Capital Budget is amended by adjusting the revenues and/or expenditures within the following projects:

BONNABEL BOAT LAUNCH

Revenues		
44680-4460	Appropriate	\$500,000
(Unappropriated Fund Balance)		
Expenditures		
Bonnabel Boat Launch-Ramp Repairs		500,000
(Project 46010.007)		

ROADS/SEWER SALES TAX CAP

Revenues		
44200-4460	Appropriate	\$482,054
(Unappropriated Fund Balance)		
Expenditures		
Veterans to W. Esplanade		482,054
(Project 42023.030)		

COUNCIL DRAINAGE CAPITAL

Revenues		
45160-0000-5911.22320		\$102,000
(Trf fr Cons Drain Dist #2)		
Expenditures		
West Esplanade to Canal #12		102,000
(Project 51613.001)		

CONSOL SEWER CAP PROJECTS

Expenditures		
Gruner & Loumor Lift Station		(\$1,505,200)
(Project 41805.107)		
Cooper & Wilbur L/S Upgrades		860,000
(Project 49412.013)		

07 ROAD & STREET CAPITAL

Expenditures		
Cutty Sark & Titanic Lift Station		\$645,200
(Project 41803.107)		

EB SEWER IMPROV & RENOV

Revenues		
45040-0000-5911.53000		\$2,400,000
(Trf fr EBCS)		
Expenditures		
Plant Odor Control		2,400,000
(Project 50412.003)		

CONSOL SEWER CAP PROJECTS

Expenditures		
Rehab Prog - Meadowbrook		(\$1,000,000)
(Project 49404.004)		
Redirect Flows in David Dr. Area		1,000,000
(Project 49412.012)		

STREETS CAPITAL PROJECT

Revenues		
45400-0000-5911.22200		\$128,000
(Trf fr Streets)		
Expenditures		
Peters R. Bridge Extensions		128,000
(Project 45014.007)		

PARISHWIDE GOVERNMENT BLDG

Revenues		
45850-0000-5911.22060		\$10,000

(Trf fr Hlth Prem Rtn Fd)

Expenditures

Jefferson Sr Ctr – Parking Lot Expansion 10,000
(Project 58514.027)

COUNCIL DISTRICT PROJECTS

Revenues

44530-0000-5911.22040 \$400,000
(Trf fr C D Riverboat Gam)

Expenditures

Flood Protection Projects 400,000
(Project 45311.180)

FIRE TRAINING FAC IMPROVEMENTS

Revenues

44910-0000-5911.22040 \$50,000
(Trf in fr CD WBRBG)

Expenditures

Facilities Improvements (16,561)
(Project 49110.001)
Facilities Improvements 50,000
(Project 49110.001)

U. S. MISC GRANTS

Revenues

21410-0000-5220.13 \$252,184
(Gov Ofc Home Sec/Emer Prp)
21410-0000-5911.22100 67,500
(Trf fr EB Cons Fire)
21410-0000-5911.44910 16,561
(Trf fr Fire Training Fac)

Expenditures

Statewide Generator-EBCFD 270,000
(Project 14149.001)
Statewide Generator-JP Training Complex 66,245
(Project 14149.002)

U. S. MISC GRANTS

Revenues

21410-0000-5220.13 \$8,327,531
(Gov Ofc Home Sec/Emer Prp)
21410-0000-XXXX 2,775,844
(Non-Federal Share)

Expenditures

HMPG – Gustav/Ike Elevation 11,103,375
(Project 14137.XXX)

U. S. MISC GRANTS

Revenues

21410-0000-5911.53010 \$9,000
(Trf fr WW #1)
21410-0000-5911.53000 9,000
(Trf fr EBCS)
21410-0000-5911.22320 9,000
(Trf fr Cons Drain Dist #2)
21410-0000-5911.22200 9,000
(Trf fr Streets)
21410-0000-5911.63860 9,000
(Trf fr Environmental)

Expenditures

HMPG – JP Plan Update 45,000 *
(Project 14144.XXX)

*\$45,000 is for contract amendment for preparation of NDRC Phase 1 application

C D B G

Revenues

21280-0000-5911.22040	\$60,000
<hr/>	
<u>(Trf fr C D Riverboat Gam)</u>	

Expenditures

Rickey Jackson Comm Hope Foundation	20,000
<hr/>	
<u>(Project 12114.100)</u>	

EEE Prison Re-entry Assistance	40,000
<hr/>	
<u>(Project 12240.001)</u>	

SECTION 2. That the Finance Director is authorized to perform such ancillary transactions as are necessary to give full force and effect to this ordinance. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 4th day of March, 2015, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption, thereafter, upon signature by the Parish President or, if not signed by the Parish President upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

On the motion of **Mr. Lagasse** , seconded by **Mr. Roberts** , the following resolution was offered:

RESOLUTION NO. 124492

A resolution ratifying the Subaward Agreement with the University of New Orleans Research and Technology Foundation under the Lake Pontchartrain Basin Restoration Act of 2000 to design the N. Hullen and Veterans Force Main Extension/Edenborn and Veterans Force Main Extension with Lift Station Improvements for a federal funding amount of \$50,000.00 and a Parish matching amount of \$59,000.00; Sewerage Capital Improvement Program Project No. D5613 (Council District 5).

