

JEFFERSON PARISH COUNCIL;
THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORPORATION, INC.;
AND REVEREND MANSFIELD THOMPSON
EDUCATIONAL FOUNDATION, INC.



INVESTIGATIVE AUDIT
ISSUED OCTOBER 30, 2013

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LOUISIANA LEGISLATIVE AUDITOR
DARYL G. PURPERA, CPA, CFE

October 30, 2013

**MR. JOHN YOUNG, JEFFERSON PARISH PRESIDENT,
AND MEMBERS OF THE JEFFERSON PARISH COUNCIL**
Gretna, Louisiana

We have audited certain transactions of the Jefferson Parish Council; Thompson Thibodeaux Community Development Corporation, Inc.; and Reverend Mansfield Thompson Educational Foundation, Inc. Our audit was conducted in accordance with Title 24 of the Louisiana Revised Statutes to determine the credibility of certain allegations.

Our audit consisted primarily of inquiries and the examination of selected financial records and other documentation. The scope of our audit was significantly less than that required by *Government Auditing Standards*.

The accompanying report presents our findings and recommendations as well as management's and other responses. This is a public report. Copies of this report have been delivered to the United States Attorney for the Eastern District of Louisiana, the District Attorney for the 24th Judicial District of Louisiana, the Louisiana Board of Ethics, and others as required by law.

Respectfully submitted,

Daryl G. Purpera, CPA, CFE
Legislative Auditor

DGP/ch

TTCDC 2013

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EXECUTIVE SUMMARY

Community Development Paint Program

From 2004 through 2011, the Jefferson Parish Council (the Parish) received a total of \$1,375,000 from the federal Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG), which funded a minor paint and home repair program (paint program) for low and moderate income households in Jefferson Parish. Parish employees stated that the Parish retained 20% (\$275,000) of this amount to monitor the program and awarded \$1,100,000 to Thompson Thibodeaux to provide the paint program services. According to our calculations, the fair market value (based on the New Orleans RS Means rates) of the actual minor paint and repair services received by Parish residents totaled only \$190,394. In addition, Parish employees stated that Thompson Thibodeaux's paint program was the only Parish-funded paint program that received funding to pay for the labor to paint houses. Because of the lack of oversight by the Parish and the failure of Thompson Thibodeaux to comply with federal regulations and its contract with the Parish, public funds may have been expended in violation of state law and federal regulations.

Thompson Thibodeaux Mentorship Programs

From 2005 to 2010, Thompson Thibodeaux received public grant funds totaling \$360,000 to operate mentorship programs for at-risk youth; however, it appears that Thompson Thibodeaux provided no mentorship services for \$241,988 (67%) of the \$360,000 received from state and Parish agencies. Of this \$241,988, it appears that funds totaling \$154,826 were misappropriated, and the remaining \$87,162 in grant funds were used for ineligible expenses. As a result, Thompson Thibodeaux board members and employees appear to have violated state and federal laws.

Other Publicly-Funded Programs of Faith Academy

Faith Academy appears to have improperly used public funds that it received from the Jefferson Parish Council, the Jefferson Parish Workforce Connection, the Louisiana Department of Education, and the Jefferson Sports and Scholastic Foundation. Of the total \$344,124 received from these sources during the period covered by this report, a total of \$239,995 appears to have been improperly used by Faith Academy. As a result, the executive directors of Faith Academy may have violated state and federal laws.

BACKGROUND AND METHODOLOGY

The Thompson Thibodeaux Community Development Corporation, Inc., (Thompson Thibodeaux), which received the majority of its funding from the Jefferson Parish Council (the Parish), is a faith-based 501(c) 3 nonprofit corporation that was established in 2001 by members of Saint Mary's Baptist Church of Marrero, Louisiana (St. Mary's) in an effort to develop programs to provide educational and housing assistance to the elderly, disabled, and low- to moderate-income households in Jefferson Parish.

Thompson Thibodeaux is a quasi-public agency¹ as defined by Louisiana State audit law [Louisiana Revised Statute (La. R.S.) 24:513¹] and therefore must report all expenditures of public funds to the Louisiana Legislative Auditor (LLA) in its annual financial statement report.² During the period covered in this LLA audit, 2004 through 2011, Thompson Thibodeaux was funded by public grants and subsidies through cooperative endeavor agreements with the Jefferson Parish Council, the Louisiana Department of Social Services, the Governor's Office of Urban Affairs and Development, and private in-kind contributions.

During the LLA audits of West Jefferson Medical Center, the Jefferson Parish Council, the Jefferson Community Health Care Centers, and the Jefferson Sports and Scholastic Foundation, LLA auditors uncovered information alleging improper use of public funds received by Thompson Thibodeaux. As a result, we reviewed Thompson Thibodeaux's records to determine the credibility of the allegations.

Between 2004 and 2011, Thompson Thibodeaux was managed by two executive directors, Alvin Boudreaux (2004-2005, now deceased) and Jerome McGowan (2005-2011). During this time period, Thompson Thibodeaux received \$1,506,511 in public funds and failed to comply with the state audit law by not providing its annual financial statement reports to the LLA as required. As of the date of this report, Thompson Thibodeaux is listed on the LLA's non-compliance list (agencies that are noncompliant with the state audit law) for the years 2004, 2005, 2006, 2008, 2009, and 2010, and is currently ineligible to receive funds that flow from the state and through the Parish. In September 2010, LLA auditors notified the Jefferson Parish Council of Thompson Thibodeaux's noncompliance with the state audit law after which the Parish halted its funding to Thompson Thibodeaux. In early 2011, shortly after Parish funding was halted, Thompson Thibodeaux ceased operations. The following is a summary of Thompson Thibodeaux's sources of public funding from 2004 to 2011.

Thompson Thibodeaux's Sources of Public Funding			
Date	Public Funding Source	Program Funded	Total Funding
2004-2011	Jefferson Parish Council	Minor Paint and Home Repair Program	\$805,973
2004-2006	Jefferson Parish Council	Affordable Housing Program*	340,538
2005	Governor's Office of Urban Affairs and Development	Mentorship Program	160,000
2005	Louisiana Department of Social Services	Mentorship Program	100,000
2009	Jefferson Parish Council	Mentorship Program	100,000
Total			\$1,506,511
*The Affordable Housing program funded by Jefferson Parish was not included in the scope of this audit.			

During our audit, we discovered that Thompson Thibodeaux's public and private funds were not being accounted for separately as to whether they were for public or private use. Louisiana law³ states that when public assistance received and/or expended by a quasi-public agency is commingled with other funds of the quasi-public agency then such assistance and other funds of the quasi-public agency shall be audited as public funds. In addition to Thompson Thibodeaux comingling its public and private funds, LLA auditors discovered that public funds provided to Thompson Thibodeaux were also comingled with the funds of Reverend Mansfield Thompson Educational Foundation, Inc. (Faith Academy), a private school that was affiliated with Thompson Thibodeaux and St. Mary's. Due to this comingling of funds, LLA auditors also reviewed Faith Academy's use of these and other public funds. The procedures performed during this audit included:

- (1) interviewing current and former employees of Jefferson Parish, Thompson Thibodeaux and Faith Academy;
- (2) interviewing other persons as appropriate;
- (3) examining selected documents and records of Jefferson Parish, Thompson Thibodeaux and Faith Academy;
- (4) gathering and examining documents and records from external parties; and
- (5) reviewing applicable state and federal laws and regulations.

FINDINGS AND RECOMMENDATIONS

Community Development Paint Program

From 2004 through 2011, the Jefferson Parish Council (the Parish) received a total of \$1,375,000^A from the federal Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG), which funded a minor paint and home repair program (paint program) for low- and moderate-income households in Jefferson Parish. Parish employees stated that the Parish retained 20% (\$275,000^A) of this amount to monitor the program and awarded \$1,100,000^B to Thompson Thibodeaux to provide the paint program services. According to our calculations, the fair market value (based on the New Orleans RS Means rates^C) of the actual minor paint and repair services received by Parish residents totaled only \$190,394.^D In addition, Parish employees stated that Thompson Thibodeaux's paint program was the only Parish-funded paint program that received funding to pay for the labor to paint houses.

Pursuant to the Code of Federal Regulations (federal regulations),⁴ the Parish's cooperative endeavor agreements authorized Thompson Thibodeaux to expend a total of \$408,680 to administer the paint program, and the balance of \$691,320 was to be expended for the actual paint program services provided to individual homeowners. Therefore, of the total \$1,375,000 provided by HUD, \$683,680^E (49.8%) was to be used for administration costs and only \$691,320^F (50.2%) was to be used for actual minor paint and repair services. The following table presents the paint program's budgeted and actual expenses incurred.

^A $\$1,100,000/80\% = \$275,000 + \$1,100,000 = \$1,375,000$

^B Jefferson Parish allocated \$1,100,000 to Thompson Thibodeaux for the paint program; however, the Parish paid Thompson Thibodeaux \$805,973 of the \$1,100,000 before the Parish halted the funding for the paint program.

^C RS Means is a division of Reed Business Information that provides cost information to the construction industry so contractors in the industry can provide accurate estimates and projections for their project costs. It has become a data standard for government work in terms of pricing, and is widely used by the industry as a whole. RS Means is accessible online and it also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available online, via CD-ROM, or in book form. Source: <http://whatis.techtarget.com/definition/RS-Means>

^D \$23,373 of the \$190,394 is the cost of paint, which was purchased by the Parish and then provided to Thompson Thibodeaux.

^E $\$275,000 + \$408,680 = \$683,680$

^F $\$1,100,000 - \$408,680 = \$691,320$

Paint Program Budgeted and Actual Expenses		
	Budgeted Expenses	Actual Expenses
Jefferson Parish Administrative Expenses	\$275,000	\$200,833 (73%)
Thompson Thibodeaux Administrative Expenses	408,680	385,914 (94%)
Thompson Thibodeaux Paint Program Project Expenses	691,320	420,059 (61%)
Total Expenses	\$1,375,000	\$1,006,806 (73%)

Each of the cooperative endeavor agreements required Thompson Thibodeaux to provide paint services to a specified minimum number of homes in Jefferson Parish. According to the three cooperative endeavor agreements, from 2004 to 2010, Thompson Thibodeaux was to provide paint services to a minimum of 130 houses in the Parish. However, our review of Parish records indicated that of the \$1,100,000 allocated for the paint program, Thompson Thibodeaux only expended a total of \$805,973 (73%) to administer and provide paint services on 96 houses before the program's funding was halted. Due to the lack of oversight by the Parish and the failure of Thompson Thibodeaux to comply with federal regulations and its contract with the Parish, public funds may have been expended in violation of state law and federal regulations.

For programs such as Thompson Thibodeaux's paint program to be eligible for federal funding, HUD requires CDBG funds be used to benefit low- and moderate-income families.⁵ According to former Jefferson Parish Community Development Director Anatola Thompson, the majority of the Parish's low and moderate income families and individuals reside in council districts one, two, and three. Ms. Thompson stated that because of this, the Jefferson Parish Council (Council) members representing these districts select the programs that the full Council votes on to receive the CDBG funds awarded by the Parish. Parish records indicate that in May 2004, just two months after he was removed from the list of board members of Thompson Thibodeaux,⁶ Councilman Byron Lee put forth the first Council motion for Thompson Thibodeaux to receive funding for its paint program, which Thompson Thibodeaux titled "Councilman Lee's Project Paint Lift Program" in its original proposal to the Parish.

During our audit, we (LLA auditors) learned that HUD was not aware of the existence of the paint program because the Parish had reallocated funding from other HUD approved program budgets to fund the paint program (through amendments made to the Parish's original action plans submitted to HUD). We also discovered that Thompson Thibodeaux did not procure its paint contractors in accordance with its cooperative endeavor agreement with the Parish. Furthermore, Thompson Thibodeaux failed to (1) establish written procurement procedures;

⁶ In 2001 Thompson Thibodeaux filed its Articles of Incorporation with the Louisiana Secretary of State. This filing stated that Thompson Thibodeaux's initial board of directors was comprised of only two individuals. Thompson Thibodeaux board minutes from May 30, 2001, through September 24, 2003, list Jefferson Parish Councilman Byron Lee as a member of the board of directors. Although board minutes for meetings subsequent to September 24, 2003, do not document Councilman Lee's resignation from the board, an amendment (not notarized) to the articles of incorporation dated March 3, 2004, that updated the composition of the board of directors does not list Councilman Lee as a member of the board.

(2) maintain required procurement documentation;⁶ (3) have documentation to support that it performed a cost or price analysis;⁷ and (4) execute written agreements with contractors⁸ in accordance with federal regulations.^{6,7,8} Although federal regulations required the Parish to properly monitor the administration of HUD grant funds,^{9,10} Ms. Thompson informed us that it is not a regular practice of the Parish to review a sub grantee's (Thompson Thibodeaux) procurement procedures, processes, or to require sub grantees to provide the Parish with copies of their contracts with contractors.

In addition, the Parish did not obtain adequate documentation from Thompson Thibodeaux supporting all of its expenditures as required by federal regulations.¹¹ Parish employees confirmed that they did not require documentation supporting payments of expenses actually incurred by Thompson Thibodeaux prior to payment. Instead, the Parish only required Thompson Thibodeaux to provide documentation indicating that it (Thompson Thibodeaux) was obligated to pay eligible expenses. The following indicate possible violations of state and federal laws and federal regulations.

1. Thompson Thibodeaux Provided Services to Ineligible Applicants

Our (LLA auditors) review of home owner applications approved by the Parish and Thompson Thibodeaux found that of the 96 homes that received services under the paint program:

- the Parish and Thompson Thibodeaux lacked documentation required to determine the program eligibility for 61 (63%) of the 96 program recipients; and
- according to Parish, Thompson Thibodeaux, and third-party documentation, we determined that at least 36 (38%) of the 96 program recipients do not appear to have been eligible to receive the services provided to them totaling \$154,000^H.

From June 2004 to January 2005, Ms. Helen White, the Jefferson Parish Community Development project manager for the paint program, reviewed and approved all Thompson Thibodeaux homeowner paint program applications. According to Ms. White, in January 2005, she trained Thompson Thibodeaux employee Treva Meredith to review and approve homeowner applications in accordance to HUD requirements.⁵ Ms. White stated that she only reviewed the applications for certain required documentation, but did not review each applicant's eligibility after Ms. Meredith began reviewing and approving applications for the paint program. Ms. Meredith refused to meet and discuss this matter with LLA auditors. Based on their actions, Thompson Thibodeaux and the Parish may have violated federal regulations.⁵

2. Expenses Not Incurred and Services Not Provided

According to documentation, Thompson Thibodeaux's accountant Rickey Vaughn and Executive Directors Alvin Boudreaux and Jerome McGowan prepared and submitted pay

^H Thompson Thibodeaux did not maintain documentation of the quantity of paint used for each house; therefore, the cost of paint is not included in this number.

requests to the Parish for expenses that were not incurred and for services that were not provided totaling \$27,059.

Our review and analysis of Parish records and Thompson Thibodeaux's bank records revealed that from 2004 through 2010, the Parish paid Thompson Thibodeaux based on pay requests that included documentation of expenditures totaling \$27,059 that were never incurred/paid by Thompson Thibodeaux. One example was Jefferson Parish paid \$10,500 to Thompson Thibodeaux based on invoices it submitted to the Parish for audit services; however, Thompson Thibodeaux only paid \$5,500 of the total \$10,500 invoiced by the auditor.

Because pay requests were prepared and submitted to the Parish for expenses that were not incurred totaling \$27,059, Thompson Thibodeaux's accountant Rickey Vaughn and Executive Directors Alvin Boudreaux and Jerome McGowan may have violated state^{12,13} and federal¹⁴ laws.

3. Contractors Paid in Excess of Fair Market Value

Records show that Thompson Thibodeaux established the pricing/rate schedules used by contractors to charge for their minor paint and repair services. The rates established and used by Thompson Thibodeaux did not appear reasonable,¹⁰ so we (LLA auditors) compared the services performed and the rates charged by Thompson Thibodeaux contractors to the corresponding New Orleans RS Means¹ rates for each year that services were provided. This comparison revealed (see following table) that contractors billed Thompson Thibodeaux a total of \$208,443 (55.5%) in excess of what the RS Means lists as the market value for these services.

¹ RS Means is a division of Reed Business Information that provides cost information to the construction industry so contractors in the industry can provide accurate estimates and projections for their project costs. It has become a data standard for government work in terms of pricing, and is widely used by the industry as a whole. RS Means is accessible online and it also integrated in a variety of cost estimating software packages to allow for fast and reliable estimating. Cost information is updated annually and is available online, via CD-ROM, or in book form. Source: <http://whatis.techtarget.com/definition/RS-Means>.

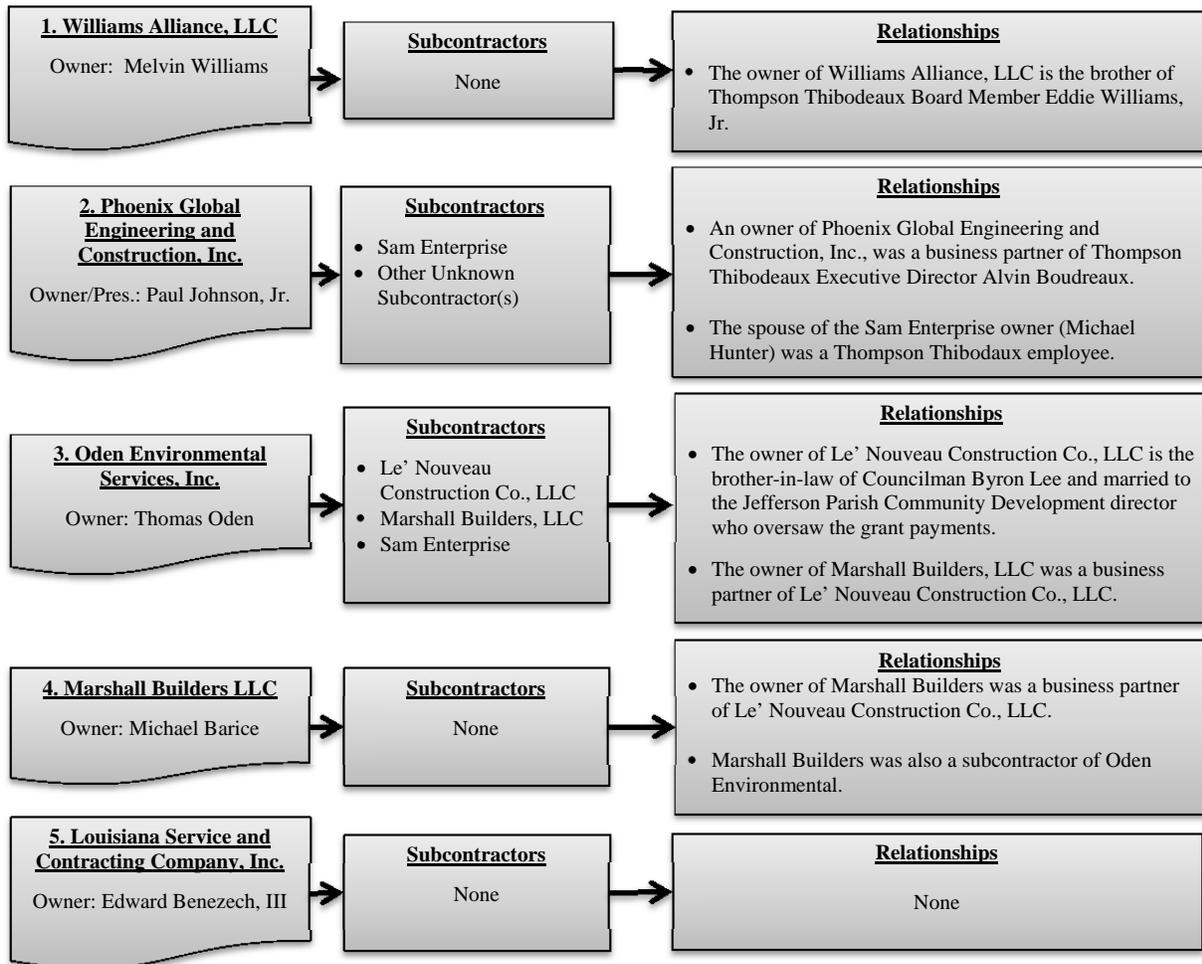
Thompson Thibodeaux Contractor Billings in Excess of Fair Market Rates					
Dates Services Were Provided	Contractor Names	Total Houses Painted and/ or Repaired	(A) Total Contractor Billings at Thompson Thibodeaux Rates	(B) Total Contractor Billings Calculated at RS Means Rates (Fair Market Rates)	(A-B) Total Contractor Billings in Excess of Fair Market Rates
2004-2005	Louisiana Service and Contracting Company, Inc.	7	\$26,168	\$15,023	\$11,145 (43%)
2004-2010	Williams Alliance, LLC	29	128,042	45,007	83,035 (65%)
2005	Marshall Builders, LLC	5	15,441	10,316	5,125 (33%)
2005	Oden Environmental Services, Inc.	26	82,978	46,276	36,702 (44%)
2008-2011	Phoenix Global Engineering and Construction, Inc.	29	122,835	50,399	72,436 (59%)
Totals		96	\$375,464	\$167,021	\$208,443 (56%)