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana states that for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies or with any public or private association, corporation or individual; and

WHEREAS, THE UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION is a state agency of the State of Louisiana; and

WHEREAS, the Parish of Jefferson is a local governmental subdivision of the State of Louisiana; and

WHEREAS, this agreement is considered a subaward to Assistance Agreement No. BR-00F92401 (FY14/Year 13) between the Foundation and the U.S. ENVIRONMENTAL PROTECTION AGENCY; and

WHEREAS, the Lake Pontchartrain Basin Foundation has identified sewer system overflows as a major pollution to Lake Pontchartrain; and

WHEREAS, the objective of this project is to design the N. Hullen and Veterans Force Main Extension/Edenborn and Veterans Force Main Extension with Lift Station Improvements; and

WHEREAS, the Parish of Jefferson shall conduct for the UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION (Lake Pontchartrain Basin Restoration Program) the services as outlined in Attachment "A" (FY14 Work plan) of the subaward agreement between the Parish and the Foundation and has facilities and staff available to conduct such services; and

WHEREAS, the Foundation is obligated to pay the Parish \$50,000.00 in federal funds in consideration of services performed; and

WHEREAS, the Parish is responsible for the matching amount of \$59,000.00; and

WHEREAS, payments under this Subaward Agreement with the Foundation are subject to the availability of funds to the Foundation under its cooperative agreement with the EPA; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of the Parish and the Foundation.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Subaward Agreement with the University of New Orleans Research and Technology Foundation under the Lake Pontchartrain Basin Restoration Act of 2000 to N. Hullen and Veterans Force Main Extension/Edenborn and Veterans Force Main Extension with Lift Station Improvements as detailed in Attachment "A" (FY14 Work plan) at a cost of \$59,000.00 to the Parish be and is hereby ratified.

SECTION 2. That the University of New Orleans Research and Technology Foundation is obligated to pay Jefferson Parish \$50,000.00 in federal funds in consideration of services performed and Jefferson Parish is responsible for the matching amount of \$59,000.00 for a total agreement cost of \$109,000.00.

SECTION 3. That the cost of this agreement that Jefferson Parish is responsible for in the amount of \$59,000.00, is to be charged to Account No. 44940-4023-7451

(49410.008).

SECTION 4. That the Chairman of the Jefferson Parish Council or in his absence the Vice Chairman, be authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 4th day of March, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL



JEFFERSON PARISH
PUBLIC WORKS
DEPARTMENT OF SEWERAGE

JOHN F. YOUNG, JR.
PARISH PRESIDENT

LINDA DALY, P.E.
DIRECTOR

February 9, 2015

Honorable Christopher L. Roberts
Jefferson Parish Council Chairman
1221 Elmwood Park Blvd., Suite 1001
Jefferson, Louisiana 70123

RE: University of New Orleans
Research and Technology Foundation
N Hullen & Veterans FM/Edenborn & Veterans FM
SCIP Project No. D5613
Council District No 5

Dear Chairman Roberts:

Council ratification is herein requested to ratify a Subaward Agreement with the University of New Orleans Research and Technology Foundation to design the N. Hullen & Veterans Force Main Extension/Edenborn & Veterans Force Main Extension with Lift Station Improvements for a federal funding amount of \$50,000.00 and a Parish matching amount of \$59,000.00; SCIP D5613 (Council District 5).

If in order, kindly proceed accordingly to give effect to the council authorization requested. Trusting the Council may grant favorable consideration to the above request, I remain,

Sincerely,

Linda Daly, Director
Sewerage Department

LD/AS/bcd

cc: All Honorable Councilmen
John F. Young, Jr., Parish President

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Honorable Christopher L. Roberts
February 9, 2015
D5613
Page 2

Jennifer VanVrancken, COO
Deborah Foshee, Parish Attorney
Eula A. Lopez, Parish Clerk
Timothy Palmatier, Director, Finance
Kazem Alikhani, Director, Public Works
Tom Hickey, Digital Engineering
Rob Delaune, Digital Engineering
Amit Sengupta, SCIP, Program Manager
File: D5613 – Contract

On motion of Mr. Lagasse, seconded by Mr. Roberts, the following ordinance was offered as amended:

SUMMARY NO. 24214 ORDINANCE NO. 24918

An ordinance amending the 2015 Capital Budget of Jefferson Parish, and providing for related matters. (Parishwide)

SECTION 1. That the 2015 Capital Budget is amended by adjusting the revenues and/or expenditures within the following projects:

BONNABEL BOAT LAUNCH

Revenues		
44680-4460	Appropriate	\$500,000
(Unappropriated Fund Balance)		
Expenditures		
Bonnabel Boat Launch-Ramp Repairs		500,000
(Project 46010.007)		

ROADS/SEWER SALES TAX CAP

Revenues		
44200-4460	Appropriate	\$482,054
(Unappropriated Fund Balance)		
Expenditures		
Veterans to W. Esplanade		482,054
(Project 42023.030)		

COUNCIL DRAINAGE CAPITAL

Revenues		
45160-0000-5911.22320		\$102,000
(Trf fr Cons Drain Dist #2)		
Expenditures		
West Esplanade to Canal #12		102,000
(Project 51613.001)		

CONSOL SEWER CAP PROJECTS

Expenditures		
Gruner & Loumor Lift Station		(\$1,505,200)
(Project 41805.107)		
Cooper & Wilbur L/S Upgrades		860,000
(Project 49412.013)		

07 ROAD & STREET CAPITAL

Expenditures		
Cutty Sark & Titanic Lift Station		\$645,200
(Project 41803.107)		

EB SEWER IMPROV & RENOV

Revenues		
45040-0000-5911.53000		\$2,400,000
(Trf fr EBCS)		
Expenditures		
Plant Odor Control		2,400,000
(Project 50412.003)		

CONSOL SEWER CAP PROJECTS

Expenditures		
Rehab Prog - Meadowbrook		(\$1,000,000)
(Project 49404.004)		
Redirect Flows in David Dr. Area		1,000,000
(Project 49412.012)		

STREETS CAPITAL PROJECT

Revenues		
45400-0000-5911.22200		\$128,000
(Trf fr Streets)		
Expenditures		
Peters R. Bridge Extensions		128,000
(Project 45014.007)		

PARISHWIDE GOVERNMENT BLDG

Revenues		
45850-0000-5911.22060		\$10,000

(Trf fr Hlth Prem Rtn Fd)

Expenditures

Jefferson Sr Ctr – Parking Lot Expansion 10,000
(Project 58514.027)

COUNCIL DISTRICT PROJECTS

Revenues

44530-0000-5911.22040 \$400,000
(Trf fr C D Riverboat Gam)

Expenditures

Flood Protection Projects 400,000
(Project 45311.180)

FIRE TRAINING FAC IMPROVEMENTS *

Revenues

44910-0000-5911.22040 \$50,000
(Trf in fr CD WBRBG)

Expenditures

Facilities Improvements (16,561)
(Project 49110.001)
Facilities Improvements 50,000
(Project 49110.001)

U. S. MISC GRANTS *

Revenues

21410-0000-5220.13 \$252,184
(Gov Ofc Home Sec/Emer Prp)
21410-0000-5911.22100 67,500
(Trf fr EB Cons Fire)
21410-0000-5911.44910 16,561
(Trf fr Fire Training Fac)

Expenditures

Statewide Generator-EBCFD 270,000
(Project 14149.001)
Statewide Generator-JP Training Complex 66,245
(Project 14149.002)

*Funds for the purchase of generators for fire departments/critical facilities.

U. S. MISC GRANTS

Revenues

21410-0000-5220.13 \$8,327,531
(Gov Ofc Home Sec/Emer Prp)
21410-0000-XXXX 2,775,844
(Non-Federal Share)

Expenditures

HMPG – Gustav/Ike Elevation 11,103,375
(Project 14137.XXX)

U. S. MISC GRANTS

Revenues

21410-0000-5911.53010 \$9,000
(Trf fr WW #1)
21410-0000-5911.53000 9,000
(Trf fr EBCS)
21410-0000-5911.22320 9,000
(Trf fr Cons Drain Dist #2)
21410-0000-5911.22200 9,000
(Trf fr Streets)
21410-0000-5911.63860 9,000
(Trf fr Environmental)

Expenditures

HMPG – JP Plan Update 45,000
(Project 14144.XXX)