Because Thompson Thibodeaux's executive directors established the paint service rates used/billed by contractors which totaled \$208,443 (55.5%) in excess of market value, the amount paid by Thompson Thibodeaux in excess of market value may be a violation of the Louisiana Constitution.¹⁵

4. Unqualified Contractors Hired as Subcontractors

The Parish did not adequately monitor Thompson Thibodeaux's procurement of painting contractors.⁹ On the next page is an outline of Thompson Thibodeaux's five paint and minor repair contractors and their respective subcontractors, many of whom were related to or business partners of Thompson Thibodeaux board members, employees, or Councilman Lee.

Thompson Thibodeaux Contractors and Relationships



Combined, Oden Environmental Services, Inc. (Oden Environmental) and Phoenix Global Engineering and Construction, Inc. (Phoenix Global) received the majority (55%) of Thompson Thibodeaux’s paint contractor payments totaling \$203,626. However, neither contractor appears to have performed much or any actual minor paint and repair services, but rather subcontracted the majority of their contractual responsibilities, including some administrative duties, to contractors who were unqualified to perform such work.

- From 2005 to 2006, Thompson Thibodeaux paid \$80,791^J to Oden Environmental for minor paint and repair services performed on 26 houses. We were informed by contractors and subcontractors that at the request of former Executive Director Alvin Boudreaux, Oden Environmental subcontracted the services for the

^J Jefferson Parish reimbursed Thompson Thibodeaux \$82,979 for paint services invoiced by Oden Environmental; however, Thompson Thibodeaux only paid Oden Environmental \$80,791. This difference of \$2,188 is included in the \$27,059 of false expenses discussed on pages 7 and 8.

majority of these 26 houses to three contractors: Le' Nouveau Construction Co., LLC (Le' Nouveau); Marshall Builders, LLC; and Sam Enterprise.

According to former Thompson Thibodeaux Executive Director Jerome McGowan, these three contractors had originally attempted to work directly for Thompson Thibodeaux but were not eligible due to their lack of construction licenses, lead abatement certifications, and lead paint abatement insurance coverage.

In addition, according to Le' Nouveau Construction (subcontractor) owner Eric Thompson, his business only provided paint services for one or two houses for Oden Environmental (contractor) under the paint program. Based on Mr. Thompson's statement and considering that Oden Environmental invoices show that \$5,284 was the highest amount it billed Thompson Thibodeaux for minor paint and repair services on a single house, it is reasonable that Le' Nouveau should not have been paid in excess of \$10,568^K for its combined work on two houses. However, Oden Environmental bank records show that Le' Nouveau was paid a total of \$19,825. Therefore, Le' Nouveau appears to have been overpaid for the services provided to Thompson Thibodeaux.

- From 2007 to 2011, Phoenix Global was paid \$122,835 for services billed to the paint program. When we (LLA auditors) contacted Paul Johnson, Jr., owner of Phoenix Global, to discuss the services provided by his business, Mr. Johnson stated that Phoenix Global provided no paint services directly for Thompson Thibodeaux. Mr. Johnson stated that he had subcontracted all paint services but refused to identify his subcontractors or meet with us to discuss the issue further. Mr. Johnson's attorney also did not respond to a meeting request.

However, according to Sam Enterprise owner Michael Hunter, in addition to being a subcontractor of Oden Environmental (in 2005), he was also a subcontractor for Phoenix Global (2008-2011) and said he created all of the Phoenix Global invoices that were sent to Thompson Thibodeaux. He added that, although he prepared all of the Phoenix Global invoices, he did not provide all of the services represented on those invoices. Because Mr. Johnson refused to identify all of the subcontractors who performed the services represented on these invoices, we could not determine if the contractors who provided the services were qualified in accordance with Thompson Thibodeaux's cooperative endeavor agreements with the Parish.

In summary, because the Parish did not adequately monitor Thompson Thibodeaux's contracting of paint contractors,⁹ Thompson Thibodeaux was able to establish and pay apparently inflated rates for paint services that appear to have been performed by unqualified subcontractors, many of whom were related to or business partners of Thompson Thibodeaux board members, employees, or Councilman Lee. Based on the above action, Thompson

^K \$5,284 + \$5,284 = \$10,568

Thibodeaux's former Executive Directors Alvin Boudreaux and Jerome McGowan may have violated the Louisiana Constitution¹⁵ and state¹² and federal laws.¹⁴

5. Subcontractor Paid for Painting His Personal Residence

Thomas Oden, owner of Oden Environmental, stated that he subcontracted with Michael Hunter to provide minor paint and repair services on two or three houses. Oden Environmental bank records show that Mr. Hunter was paid at least \$12,178 by Oden Environmental for these services. A review of Thompson Thibodeaux and Oden Environmental records revealed that one of the houses that Mr. Hunter was paid to paint was his own personal residence located in Harvey, Louisiana.

Thompson Thibodeaux records show that Oden Environmental was paid \$4,690 for the services performed on Mr. Hunter's house. According to Oden Environmental bank records, one month after the date of the Oden Environmental invoice (to Thompson Thibodeaux) for Mr. Hunter's house, Mr. Oden wrote a check for \$7,002 to Mr. Hunter's business, Sam Enterprise. This check had three addresses listed on the memo line, one of which was Mr. Hunter's home address. In addition, the materials receipt submitted to Thompson Thibodeaux for Mr. Hunter's house was signed by Mr. Hunter but showed that the materials were purchased by his brother's not-for-profit, Eagle's Wings Ministries. When asked, Mr. Hunter denied being paid under Thompson Thibodeaux's paint program to provide paint services on his home and then ended the interview with us. Because it appears that Mr. Hunter was paid to provide services on his personal property, Thomas Oden and Mr. Hunter may have violated state law¹² and federal law.¹⁴

6. Contractor was Paid for Services Not Provided

We identified seven houses painted and/or repaired by Phoenix Global for which the related invoices (totaling \$29,341) submitted to Thompson Thibodeaux listed a larger area as being painted and/or repaired than was actually performed. According to our calculations, Phoenix Global billed and received at least \$14,498 (49.4%) from Thompson Thibodeaux for painting and repair services that were not performed. As previously stated, when we (LLA auditors) contacted Paul Johnson, Jr., owner of Phoenix Global, to discuss the services provided by his business, Mr. Johnson refused to meet with us.

According to homeowners who received services as part of the paint program, neither Thompson Thibodeaux nor the paint contractors provided them with copies of invoices; therefore, homeowners did not know what services the contractors were billing to Thompson Thibodeaux. For example, Phoenix Global's billings on two of the seven houses are as follows:

- Phoenix Global invoiced/billed Thompson Thibodeaux \$3,240 for pressure washing, priming, and painting 1,600 square feet and pressure washing an additional 1,900 square feet at a house located in Harvey, Louisiana. However, according to the homeowner, Phoenix Global's subcontractor Michael Hunter only painted the ceiling of her carport and a few wood steps. We took measurements of the painted areas of the carport and steps which totaled

548 square feet. We also observed that the entire home was fitted with vinyl siding which appeared to have never been painted.

Using the actual square footage painted and Thompson Thibodeaux's rates (in excess of market value), we calculated that Phoenix Global over billed Thompson Thibodeaux a total of \$1,630 (\$3,240 actually billed - \$1,610 should have been billed). Furthermore, using the actual square footage and the RS Means pricing for the services provided, we calculated the market value of the actual services provided to be \$731, or \$2,509 less than the amount Phoenix Global billed to and received from Thompson Thibodeaux.

- Phoenix Global billed a total of \$5,921 for services provided at a second home in Harvey, Louisiana that was comprised of:
 - \$4,131 for pressure washing, priming, and painting 1,836 square feet;
 - \$800 for pressure washing 1,600 square feet; and
 - \$990 for 180 square feet of weatherboard repairs.

However, according to the homeowner, no weatherboard repairs were made to the home. We inspected the home's exterior and reviewed documentation from Thompson Thibodeaux and determined that only 450 square feet of paint services were performed. In addition, according to Home Depot, neither Phoenix Global nor Michael Hunter paid for the materials shown on a Home Depot quote that was submitted to Thompson Thibodeaux to support Phoenix Global's invoice.