C D B G

Revenues

<u>21280-0000-5911.22040</u>	\$60,000
<u>(Trf fr C D Riverboat Gam)</u>	

Expenditures

<u>Rickey Jackson Comm Hope Foundation</u>	20,000
<u>(Project 12114.100)</u>	

<u>EEE Prison Re-entry Assistance</u>	40,000
<u>(Project 12240.001)</u>	

SECTION 2. That the Finance Director is authorized to perform such ancillary transactions as are necessary to give full force and effect to this ordinance. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 4th day of March, 2015, and shall become effective as follows, if signed forthwith by the Parish President, ten (10) days after adoption, thereafter, upon signature by the Parish President or, if not signed by the Parish President upon expiration of the time for ordinances to be considered finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the Council, this ordinance shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL



BOBBY JINDAL
GOVERNOR

State of Louisiana
Governor's Office of Homeland Security
and
Emergency Preparedness

KEVIN DAVIS
DIRECTOR

September 12, 2014

Michelle Gonzales
Floodplain Director
Jefferson Parish
1221 Elmwood Park Blvd. Ste. 801
Jefferson, LA 70123

SUBJECT: Amendment 6 Approval
Jefferson Parish EBFCD
Statewide Generator Grant
HMGP 1786-022-0002, FEMA-1786-DR-LA, Project # 0128

Dear Ms. Gonzales:

On behalf of Governor Bobby Jindal, I am pleased to inform you that your application for Federal assistance under the Hazard Mitigation Grant Program was approved by FEMA on August 14, 2014 (see enclosure) for the above referenced generator project. The approved funding for eligible project activities is as follows:

Federal Share (75%):	\$	202,500.00
Non-Federal Share/Global Match (25%)	\$	67,500.00
TOTAL PROJECT AWARD:	\$	270,000.00
 Total Funds Available:	 \$	 270,000.00

A briefing is required for this grant award. The following information has been explained to you and members of your staff:

- Quarterly Reporting: Due Dates (December 31, March 31, June 30, September 31)
- Follow All Federal and State Procurement Guidelines
- Follow Approved Scope of Work

The Hazard Mitigation Grant Program requires a 25% non-federal cost share match. The Jefferson Parish EBFCD will be responsible for funding the match.

Page 2

SUBJECT: Amendment 6 Approval
Jefferson Parish EBFCD
Statewide Generator Grant
HMGP 1786-022-0002, FEMA-1786-DR-LA, Project # 0128

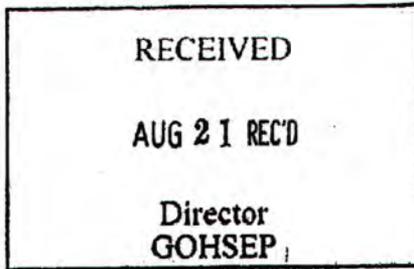
Desmond Rideau, your disaster recovery specialist for this project, will be contacting you for this briefing. If you have any questions please contact, Desmond Rideau, your Disaster Recovery Specialist at 225-267-2853 or at Desmond.Rideau@la.gov.

Sincerely,



Jeffrey Giering
State Hazard Mitigation Officer
Disaster Recovery Division

JG:kn



U.S. Department of Homeland Security
Region VI
800 N. Loop 288
Denton, TX 76209-3698



FEMA

Casery

August 14, 2014

COPY

RECEIVED AUG 22 2014

Kevin Davis, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

RE: FEMA-1786-DR-LA, Project #128
Governor's Office of Homeland Security and Emergency Preparedness 5% Initiative
Generator Project

Dear Mr. Davis:

We are pleased to announce the approval of funds for the Governor's Office of Homeland Security and Emergency Preparedness five-percent Initiative Generator Project. Additional federal funding for this project, in the amount of \$2,134,616, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-1786-DR-LA with the total obligated project cost of \$9,519,544.

The following financial reports are enclosed for your files:

- Obligation Report
- Funding Estimate Financial Activity Report

These reports should be utilized in the review of funds for the approved project. The Obligation Report contains information pertaining to the total funded amount and project amount. Once drawn down by the grantee, the funds must be distributed in a manner consistent with the approved schedule of work.

As you are aware, quarterly progress reports for the HMGP are required in accordance with 44 CFR 206.438(c). Please include this project in future reporting. As stated in the application, completion and closeout of the project is expected within 36 months of project approval and funding. If, due to extenuating circumstances, the project cannot be completed within this period, the subgrantee, through the State, must request an extension to the Period of Performance (POP).

The application period for FEMA-1786-DR-LA expired on October 12, 2010. The application period is important because scope of work changes cannot be made after the application period expires without prior written approval from FEMA. No new activities or activities that have not been pre-identified, approved, and submitted during the application period can be considered after the application period expires.

Mr. Davis
August 14, 2014
Page 2

If you have any questions regarding the information, please contact Peggy Johnson, HMA Specialist, at (940) 383-7332 or at peggy.johnson@fema.dhs.gov.

Sincerely,



Sandy Keefe
Mitigation Division Director

Enclosures

cc: Jeffrey Giering, State Hazard Mitigation Officer

08/05/2014
9:13 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1786	128-F	6	142	6	138	LA	Statewide

Subgrantee: Statewide

Project Title: 1786-022-0002 GOSHEP 5% HM Generator Grant

Subgrantee FIPS Code: 000-00000

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$9,519,544	\$9,519,544	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$2,134,616	\$0	\$0	\$2,134,616	08/04/2014	Accept	2014

Comments

Date: 08/04/2014 User Id: WNUNEZ

Comment: 1786 Project #128 - Statewide Generator Project - 5% Initiative. Total amount obligated \$2,134,616

Authorization

Preparer Name: WENDY NUNEZ

Preparation Date: 08/04/2014

HMO Authorization Name: KATHY REIMER

HMO Authorization Date: 08/04/2014

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Funding Estimate Financial Activity Report

Disaster Number: 1786 State: LA Region: 6 Declaration Date: 09/02/2008 Grantee : Statewide

	Projected A	Total Allocated In NEMIS B	Available C (A - B)	Total Obligated In NEMIS D	Available E (A - D)
HMGP Project Funds	\$225,071,189	\$67,141,009	\$157,930,180	\$67,141,009	\$157,930,180
Regular Projects	\$202,380,554	\$57,457,494	\$144,923,060	\$57,457,494	\$144,923,060
Initiative Projects	\$22,507,119	\$9,519,544	\$12,987,575	\$9,519,544	\$12,987,575
Planning Projects	\$183,518	\$163,971	\$19,545	\$163,971	\$19,545
Subtotal	\$225,071,189	\$67,141,009	\$157,930,180	\$67,141,009	\$157,930,180
State Management Cost	\$11,005,981	\$11,005,981	\$0	\$11,005,981	\$0
TOTALS	\$236,077,170	\$78,146,990	\$157,930,180	\$78,146,990	\$157,930,180

For disasters declared on or after 11/13/2007:

HMGP Project funds = Regular Projects + Initiative Projects + Planning Projects.
State Management Cost is separate from the HMGP Project Funds.

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Jefferson Parish

1.0 Introduction

1.1 The Federal Emergency Management Agency (hereinafter referred to as "Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program (HMGP), CFDA 97.039.

1.2 This Agreement addresses the use of those funds and is between the Governor's Office for Homeland Security and Emergency Preparedness (hereinafter referred to as "Grantee") and Jefferson Parish (hereinafter referred to as "Sub-Grantee").

2.0 Applicable Laws, Regulations and Policies

2.1 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288

31 United States Code Section 1352

Title 44 Code of Federal Regulations Parts 13 (specifically part 13.36), 14 and 206

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.2 State

The Louisiana Homeland Security and Emergency Assistance and Disaster Acts, LRS Title 29, Chapter 6 Act 12 of the First Extraordinary Session, 2005

Act 458 of the Regular Session, 2006

Louisiana Revised Statute 40:1730.28

Louisiana Procurement Code, LRS Title 39, Chapter 17

Louisiana Hazard Mitigation Strategy (4 volumes)

3.0 Concept of Agreement

3.1 In order to install an emergency generator at the Jefferson Parish EBFCD, the Grantor has provided funds to the Sub grantee through the Grantee's Hazard Mitigation Grant Program using a portion of the 5% initiative funds. The Sub grantee shall perform the necessary tasks, meet the required milestones and stay within the budgetary parameters outlined in the application for this project (HMPG 1786-022-0002).

3.2 The application of the Sub grantee is incorporated into this Agreement as if copied here in its entirety.

3.3 Additional responsibilities of the Grantee and Sub grantee are as follows:

3.3.1 All applicable state and federal laws, regulations and policies shall be adhered during the execution of this project and more specifically:

3.3.2 Any changes to scope or budget shall comply with 44 CFR Part 13.

3.3.3 Sub grantee will comply with the limitation on the use of appropriated funds to influence certain Federal contracting and financial transactions as stated in 31 United States Code Section 1352.

3.3.4 Sub grantee will comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) as prescribed by OMB Circular A-102.

3.3.5 The Sub grantee will fully cooperate at all times with the Grantee as the project manager and the party accountable for all the funds of this project.