Using the actual square footage and Thompson Thibodeaux's rates (rates in excess of market value), we calculated that Phoenix Global overbilled Thompson Thibodeaux a total of \$4,108 (\$5,921 actually billed - \$1,813 should have been billed). Furthermore, using the actual square footage and the RS Means pricing for the services provided, we calculated the market value of the services to be \$558, or \$5,363 less than the amount Phoenix Global billed and received from Thompson Thibodeaux.

Because Thompson Thibodeaux and the Parish appear to have paid for services that were not provided, Phoenix Global owner Paul Johnson, Jr., and his subcontractor Michael Hunter may have violated state¹² and federal laws.¹⁴

7. Parish Expenditures Not Documented

We identified two advance payments (\$12,920 and \$10,000) totaling \$22,920 that were issued to Thompson Thibodeaux for administrative expenses for which the Parish, during the course of our audit was unable to provide documentation to support the use of these public funds, as required by federal regulations.¹¹ However, following our exit meeting with Jefferson Parish officials regarding this report, the Parish provided invoices and check copies totaling \$4,502 and spreadsheets listing Thompson Thibodeaux payroll expenses totaling \$8,771 to support the use

of the \$12,920 advance payment. In addition, the Parish provided a \$7,000 invoice for consulting work from T.J. Enterprises to support a portion of the \$10,000 advance payment. Because the Parish advanced funds to Thompson Thibodeaux prior to Thompson Thibodeaux incurring the expenses and did not receive complete documentation of the actual expenses incurred, we could not determine if at least \$3,000 of public funds were used for public purposes.

8. Possible Conflicts of Interest

During our audit, we noted five individuals with possible conflicts of interest involving the Parish's paint program. Information pertaining to each of the five individuals with possible conflicts of interest is as follows:

Eddie Williams, Jr.

Thompson Thibodeaux's Vice Chairman Eddie Williams, Jr. is the brother of Melvin Williams who owns and operates Williams Alliance LLC, a painting contractor that contracted with Thompson Thibodeaux. From May 2005 to August 2010, Williams Alliance was paid \$130,668^L for paint services under Thompson Thibodeaux's paint program.

Furthermore, corporate filing documents obtained from the Louisiana Secretary of State's office list Cherlyn Williams, the wife of Melvin Williams, as an officer and the registered agent of Williams Alliance LLC. Because Thompson Thibodeaux contracted with a business owned by a board member's immediate family member (brother), Mr. Williams appears to have violated state law¹⁶ and federal regulations.¹⁷

Byron Lee

From May 2004 through June 2011, the Jefferson Parish Council passed 10 resolutions and one ordinance related to cooperative endeavor agreements between the Parish and Thompson Thibodeaux which allocated funding totaling \$1,543,000 to Thompson Thibodeaux. Councilman Byron Lee, as a member of the Jefferson Parish Council, put forth three and voted to approve 10 of the 11 motions regarding funding for Thompson Thibodeaux. According to Thompson Thibodeaux's articles of incorporation, Councilman Lee was a member of Thompson Thibodeaux's board of directors until March 2004, two months prior to casting his first Parish Council vote to provide public funding to Thompson Thibodeaux.

Councilman Lee's brother-in-law, Eric Thompson, is the owner of Le' Nouveau Construction. As previously stated, Thompson Thibodeaux's Executive Director Alvin Boudreaux arranged for Le' Nouveau Construction to be used as a subcontractor of Oden Environmental. We asked Councilman Lee about this arrangement and he stated that he was not aware that Le' Nouveau Construction conducted any business with Thompson Thibodeaux. However, documentation from Thompson Thibodeaux shows that not only was Councilman Lee aware that Le' Nouveau Construction conducted business with Thompson Thibodeaux,

^L Thompson Thibodeaux did not request payment from the Parish for \$2,627 of materials invoiced by Williams Alliance and as a result, Williams was paid \$2,627 in excess of the amount paid to Thompson Thibodeaux by the Parish.

Councilman Lee attended meetings regarding Thompson Thibodeaux's use of Le' Nouveau Construction.

Although it is not a violation of state law for Councilman Lee's brother-in-law to be used as a subcontractor, federal regulations require that any conflict of interest, whether real or apparent, be avoided by recipients of CDBG grant funds.¹⁷ As a result of Councilman Lee taking part in Jefferson Parish Council votes to fund Thompson Thibodeaux and by participating in meetings regarding Thompson Thibodeaux's use of Le' Nouveau Construction, Councilman Lee and Thompson Thibodeaux may have violated federal regulations.¹⁷

Anatola Thompson

During our review of Thompson Thibodeaux invoices paid by the Parish, we identified a \$19,794 payment approved by then Parish Community Development Director Anatola Thompson in which her approval may have created a conflict of interest resulting in a possible violation of state law and federal regulations.

On May 8, 2006, Ms. Thompson approved a Thompson Thibodeaux payment request for \$19,794 which included charges for two invoices from Marshall Builders totaling \$8,462. According to Thompson Thibodeaux documentation, during the time period that Marshall Builders provided minor paint and repair services, the owner of Marshall Builders, Michael Barice, was acting in partnership with Le' Nouveau Construction, a business owned and operated by Ms. Thompson's husband, Eric Thompson. Mr. Barice confirmed the existence of this partnership during an interview with auditors. Because Ms. Thompson approved payment of a Thompson Thibodeaux pay request containing charges for a business that her husband appears to have had an economic interest in,¹⁸ Ms. Thompson may have created a conflict of interest resulting in a violation of state law¹⁶ and federal regulations.¹⁷

In her response to this audit report, Ms. Thompson claimed that Mr. Barice, not Marshall Builders, was in partnership with her husband and that Marshall Builders was a sub-contractor of Le' Nouveau Construction. Ms. Thompson provided a document dated July 25, 2005, which she stated, shows that Marshall Builders was a sub-contractor of Le' Nouveau Construction and that after July 25, 2005, Marshall Builders ceased operating as a sub-contractor of Le' Nouveau Construction. However, Thompson Thibodeaux documentation states that Marshall Builders was a sub-contractor of Oden Environmental (see Attachment 1); therefore, the documentation Ms. Thompson presented indicates that the business relationship between Marshall Builders and Oden Environmental ended, not the relationship between Le' Nouveau Construction and Marshall Builders (see Attachment 2).

Mark Spears, Jr.

From February 5, 2007, to June 10, 2011, prior to being elected to the Jefferson Parish Council, Councilman Mark Spears, Jr. was employed as an assistant Parish attorney by Jefferson Parish. Parish documentation shows that while employed as an assistant Parish attorney, Mr. Spears may have violated state ethics law by creating a possible conflict of interest while he was a member of Thompson Thibodeaux's board of directors. In addition, during Mr. Spears'

employment between February 5, 2007, and October 26, 2010, he was required to report any outside legal services to the parish, which he did not do. During his employment between October 27, 2010, and June 10, 2011, Parish policy prohibited him from having a private legal practice, which he did.

According to Thompson Thibodeaux records, Mr. Spears, and his resume, Mr. Spears was a member of Thompson Thibodeaux's board of directors from 2008 to 2010. Parish correspondence shows that, while serving as a board member of Thompson Thibodeaux and as an assistant Parish attorney, Mr. Spears emailed the Parish's accounting department requesting the department to expedite a \$100,000 grant payment to Thompson Thibodeaux. Per the email and Mr. Spears, this email was sent at the request of then-Councilman Byron Lee. Documentation provided by the Parish indicates that on the day Mr. Spears sent this email, a manual check was prepared and Mr. Spears' email was attached to the payment as supporting documentation.

We also noted that Mr. Spears emailed Jefferson Parish's Department of Community Development on October 23, 2008, requesting the Department contact his mother regarding her house being painted. Thompson Thibodeaux records show the date of his mother's application as October 24, 2008, the day after Mr. Spears emailed Community Development. It should be noted that Mr. Spears' mother's home is the house previously discussed in the second example of Phoenix Global's over billings (second home in Harvey, Louisiana noted on page 13). By participating in two transactions, one relating to a person (entity) in which he has an economic interest and the second being an immediate family member, Mr. Spears may have violated state ethics law.¹⁶

In addition, from July 2007 to August 2008 Thompson Thibodeaux paid Mr. Spears a total of \$4,000 to represent Thompson Thibodeaux in a lawsuit pertaining to a first time home-buyer program, which was funded by Jefferson Parish. Mr. Spears stated he was not on the board of Thompson Thibodeaux during the time that he provided legal services to Thompson Thibodeaux. However, Mr. Spears received something of economic value (payment for legal services) for services rendered for an entity that had a contractual business relationship with his agency (Jefferson Parish). This may violate state ethics law^{19,20} and federal regulations.¹⁷

A review of Parish documentation and Mr. Spears' Parish computer revealed that during his employment as an assistant Parish attorney, Mr. Spears appears to have spent a portion of his time performing personal legal services for Thompson Thibodeaux and other clients during regular Parish business hours on 143 separate days (between February 20, 2007, and June 10, 2011).

Examples of personal legal documents found on Mr. Spears' computer include invoices for his personal legal services, copies of Thompson Thibodeaux lawsuit filings, divorce filings, and other legal filings that do not appear to be related to his duties as an assistant Parish attorney. In addition, auditors found five instances where Mr. Spears accessed personal legal documents on his Parish computer that were filed in Parish court on the same day.

Parish policy required Mr. Spears to disclose any outside employment or business interests, prohibited him from using Parish computers for personal use or personal gain, and after October 27, 2010, Mr. Spears was contractually prohibited from performing outside legal services. However, according to Parish records, while employed as an assistant Parish attorney, Mr. Spears did not disclose that he was operating a private law practice and appears to have used his Parish computer for personal legal work despite the representation he made in the affidavit he signed with the Parish.