3.3.6 The Sub grantee agrees to meet all program and administrative requirements as dictated by the state and federal laws, regulations and policies referred to herein and by any other requirements deemed necessary by the Grantee to carry out the intent of this Agreement, which may not be specifically referred to in this document.

4.0 Summary of Statement of Work

4.1 Pursuant to Hazard Mitigation Grant Program Project #HMGP 1786-022-0002, the Sub grantee shall perform the following tasks:

4.1.1 Installation of an emergency generator at the Jefferson Parish EBFCD

5.0 Summary of Budget

5.1 Costs per task

5.1.1 For tasks 4.1.1 the total cost is: \$270,000.00

5.2 Total Costs \$270,000.00

5.3 Funding Sources

5.3.1 Federal share (75%) \$202,500.00

5.3.2 Non-Federal share (25%) \$ 67,500.00

5.3.3 Other non-FEMA federal funds \$ 0.00

6.0 Liability of Parties

6.1 This Agreement is intended for the benefit of the Grantor, Grantee and Sub grantee and does not confer any rights upon any other third parties.

6.2 All rights by and between the Grantor, Grantee and Sub grantee are limited to the actions outlined in the applicable state and federal laws, regulations and policies.

6.3 Sub grantee hereby holds harmless the Grantee from any actions or claims brought on behalf of any third parties who performs work and/or provides services on this project on behalf of the Sub grantee.

7.0 Legal Authorization

The Sub grantee hereby certifies that it possesses the legal authority to enter into this Agreement and that it is authorized to receive the federal funds outlined herein.

8.0 Notice and Contact

8.1 All notices between the Grantor and Sub grantor provided for pursuant to this Agreement shall be in writing, and sent first class, certified mail, return receipt requested.

8.2 The name and address of the Grantee's contract manager for this Agreement is:

Mr. Jeffrey Giering
State Hazard Mitigation Officer
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802

The name and address of the designated agent responsible for the administration of this Agreement on behalf of the Sub grantee is:

Mailing and Overnight Address

**Michelle Gonzales
Director of Floodplain Management & Hazard Mitigation
1221 Elmwood Park Boulevard, Suite 801
Jefferson, LA 70123**

8.3 In the event that the mailing address of the Grantee or Sub grantee changes during the terms of this Agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

On behalf of their respective agencies, the Grantee and the Sub grantee have each executed this Agreement.

BY: Jeffrey Giering
Jeffrey Giering
State Hazard Mitigation Officer
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: 12-11-14

BY: Michelle Gonzales
Michelle Gonzales, Director of Floodplain Management & Hazard Mitigation
Jefferson Parish

DATE: 12/9/14



BOBBY JINDAL
GOVERNOR

State of Louisiana
Governor's Office of Homeland Security
and
Emergency Preparedness

KEVIN DAVIS
DIRECTOR

September 12, 2014

Michelle Gonzales
Floodplain Director
Jefferson Parish
1221 Elmwood Park Blvd. Ste. 801
Jefferson, LA 70123

SUBJECT: Amendment 6 Approval
Jefferson Parish Training Complex
Statewide Generator Grant
HMGP 1786-022-0002, FEMA-1786-DR-LA, Project # 0128

Dear Ms. Gonzales:

On behalf of Governor Bobby Jindal, I am pleased to inform you that your application for Federal assistance under the Hazard Mitigation Grant Program was approved by FEMA on August 14, 2014 (see enclosure) for the above referenced generator project. The approved funding for eligible project activities is as follows:

Federal Share (75%):	\$ 49,684.00
Non-Federal Share/Global Match (25%)	\$ 16,561.00
TOTAL PROJECT AWARD:	\$ 66,245.00
Total Funds Available:	\$ 66,245.00

A briefing is required for this grant award. The following information has been explained to you and members of your staff:

- Quarterly Reporting: Due Dates (December 31, March 31, June 30, September 31)
- Follow All Federal and State Procurement Guidelines
- Follow Approved Scope of Work

The Hazard Mitigation Grant Program requires a 25% non-federal cost share match. The Jefferson Parish Training Complex will be responsible for funding the match.

Page 2

SUBJECT: Amendment 6 Approval
Jefferson Parish Training Complex
Statewide Generator Grant
HMGP 1786-022-0002, FEMA-1786-DR-LA, Project # 0128

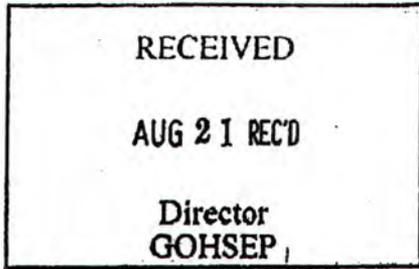
Desmond Rideau, your disaster recovery specialist for this project, will be contacting you for this briefing. If you have any questions please contact, Desmond Rideau, your Disaster Recovery Specialist at 225-267-2853 or at Desmond.Rideau@la.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Giering".

Jeffrey Giering
State Hazard Mitigation Officer
Disaster Recovery Division

JG:kn



U.S. Department of Homeland Security
Region VI
800 N. Loop 288
Deaton, TX 76209-3698



FEMA

Casey

August 14, 2014

COPY

RECEIVED AUG 22 2014

Kevin Davis, Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

RE: FEMA-1786-DR-LA, Project #128
Governor's Office of Homeland Security and Emergency Preparedness 5% Initiative
Generator Project

Dear Mr. Davis:

We are pleased to announce the approval of funds for the Governor's Office of Homeland Security and Emergency Preparedness five-percent Initiative Generator Project. Additional federal funding for this project, in the amount of \$2,134,616, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-1786-DR-LA with the total obligated project cost of \$9,519,544.

The following financial reports are enclosed for your files:

- Obligation Report
- Funding Estimate Financial Activity Report

These reports should be utilized in the review of funds for the approved project. The Obligation Report contains information pertaining to the total funded amount and project amount. Once drawn down by the grantee, the funds must be distributed in a manner consistent with the approved schedule of work.

As you are aware, quarterly progress reports for the HMGP are required in accordance with 44 CFR 206.438(c). Please include this project in future reporting. As stated in the application, completion and closeout of the project is expected within 36 months of project approval and funding. If, due to extenuating circumstances, the project cannot be completed within this period, the subgrantee, through the State, must request an extension to the Period of Performance (POP).

The application period for FEMA-1786-DR-LA expired on October 12, 2010. The application period is important because scope of work changes cannot be made after the application period expires without prior written approval from FEMA. No new activities or activities that have not been pre-identified, approved, and submitted during the application period can be considered after the application period expires.

Mr. Davis
August 14, 2014
Page 2

If you have any questions regarding the information, please contact Peggy Johnson, HMA Specialist, at (940) 383-7332 or at peggy.johnson@fema.dhs.gov.

Sincerely,



Sandy Keefe
Mitigation Division Director

Enclosures

cc: Jeffrey Giering, State Hazard Mitigation Officer

08/05/2014
9:13 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-08-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1788	128-F	6	142	6	138	LA	Statewide

Subgrantee: Statewide

Project Title: 1788-022-0002 GOSHEP 5% HM Generator Grant

Subgrantee FIPS Code: 000-00000

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$9,519,544	\$9,519,544	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$2,134,616	\$0	\$0	\$2,134,616	08/04/2014	Accept	2014

Comments

Date: 08/04/2014 User Id: WNUNEZ

Comment: 1788 Project #128 - Statewide Generator Project - 5% Initiative. Total amount obligated \$2,134,616

Authorization

Preparer Name: WENDY NUNEZ

Preparation Date: 08/04/2014

HMO Authorization Name: KATHY REIMER

HMO Authorization Date: 08/04/2014

08/05/2014
9:13 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Funding Estimate Financial Activity Report

HMGP-FE-01

Disaster Number: 1786 State: LA Region: 6 Declaration Date: 09/02/2008 Grantee : Statewide

	Projected	Total Allocated In NEMIS	Available	Total Obligated In NEMIS	Available
	A	B	C (A - B)	D	E (A - D)
HMGP Project Funds	\$225,071,189	\$67,141,009	\$157,930,180	\$67,141,009	\$157,930,180
Regular Projects	\$202,380,554	\$57,457,494	\$144,923,060	\$57,457,494	\$144,923,060
Initiative Projects	\$22,607,119	\$9,519,544	\$12,887,575	\$9,519,544	\$12,887,575
Planning Projects	\$183,516	\$163,971	\$19,545	\$163,971	\$19,545
Subtotal	\$225,071,189	\$67,141,009	\$157,930,180	\$67,141,009	\$157,930,180
State Management Cost	\$11,005,981	\$11,005,981	\$0	\$11,005,981	\$0
TOTALS	\$236,077,170	\$78,146,990	\$157,930,180	\$78,146,990	\$157,930,180

For disasters declared on or after 11/13/2007:

HMGP Project funds = Regular Projects + Initiative Projects + Planning Projects.

State Management Cost is separate from the HMGP Project Funds.

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Jefferson Parish

1.0 Introduction

1.1 The Federal Emergency Management Agency (hereinafter referred to as "Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program (HMGP), CFDA 97.039.