At a meeting with the Legislative Auditor, held on June 18, 2013, Mr. Spears acknowledged that Parish President John Young instituted a policy in October 2010 that required him to sign a sworn affidavit, which stated, in part, "...I am not allowed to have any other active employment of any kind or nature whatsoever." Despite this policy and Mr. Spears' signed affidavit, Mr. Spears continued working on non-parish cases. Additionally, prior to the institution of President Young's policy, Parish policy required Mr. Spears to disclose any outside work. When asked about this, Mr. Spears stated that he probably did not do this. Moreover, Mr. Spears signed an acknowledgment form stating his understanding of the policy prohibiting his use of the parish computer for personal work. Notwithstanding this policy, private client information, correspondence, and related invoices were found on Mr. Spears' parish computer.

Because of his involvement in transactions between Thompson Thibodeaux, his mother and Jefferson Parish while serving as both a Parish attorney and a Thompson Thibodeaux board member, Mr. Spears may have violated state ethics law^{16,19,20} and federal regulations.¹⁷ In addition, because he did not disclose his private legal practice, used parish equipment to perform personal work and later performed private legal services, Mr. Spears appears to have violated Parish policy and did not abide by the terms of his sworn affidavit.

Mentorship Programs

From 2005 to 2010, Thompson Thibodeaux received public grant funds totaling \$360,000 to operate mentorship programs for at-risk youth. However, it appears that Thompson Thibodeaux provided no mentorship services for \$241,988 (67%) of the \$360,000 received from state and Parish agencies. Of this \$241,988, it appears that funds totaling \$154,826 were misappropriated and the remaining \$87,162 grant funds were used for ineligible expenses. As a result, certain Thompson Thibodeaux Board members and employees appear to have violated state^{12,13,23,24} and federal laws.^{14,25}

Grant Administration

Between 2004 and 2010, Thompson Thibodeaux's executive director and four members of its Board were also employees or members of the Board of Directors of Reverend Mansfield Thompson Education Foundation, Inc. (Faith Academy). This private school was located in Marrero, Louisiana, and ceased operations in December 2010. Faith Academy's 2006 and 2007 Internal Revenue Service (IRS) Form 990 tax filings list Thompson Thibodeaux as a related organization. According to Pastor Edward Joseph III, Faith Academy was overseen by members

of Saint Mary's Baptist Church (St. Mary's). According to Thompson Thibodeaux's 2006 IRS Form 990, St. Mary's is an affiliated organization of Thompson Thibodeaux.

During the period from June 2004 to October 2010, Eddie Williams, Jr. held positions as a board member of Thompson Thibodeaux, executive director of Faith Academy, and treasurer for St. Mary's, and was an authorized signor on all three organizations' bank accounts. In addition, all three organizations employed Thompson Thibodeaux Board Member Ricky Vaughn as their accountant. Because Mr. Williams and Mr. Vaughn were the only individuals who oversaw the administration of all three organizations, duties and responsibilities for these individuals were not adequately segregated for a proper system of internal controls. This lack of oversight/controls allowed the three organizations to operate as one and appears to have exposed public funds to waste and abuse.

Overview of State and Parish Grants and Expenditures

In 2005, Thompson Thibodeaux received two grants totaling \$260,000 from Louisiana state agencies, and in 2009 it received a \$100,000 grant from the Jefferson Parish Council. All three of these grants were provided to Thompson Thibodeaux to operate mentorship programs for at-risk youth. Our audit revealed that Thompson Thibodeaux commingled approximately \$237,475 (66%) of these grant funds with the funds of Faith Academy.

Because Thompson Thibodeaux's grant funds were commingled in bank accounts of another organization (Faith Academy), we reviewed all expenditures incurred by Faith Academy from May 2005 through December 2010. Our review of Thompson Thibodeaux and Faith Academy records revealed that of the \$360,000 of grant funds, no mentorship services appear to have been provided for public funds totaling \$241,988, of which \$154,826 appears to have been misappropriated and \$87,162 appears to have been used for ineligible expenses.

Thompson Thibodeaux Public Grant Funds Not Used for Mentorship Programs				
Grant Source	Total Grant Funds	(A) Funds Apparently Misappropriated	(B) Funds Used for Ineligible Expenses	(A+B) Total Grant Funds Not Used for Program Purposes
Louisiana Department of Social Services	\$100,000	\$62,500	\$37,500	\$100,000 (100%)
Governor's Office of Urban Affairs and Development	160,000	5,598	49,662	55,260 (34.5%)
Subtotal	260,000	68,098	87,162	155,260
Jefferson Parish Council	100,000	86,728		86,728 (86.7%)
Total	\$360,000	\$154,826	\$87,162	\$241,988 (67.2%)

These issues relating to Thompson Thibodeaux's expenditure of state and Parish grants are detailed as follows:

2005 State Grants

Of the \$260,000 of state grant funds received by Thompson Thibodeaux (between May and August of 2005) to provide a mentorship program for low income at-risk youth, Faith Academy and Thompson Thibodeaux appear to have misappropriated \$68,098 and used \$87,162 for ineligible expenses.

1. State Grant Funds Given to Derrick Shepherd's Step Mother

According to Department of Social Services (DSS) correspondence in May 2005, former state representative Derrick Shepherd^M helped Thompson Thibodeaux obtain a \$100,000 grant from DSS, which was funded through Louisiana House Bill number one of the 2004 Regular Session.

On May 19, 2005, Thompson Thibodeaux deposited a \$100,000 grant check from DSS into its bank account. On the same day, Thompson Thibodeaux issued a \$100,000 check payable to Faith Academy which was deposited into a Faith Academy bank account.

According to Eddie Williams, Jr. he signed two blank Faith Academy checks at the request of former Thompson Thibodeaux and Faith Academy Executive Director Alvin Boudreaux (now deceased). On May 27, 2005, two Faith Academy checks, one for \$56,000 and the other for \$500, were written payable to Cynthia Cavalier. Both checks were endorsed using the name of Cynthia Cavalier-Shepherd. When we asked Ms. Cavalier-Shepherd what services she provided for these checks, she asked for an attorney and refused to answer our questions. Mr. Eddie Lee Shepherd, Ms. Cavalier-Shepherd's husband and the father of Derrick Shepherd, told us that Ms. Cavalier-Shepherd is Derrick Shepherd's step-mother. We later sent Ms. Cavalier-Shepherd a certified letter requesting a meeting with her and her attorney. We received no response.

Mr. Williams further stated that in June 2005, the Thompson Thibodeaux board of directors discovered that the two checks paid to Ms. Cavalier-Shepherd were not for a mentorship program and that the board replaced Mr. Boudreaux with Jerome McGowan as Thompson Thibodeaux's executive director. According to Mr. Williams, after the board discovered the checks were paid to Ms. Cavalier-Shepherd, he and Mr. McGowan went to Derrick Shepherd and demanded documentation to support the purpose of the funds paid to Ms. Cavalier-Shepherd. Mr. Williams stated that Derrick Shepherd provided him and Mr. McGowan with an IRS Form 1099 issued by Faith Academy to Ms. Cavalier-Shepherd and stated that she was given the funds because her house had burned down. During our audit, we did not find any record of a fire reported on property owned by Ms. Cavalier-Shepherd. Furthermore, our review of the IRS Form 1099 revealed that the Social Security number reported for Ms. Cavalier-Shepherd was not her correct Social Security number (the last digit in the number was not correct).

^M During an interview with LLA Auditors, former Councilman Byron Lee stated that Derrick Shepherd was his cousin.

Derrick Shepherd refused to meet with us (LLA auditors). However, during a telephone conversation with us, Mr. Shepherd stated that he did not recall having any interaction with or obtaining grants for Thompson Thibodeaux or Faith Academy.

Based on documentation and interviews, these public funds (\$56,500) appear to have been misappropriated. There was no evidence provided to support that these funds were actually used for Faith Academy's mentorship program (purpose of grant funds). These actions indicate a possible violation of state law.¹²

2. State Grant Funds Used to Pay Campaign Expenses of Derrick Shepherd

Faith Academy also used DSS grant funds to pay four individuals a total of \$6,000 for political campaign services. When shown copies of checks that he and three other individuals received, Louis Birdlow stated that he, Eddie Gaddis, Henry Thompson, and Melikile Favorite received the checks for providing campaign services for Derrick Shepherd's 2005 Senate campaign. Mr. Birdlow said that he received his check from Derrick Shepherd and that he did not know that the check was from Faith Academy because the front of the check did not list the name of the business. We learned that Mr. Gaddis is now deceased and attempts to speak with Mr. Thompson and Mr. Favorite were unsuccessful.

Eddie Williams, Jr. stated that he did not write these four checks for the campaign expenses of Derrick Shepherd. He stated that he would usually sign two pages of blank checks and then give them to Mr. Boudreaux.

Based on documentation and interviews, these public funds (\$6,000) appear to have been misappropriated as we were informed they were used to pay for personal campaign expenses instead of funding a mentorship program. Mr. Shepherd may have violated state laws^{12,21} by participating in the above transactions.

3. State Grant Funds Appear to be Misappropriated and Used for Ineligible Expenses

Based upon our review of Thompson Thibodeaux documentation and interviews with former board members and employees, it appears that Eddie Williams, Jr. misappropriated \$5,598 of state grant funds and that Thompson Thibodeaux and Faith Academy used \$87,162 of the grant funds received from DSS (\$100,000) and Urban Affairs (\$160,000) for ineligible expenses.

For example, we reviewed all expenditures of Faith Academy from May 1, 2005, to October 31, 2005, and found that Faith Academy issued 12 checks totaling \$5,598 to individuals or businesses for which there was no supporting documentation. Copies of canceled checks and interviews with the payees of these checks indicate that these checks were fraudulently endorsed and cashed or were deposited into bank accounts belonging to Faith Academy and St. Mary's. The individuals and business owners to which these checks were made payable confirmed that the signatures on the back of the checks were not their signatures. These individuals also confirmed that they did not receive, return, or donate any of the checks to Faith Academy or St. Mary's.

During our questioning of Eddie Williams, Jr. about the purpose of these expenditures, Mr. Williams acknowledged that he wrote false checks and forged endorsements on the backs of the checks in order to (1) cash some of the checks for personal use; (2) deposit some of the checks into bank accounts belonging to Faith Academy and St. Mary's to create false grant expenses; and (3) use some of the forged checks to replace the cash he had taken (for his and Mr. Boudreaux's personal use) from bank deposits of Faith Academy and St. Mary's.

Also, documentation provided by Thompson Thibodeaux to support the mentorship services provided under the DSS and Urban Affairs grants consisted of Faith Academy's after-school care applications and sign-in and attendance sheets for the period August 2004 through June 2005. However, the documentation provided did not support \$87,162 in expenditures. According to Thompson Thibodeaux board member and Faith Academy employee Joycelyn Robinson, Faith Academy provided a regular after-school care program (funded with student tuition) but did not operate an after-school mentorship program during this period. She further stated that Faith Academy's after-school care program was provided only for students of Faith Academy. When asked about Ms. Robinson's statements, Mr. Williams stated that Faith Academy provided no mentorship services for the grant funds received in 2005.

Based on the information provided, Faith Academy did not provide mentoring programs for the grant funds received. As a result, it appears that Mr. Williams violated state and federal laws.^{12,22,23,24, 25}

In his response to this audit report, Mr. Williams claims that he never told auditors that he forged checks to obtain grant funds for personal use or to falsely document the use of grant funds. However, during an interview with auditors on December 5, 2012, Mr. Williams explained, at least eight times, how he would write checks payable to individuals that he personally knew, endorsed their signatures on checks without their knowledge or consent, and then replaced cash from Faith Academy and St. Mary's deposits with these checks. In addition to providing this explanation multiple times, Mr. Williams also stated at least four times that he would use the cash he obtained from these deposits for personal expenses and that he provided cash to Mr. Boudreaux for personal and campaign expenses related to his election to the Jefferson Parish School Board.

2009 Grant from Jefferson Parish

In 2009, the Jefferson Parish Council approved a \$100,000 cooperative endeavor agreement with Thompson Thibodeaux for which Thompson Thibodeaux was to provide a mentorship program for low income, at-risk youth in the Parish. These Parish funds were deposited into a Thompson Thibodeaux checking account maintained by board member Eddie Williams, Jr.

1. No Parish Monitoring

The Parish did not monitor/review Thompson Thibodeaux's use of the Parish grant funds in accordance with the cooperative endeavor agreement. Under the 2009 cooperative endeavor agreement, the Parish required Thompson Thibodeaux to provide quarterly written narrative reports describing the uses of the \$100,000 grant for the mentorship program. However, the

Parish did not obtain any such reports from Thompson Thibodeaux until 2010, when we brought it to their attention.^N

By not reviewing the use of public funds by Thompson Thibodeaux, the Parish could not ensure that funds were used for a public purpose.

2. False Expenditures

Based on our review of Thompson Thibodeaux and Faith Academy expenditures, it appears that from June 2009 through December 2010 Eddie Williams, Jr. misappropriated \$86,728 of grant funds received from Jefferson Parish. As a result, it appears that Mr. Williams violated state and federal laws.

Within one week of the \$100,000 grant check (from the Parish) being deposited into the Thompson Thibodeaux bank account, Eddie Williams, Jr. began transferring funds into Faith Academy's bank account. In total, Mr. Williams transferred \$84,200 of the \$100,000 grant to Faith Academy.

During our review of Thompson Thibodeaux and Faith Academy bank records for the period June 2009 to December 2010, we identified 244 false expenditures totaling \$86,728. These checks (issued by Thompson Thibodeaux and Faith Academy) were made payable to businesses or individuals, but were either deposited into Faith Academy and St. Mary's bank accounts or fraudulently endorsed and cashed by Mr. Williams.

We spoke with 13 individuals who had Thompson Thibodeaux or Faith Academy checks made payable to them between June 2009 and December 2010. Of the 244 false checks, these individuals identified 30 checks totaling \$12,071 on which the endorsement of the check was not theirs, although the check appeared to have been cashed. As previously mentioned, while Mr. Williams was being questioned about the use of public funds by Thompson Thibodeaux and Faith Academy, Mr. Williams acknowledged that he wrote false checks and forged endorsements on the backs of the checks in order to (1) cash the checks for personal use; (2) deposit the checks into bank accounts belonging to Faith Academy and St. Mary's to create false expenses; and (3) use the forged checks to replace the cash he had taken (for his and Mr. Boudreaux's personal use) from bank deposits of Faith Academy and St. Mary's.

Because Mr. Williams acknowledged that he forged checks to obtain grant funds for personal use and to falsely document the use of the grant funds, public funds do not appear to have been used to provide a mentorship program. As a result, it appears that Mr. Williams violated state and federal laws.^{12,22,23,24,25}

In his response to this audit report, Mr. Williams claimed that: (1) Faith Academy received the grant funds because it administered the program, (2) he was never told how the

^N After commencing our audit of Thompson Thibodeaux, an October 19, 2010, email from Jefferson Parish stated that the Jefferson Parish Accounting Department's copy of a 2009 \$100,000 check and supporting documentation payable to Thompson Thibodeaux for a cooperative endeavor agreement with Jefferson Parish was missing from the Accounting Department's document vault.

grant funds could be administered, (3) he did not tell auditors the grant funds were to help pay the financial debts of Faith Academy, (4) auditors did not show him any of the 244 checks identified in the report, and (5) he provided statements from seven individuals who confirmed that they received cash payment for services rendered in 2009.

However, (1) The contract between Jefferson Parish and Thompson Thibodeaux contains no mention of Faith Academy operating the mentorship program, and there was no evidence of a contract between Thompson Thibodeaux and Faith Academy; (2) Mr. Williams executed the cooperative endeavor agreement with the Parish, opened, and was an authorized signor on the bank account containing the grant funds; (3) During two interviews held on August 22, 2012 and December 5, 2012, Mr. Williams stated that he always planned to use the 2009 Jefferson Parish grant funds to pay the financial debts of Faith Academy; (4) During the December 5, 2012, interview with Mr. Williams, auditors presented Mr. Williams with copies of all 244 checks identified in the report. Mr. Williams reviewed several of these checks, after which he explained how and why he endorsed the checks without the payees' knowledge or consent.

(5) Finally, as part of his response, Mr. Williams provided statements from seven individuals who confirmed that they received cash payment for services rendered in 2009. However, upon review of these statements and work papers from our audit, we noted that none of the statements list the types of services that were provided to Faith Academy. In addition, auditors identified several discrepancies between statements contained in Mr. Williams' response and information and statements given to LLA auditors, including:

1. Lois Varnado - According to her signed statement, Ms. Varnado "received cash payments from Faith Academy for services rendered in 2009." Auditors spoke with Ms. Varnado, who stated that she was a substitute teacher at Faith Academy and that all 31 Faith Academy checks made payable to her listed an endorsement signature that was not her signature. Ms. Varnado also stated that she did not provide any services for a mentorship program at Faith Academy.
2. Jacqueline Williams - According to her signed statement, Ms. Williams "received cash payments from Faith Academy for services rendered in 2009." Auditors spoke with Ms. Williams who stated that 10 Faith Academy checks made payable to her listed an endorsement signature that was not her signature. Ms. Williams also stated that she provided no services for a mentorship program at Faith Academy.
3. Dorothy Thompson - According to her signed statement, Ms. Thompson "received cash payments from Faith Academy for services rendered in 2009." Auditors spoke with Ms. Thompson and presented her with copies of four Faith Academy checks made payable to her. Ms. Thompson stated that all four checks listed an endorsement signature that was not her signature.

4. Curtis Carroll - According to his signed statement, Mr. Carroll “received cash payments from Faith Academy for services rendered in 2009.” Auditors spoke with Mr. Carroll who stated that 13 of the 14 Faith Academy checks made payable to him listed an endorsement signature that was not his signature. In addition, Mr. Carroll stated that he performed air conditioning services at Faith Academy.
5. Auditors did not interview Mary Coleman, Henry Thompson, or Mr. Williams’ brother, Clarence Williams, during the course of the audit.

Faith Academy Programs

Faith Academy appears to have improperly used public funds that it received from the Jefferson Parish Council, the Jefferson Parish Workforce Connection, the Louisiana Department of Education, and the Jefferson Sports and Scholastic Foundation. Of the total \$344,124 received from these sources during the period covered by this report, a total of \$239,995 appears to have been improperly used by Faith Academy.

Sources of Faith Academy Public Grant Funds		
Sources of Public Funds	Total Public Funds Received	Public Funds that appear to have been Improperly Used
1. Jefferson Parish Workforce Connection	\$111,983	\$111,983 (100%)
2. Louisiana Department of Education	132,141	28,012 (21.2%)
3. Jefferson Parish Council	15,000	15,000 (100%)
4. Jefferson Sports and Scholastic Foundation	85,000	85,000 (100%)
Totals:	\$344,124	\$239,995 (69.8%)

1. Parish Workforce Connection Grant Funds

From November 2005 to October 2006, the Jefferson Parish Workforce Connection paid \$111,983 to Faith Academy under a contract in which Faith Academy was to provide temporary jobs to workers displaced by Hurricane Katrina. These temporary workers were to provide food, clothing, shelter, and other humanitarian assistance to other individuals who were displaced by Hurricane Katrina. However, our review of the documentation supporting these payments to Faith Academy revealed that no such humanitarian services were provided for the \$111,983 in public funds given to Faith Academy. The Workforce Connection appeared to be reimbursing Faith Academy for payroll expenses of its then current school employees.

According to a former Faith Academy supervisor and two former employees, all individuals listed on the supporting documentation for these payments were teachers or support staff of Faith Academy. These former employees further stated that the individuals listed on the supporting documentation for the payments were never temporary workers and they did not provide any humanitarian assistance to displaced workers, as required by the contract. In

addition, two of the former employees stated that the time sheets submitted to the Workforce Connection as support for these payments were not their real time sheets, but were time sheets they signed at the request of former Faith Academy Executive Director Alvin Boudreaux.