1.2 This Agreement addresses the use of those funds and is between the Governor's Office for Homeland Security and Emergency Preparedness (hereinafter referred to as "Grantee") and Jefferson Parish (hereinafter referred to as "Sub-Grantee").

2.0 Applicable Laws, Regulations and Policies

2.1 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288

31 United States Code Section 1352

Title 44 Code of Federal Regulations Parts 13 (specifically part 13.36), 14 and 206

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.2 State

The Louisiana Homeland Security and Emergency Assistance and Disaster Acts, LRS Title 29, Chapter 6 Act 12 of the First Extraordinary Session, 2005

Act 458 of the Regular Session, 2006

Louisiana Revised Statute 40:1730.28

Louisiana Procurement Code, LRS Title 39, Chapter 17

Louisiana Hazard Mitigation Strategy (4 volumes)

3.0 Concept of Agreement

3.1 In order to install an emergency generator at the Jefferson Parish Training Complex, the Grantor has provided funds to the Sub grantee through the Grantee's Hazard Mitigation Grant Program using a portion of the 5% initiative funds. The Sub grantee shall perform the necessary tasks, meet the required milestones and stay within the budgetary parameters outlined in the application for this project (HMPG 1786-022-0002).

3.2 The application of the Sub grantee is incorporated into this Agreement as if copied here in its entirety.

3.3 Additional responsibilities of the Grantee and Sub grantee are as follows:

3.3.1 All applicable state and federal laws, regulations and policies shall be adhered during the execution of this project and more specifically:

3.3.2 Any changes to scope or budget shall comply with 44 CFR Part 13.

3.3.3 Sub grantee will comply with the limitation on the use of appropriated funds to influence certain Federal contracting and financial transactions as stated in 31 United States Code Section 1352.

3.3.4 Sub grantee will comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) as prescribed by OMB Circular A-102.

3.3.5 The Sub grantee will fully cooperate at all times with the Grantee as the project manager and the party accountable for all the funds of this project.

3.3.6 The Sub grantee agrees to meet all program and administrative requirements as dictated by the state and federal laws, regulations and policies referred to herein and by any other requirements deemed necessary by the Grantee to carry out the intent of this Agreement, which may not be specifically referred to in this document.

4.0 Summary of Statement of Work

4.1 Pursuant to Hazard Mitigation Grant Program Project #HMGP 1786-022-0002, the Sub grantee shall perform the following tasks:

4.1.1 Installation of an emergency generator at the Jefferson Parish Training Complex

5.0 Summary of Budget

5.1 Costs per task

5.1.1 For tasks 4.1.1 the total cost is: \$ 66,245.00

5.2 Total Costs \$ 66,245.00

5.3 Funding Sources

5.3.1 Federal share (75%) \$ 49,684.00

5.3.2 Non-Federal share (25%) \$ 16,561.00

5.3.3 Other non-FEMA federal funds \$ 0.00

6.0 Liability of Parties

6.1 This Agreement is intended for the benefit of the Grantor, Grantee and Sub grantee and does not confer any rights upon any other third parties.

6.2 All rights by and between the Grantor, Grantee and Sub grantee are limited to the actions outlined in the applicable state and federal laws, regulations and policies.

6.3 Sub grantee hereby holds harmless the Grantee from any actions or claims brought on behalf of any third parties who performs work and/or provides services on this project on behalf of the Sub grantee.

7.0 Legal Authorization

The Sub grantee hereby certifies that it possesses the legal authority to enter into this Agreement and that it is authorized to receive the federal funds outlined herein.

8.0 Notice and Contact

8.1 All notices between the Grantor and Sub grantor provided for pursuant to this Agreement shall be in writing, and sent first class, certified mail, return receipt requested.

8.2 The name and address of the Grantee's contract manager for this Agreement is:

Mr. Jeffrey Giering
State Hazard Mitigation Officer
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802

The name and address of the designated agent responsible for the administration of this Agreement on behalf of the Sub grantee is:

Mailing and Overnight Address

Michelle Gonzales
Director of Floodplain Management & Hazard Mitigation
1221 Elmwood Park Boulevard, Suite 801
Jefferson, LA 70123

8.3 In the event that the mailing address of the Grantee or Sub grantee changes during the terms of this Agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

On behalf of their respective agencies, the Grantee and the Sub grantee have each executed this Agreement.

BY: Jeffrey Guining
Jeffrey Guining
State Hazard Mitigation Officer
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: 12-11-14

BY: Michelle Gonzales
Michelle Gonzales, Director of Floodplain Management & Hazard Mitigation
Jefferson Parish

DATE: 12/9/14