We asked Anatola Thompson, who was the Director of the Workforce Connection in 2005 and 2006, if the Workforce Connection reviewed the temporary jobs program (for compliance). She stated that she did not know if the jobs program had been reviewed for compliance and that she did not personally visit Faith Academy to inquire about the temporary positions.

Because payroll information was submitted to the Workforce Connection by former Executive Directors Alvin Boudreaux and Eddie Williams, Jr. for expenses that were not allowable under the Parish contract and for which Faith Academy received reimbursement, Mr. Boudreaux and Mr. Williams appear to have violated state laws.^{12,13}

In his response to this audit report, Mr. Williams stated that he did not submit any information to the Workforce Connection. However, according to an April 24, 2006, letter (see Attachment 3), Mr. Williams provided a status update to the Workforce Connection regarding the aid received by Faith Academy.

2. State Department of Education Grant Funds

From January 2007 through September 2008, the Louisiana Department of Education reimbursed Faith Academy for \$132,141 in expenses under the Restart School Operations program (Restart program). Our review of documentation submitted to the Department of Education and of Faith Academy check copies revealed that 55 (21%) of the 264 expense transactions submitted to the Department of Education for reimbursement were not actually incurred by Faith Academy. These 55 expense transactions totaled \$28,012 and were comprised of checks that were made payable to individuals and businesses but were actually deposited into bank accounts belonging to Faith Academy or St. Mary's.

As previously mentioned, while Eddie Williams, Jr. was being questioned about the use of public funds by Thompson Thibodeaux and Faith Academy, Mr. Williams acknowledged that he forged endorsements on the backs of the checks in order to (1) cash the checks for personal use, (2) deposit the checks into bank accounts belonging to Faith Academy and St. Mary's to create false expenses, and (3) use the forged checks to replace the cash he had taken (for his and Mr. Boudreaux's personal use) from bank deposits of Faith Academy and St. Mary's. Because Faith Academy requested and received public funds to reimburse expenses that were not incurred, Mr. Williams appears to have violated the Louisiana Constitution,¹³ state^{12,22,23,24} and federal laws.^{14,25}

3. Jefferson Parish River Birch Grant Funds

On September 29, 2006, the Jefferson Parish Council awarded a \$15,000 grant to Faith Academy to provide after-school tutoring and enrichment programs for the youth of Jefferson Parish. However, Eddie Williams, Jr. stated that Faith Academy provided no after-school tutoring or enrichment programs with these grant funds received from the Parish.

In addition, according to the cooperative endeavor agreement, the term of the agreement was not to exceed one year (September 2007) and it required Faith Academy to provide Jefferson Parish with a narrative report regarding the use of the grant funds by December 31, 2006. However, the Parish did not obtain this written narrative from Faith Academy until 2010, when we brought it to their attention.

As previously mentioned, while Mr. Williams was being questioned about the use of public funds by Thompson Thibodeaux and Faith Academy, Mr. Williams acknowledged that he wrote false checks and forged endorsements on the backs of the checks in order to (1) cash the checks for personal use, (2) deposit the checks into bank accounts belonging to Faith Academy and St. Mary's to create false expenses, and (3) use the forged checks to replace the cash he had taken (for his and Mr. Boudreaux's personal use) from bank deposits of Faith Academy and St. Mary's.

Considering that Mr. Williams stated that no after-school tutoring and enrichment program took place at Faith Academy in 2006, and because Mr. Williams falsely reported Faith Academy's use of public funds for expenses that were not incurred, Mr. Williams may have violated the Louisiana Constitution,¹³ state and federal laws.^{12, 22, 23, 24}

4. Sports Foundation Summer Camp Meal Funds

Faith Academy appears to have provided little to none of the food services that it was paid \$85,000 to provide to the Jefferson Sports and Scholastic Foundation (Sports Foundation).

On November 10, 2010, the Louisiana Legislative Auditor issued a public report on its audit of the Sports Foundation which, among other things, reported that from June 2007 to June 2008, the Sports Foundation paid Faith Academy \$85,000 in public funds to provide meals at the Sports Foundation's summer camps (which were held at parks in Jefferson Parish). During interviews held while conducting our audit of the Sports Foundation, Lester Dunn, Jr., the Sports Foundation's Executive Director, stated that he was the only authorized check signor on the Sports Foundation's checking account. Mr. Dunn also stated that he could not provide auditors with copies of a written contract between the Sports Foundation and Faith Academy, documentation of camper attendance for the camps where Faith Academy provided meals, or documentation of the actual number of meals provided by Faith Academy. Mr. Dunn stated that he could not provide this documentation because it either did not exist or had been destroyed.

In addition, while conducting our audit of the Sports Foundation, Eddie Williams, Jr., the executive director of Faith Academy, provided us with check copies which he stated documented food purchases made at local stores for the Sports Foundation summer camps. He further stated that the food purchased at these stores was cooked by Faith Academy's cafeteria staff, who also prepared meals for Faith Academy's own summer camp program.

However, during this audit of Faith Academy's use of public funds, our review of Faith Academy's bank records revealed that the check copies provided to auditors by Mr. Williams during our audit of the Sports Foundation were not copies of the checks that were issued to pay for expenses incurred by Faith Academy to provide meals for the Sports Foundation.

According to Faith Academy bank records, of the total \$85,000 paid to Faith Academy by the Sports Foundation, Mr. Williams withdrew \$62,800 by cashing Faith Academy checks made payable to cash or to himself and he wrote checks totaling \$3,550 to pay his American Express credit card account. When we asked Mr. Williams for the documentation supporting the expenses that these funds were used to pay, Mr. Williams stated that he used the cash to pay the cafeteria staff and other individuals to cook and deliver the meals to the Sports Foundation's summer camps. However, according to multiple Faith Academy cafeteria staff, they did not cook meals for the Sports Foundation summer camps. The cafeteria staff further stated that they only prepared 120 to 150 meals a day for the 60 to 75 summer camp attendees at Faith Academy. According to the Faith Academy invoices submitted to and paid by the Sports Foundation, cafeteria staff would have had to prepare at least an additional 400 to 500 meals per day to feed the attendees at the Sports Foundation's summer camps.

Due to the lack of documentation regarding camp attendance, meals provided, food expenses, and the statements made by Faith Academy cafeteria workers, Faith Academy appears to have provided little to none of the food services that it was paid \$85,000 to provide to the Sports Foundation summer camps. Because Mr. Williams withdrew \$62,800 by cashing Faith Academy checks made payable to cash or to himself for which there was no supporting documentation, and because he wrote checks totaling \$3,550 to pay his American Express credit card account, Mr. Williams may have violated state law.¹² Furthermore, Mr. Dunn may have violated the Louisiana Constitution¹⁵ by paying for food services that the Sports Foundation did not receive.

In his response to this audit report, Mr. Williams stated that cafeteria workers were interviewed by auditors on two separate occasions. Mr. Williams further stated that during the first interview auditors asked cafeteria workers about the 2009 Sports Foundation summer camp, and that during the second interview auditors asked about the 2007 and 2008 Sports Foundation summer camps. However, auditors did not interview the same cafeteria workers multiple times regarding the Sports Foundation summer camps. In addition, since the Sports Foundation summer camps ceased operating in 2008, auditors did not ask cafeteria staff about, nor could the cafeteria staff have confirmed, providing meals for a 2009 Sports Foundation summer camp.

Mr. Williams also questioned how auditors were able to isolate cash withdrawals totaling \$62,800 in 2007 and 2008 when more than \$500,000 was deposited into Faith Academy's bank account during the same time period. During the course of our audit, we reviewed bank records for all of Faith Academy's bank accounts. This review found that all Sports Foundation checks were deposited into Faith Academy's "Summer" bank account. In addition, all expenses reported in the above finding were paid from this same "Summer" bank account. During the time period that Sports Foundation funds were deposited into Faith Academy's "Summer" bank account, this bank account incurred revenues totaling \$131,000 and expenditures totaling \$123,595. Of these amounts, Sports Foundation deposits (\$85,000) comprised 64.9% of the total "Summer" accounts revenue, while the expenditures reported in this finding (\$66,350) comprised 53.6% of the total "Summer" accounts expenditures. As a result, Mr. Williams' statement regarding the amount of funds deposited into the "Summer" bank account during the time period audited is incorrect.

In a written response to the audit report of Thompson Thibodeaux from Mr. Dunn's attorney Bruce McConduit, Mr. Dunn claims that the LLA made fraudulent allegations regarding the operations of the Sports Foundation and provided seven affidavits supporting this claim. However, upon review of these affidavits and work papers from the Sports Foundation audit, we noted the following discrepancies between the affidavit statements and information and statements given to LLA auditors. Below is a list of discrepancies.

1. Four of the nine affidavits are from Jefferson Parish Recreation District employees who list details of meals provided to Sports Foundation summer camp attendees. However, according to interviews with LLA auditors, Jefferson Parish Recreation Director C.J. Gibson stated that the Sports Foundation summer camps were not operated by Parish employees, and that from 2006 through 2008, the Sports Foundation continuously canceled its reservations at local parks and the Johnny Jacobs swimming pool.
2. Three of the affidavits state that auditors spoke with each of the three individual Parish employees on two occasions, but a review of audit work papers and interviews shows no record of auditors meeting or speaking with two of these three individuals, Cheryl Hannibal and Kenneth Averette.
3. The third individual, John Brooks, Jr., stated in his affidavit that he met twice with auditors and witnessed food being supplied to campers in 2006, 2007, and 2008. During an interview with LLA auditors, Mr. Brooks stated that he was the night supervisor of the Martin Luther King, Jr. playground; however, the summer camps took place during the day. In addition, Mr. Brooks told auditors that the Sports Foundation did not hold summer camps at the Martin Luther King, Jr. playground in 2007 or 2008. Lastly, Mr. Brooks' statement to auditors regarding the lack of summer camps at the Martin Luther King, Jr. Playground in 2007 and 2008 is supported by Sports Foundation documentation.
4. Affidavits from Tiffany Firren and Bobbie Lewis stated that they were the Directors of the Kennedy Heights and Williams Playlot summer camps. However, according to documentation provided to the LLA during our audit of the Sports Foundation, with the exception of a \$100 check paid to Bobbie Lewis in 2008 their names do not appear on any Sports Foundation documentation supporting their involvement in the summer camps.
5. In his affidavit, Mr. Sylvester Williams stated that a minimum of 120 breakfasts and 120 lunches were provided daily to camps in 2007, and a minimum of 140 breakfasts and 140 lunches were provided daily to camps in 2008. However, during interviews with auditors, Mr. Williams stated that he worked for the Sports Foundation from 2004 through 2008, and that his main duties were monitoring the Sports Foundation's mentorship program. Mr. Williams did state that he oversaw some summer camp operations on the West Bank of Jefferson Parish; however, Mr. Williams could not recall the locations of all the summer camps or provide details regarding the operation of these camps.

6. In her affidavit, Ms. Mary Coleman stated that “In 2007, a minimum of 120 breakfasts and 120 lunches were provided daily for the campers and the staff of the camps that were operated by the Jefferson Sports and Scholastic Foundation. In 2008 a minimum of 140 breakfasts and 140 lunches were provided daily for these camps. These meals were in addition to the meals that were provided to the camps that were operated by Jefferson Parish.”

However, during interviews with auditors, Mr. Eddie Williams, Jr. never stated that Ms. Coleman cooked or delivered meals for the Sports Foundation. In addition, a review of Faith Academy bank records found no payments to Ms. Coleman in 2007, and only two payments to Ms. Coleman in July 2008, after the summer camps ended in June 2008.

7. In his affidavit, Mr. Clarence Williams stated that “In the summer of 2007 and for the month of June 2008, a minimum of 200 breakfasts and a minimum of 200 lunches were prepared at Faith Academy for Jefferson Sports and Scholastic Foundation. These meals were delivered to summer camps in Jefferson Parish daily, Monday through Friday.”

During interviews with auditors, Mr. Eddie Williams, Jr. stated that Clarence Williams was his brother. In addition, a review of Faith Academy bank records during the time period of the summer camps, June through August 2007 and June 2008, found no payments made to Clarence Williams in 2007. However, 14 checks totaling \$6,430 were written to Clarence Williams in 2008. Nine of these checks, totaling \$3,925, appear to have been deposited into Faith Academy or St. Mary’s Baptist Church bank accounts. The remaining five checks, totaling \$2,505, were all negotiated in July and August of 2008 and listed “Before and After Care” and “Custodial Work” on the memo lines of the checks.

Recommendations

We recommend that the Parish Council:

- (1) develop and implement written policies and procedures to ensure that the Parish expends federal funds in accordance with federal regulations and state law;
- (2) develop and implement a monitoring program to ensure that sub-grantees expend public funds in accordance with federal, state, and local laws and federal regulations. Such a program should ensure that:
 - only eligible applicants receive services funded with public funds;
 - only eligible contractors are selected to provide services funded with public funds;
 - sub-grantees are required to provide copies of all contracts between the sub-grantees and their contractors;
 - an independent cost analysis of sub-grantee contractor rates is performed;
 - all employees disclose any actual or possible conflicts of interest;
 - sub-grantees are required to submit documentation of actual expenses incurred and paid prior to reimbursing sub-grantees;
 - reporting requirements contained in cooperative endeavor agreements are properly monitored and enforced; and
 - sub grantees are required to identify all contractors and subcontractors.
- (3) seek legal advice as to the appropriate actions to be taken regarding the recovery of funds relating to grant payments to Thompson Thibodeaux and Faith Academy for services that were not provided.

ATTACHMENTS

Attachment 1

*Source - Thompson Thibodeaux Community Development Corporation

Marshall Builders General Contractors

May 6, 2005

I *Thomas Oden* here by agree to this contract, under
Oden Environmental Services

the terms that are listed below.

- Oden Environmental Services will be responsible for paying (82%) eighty two percent net cost to Marshall Builders on each home that is completed under Oden Environmental Services company name.
- Marshall Builders will perform work on house, according to guide lines that is set in place by Thompson & Thibodeaux Community Development Corporation Project New Coat Paint Program / Oden Environmental Services.
- Marshall Builders will have the authority to employ any certified painters on carpenters to do work on houses, without any interference from outside contractors.
- This contract is only valid until June 24, 2005. After the expiration date Oden Environmental Services and Marshall Builders will negotiate another contract.

David J. Taylor
Marshall Builders (Owner)

Thomas Oden
Oden Environmental
Services (Owner)

Marshall Builders (Owner)

Wanda J. Heston
Witness

James McLean
Witness

*Document - Oden Environmental Contract with Marshall Builders

Attachment 2

*Source - Thompson Thibodeaux Community Development Corporation

**LeNouveau Construction
& Inspection, Inc.**

32 Magnolia Trace Drive
Hervey, LA 70058

July 11, 2005

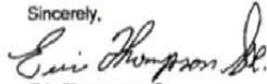
Thompson-Thibodeaux
Community Development Corp.
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072

To Whom It May Concern:

This letter is to inform you that Mr. Mike Barice is in partnership with LeNouveau Construction & Inspection.

If you have any questions, please feel free to contact me at (504)931-8983.

Sincerely,



Eric Thompson, Sr.
Owner

RECEIVED JUL 11 2005

*Document - Le' Nouveau Construction partnership with Marshall Builders letter

Attachment 3

*Source - Jefferson Parish Accounting Department



6216 6th Avenue
Marrero, Louisiana 70072
340-2894

April 24, 2006

Frances Turner, Program Coordinator
Jefferson Workforce Connection
1900 Lafayette Street, Suite 1
Gretna, LA 70053

Dear Ms. Turner:

I received your request to review our current status of the progress that has been made Post-Katrina and found that without the aid of the Workforce Connection, we would not have been able to continue some of the services prior to the hurricane.

Of the 10 remaining employees on the program, we were able to remove 4 of the existing participants and place them back into our budget. These employees include: Ms. Davis, Ms. Christmas, Ms. Kent, and Ms. Marshall, and at the end of the NEG program the remaining 6 participants will be placed back into our budget for the 2006-2007 school year.

We haven't received any other grants or funds from any source. We are operating entirely on revenue collected from student tuition.

If there are any further questions, or concerns, please feel free to contact me at the above number.

Sincerely,

A handwritten signature in cursive script that reads "Eddie Williams".

Eddie Williams,
Co-Administrator

*Document - Jefferson Parish Katrina Payments and Support to Faith Academy
Pg 253

LEGAL PROVISIONS

¹ **Louisiana Revised Statute (La. R.S.) 24:513(A)(1)(b)(iv)** defines a quasi-public agency as “any not-for-profit organization that receives or expends any local or state assistance in any fiscal year.”

² **La. R.S. 24:513(A)(3)** states, in part, that “the financial statements of the offices of the independently elected public local officials, including judges, sheriffs, clerks of court, assessors, and district attorneys, all parish governing authorities and all districts, boards, and commissions created by parish governing authorities either independently or in conjunction with other units of government, school boards, district public defender offices, municipalities, and all boards and commissions created by municipalities, either independently or in conjunction with other units of government, city courts, quasi-public agencies, housing authorities, mortgage authorities, or other political subdivisions of the state not included within the state's Comprehensive Annual Financial Reports, hereinafter collectively referred to as "local auditee", shall be audited or reviewed by licensed certified public accountants subject to Paragraphs (5) and (6) of this Subsection, but may be audited by the legislative auditor pursuant to Paragraph (4) of this Subsection.”

La. R.S. 24:514(J)(1)(c) states, in part, that “the financial statements of local auditees, as defined in Paragraph A(3) of this Section, shall be audited as follows:...”

³ **La. R.S. 24:513(J)(1)(d)** states, in part, that “if the state or local assistance received and/or expended by a quasi-public agency or body is commingled with other funds of the quasi-public agency or body then such state or local assistance and other funds of the quasi-public agency or body shall be audited pursuant to Subparagraph (1)(c) of this Subsection.”

⁴ **24 CFR 570.206** states, in part, that “Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient’s housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.”

⁵ **Code of Federal Regulations (CFR) 24 CFR 570.200(a)(2)** states, in part, that an activity may be assisted in whole or in part with CDBG funds only if “their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low and moderate income families.”

⁶ **24 CFR 84.44(a)** states, in part, that “All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum...”

24 CFR 84.46 states that “Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum: (a) Basis for contractor selection; (b) Justification for lack of competition when competitive bids or offers are not obtained; and (c) Basis for award cost or price.”

⁷ **24 CFR 84.45** states, in part, that “Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action.”

⁸ **24 CFR 84.48** states, in part, that “The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts...”

⁹ **24 CFR 84.51(a)** states, in part, that “Recipients are responsible for managing and monitoring each project, program, subaward, function or activity supported by the award.”

¹⁰ **Office of Management and Budget (OMB) Circular A-122(A)(3)(c)** states, in part that for a cost to be reasonable consideration must be given as to “whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.”

¹¹ **OMB Circular A-122(A)(2)(g)** states, in part, that for a cost “to be allowable under an award, costs must meet the following general criteria: Be adequately documented.”

¹² **La. R.S. 14:67(A)** states, in part, “Theft is the misappropriation or taking of anything of value which belongs to another, either without the consent of the other to the misappropriation or taking, or by means of fraudulent conduct, practices, or representations. An intent to deprive the other permanently of whatever may be the subject of the misappropriation or taking is essential.”

¹³ **La. R.S. 14:133(A)(3)** states, in part, that “filing false public records is the filing or depositing for record in any public office or with any public official, or the maintaining as required by law, regulation, or rule, with knowledge of its falsity.”

¹⁴ **United States Code (U.S.C.) 18§666(A)** defines theft concerning federal funds, in part, as “an agent of an organization who embezzles, steals, obtains by fraud, or otherwise without authority knowingly converts to the use of any person other than the rightful owner or intentionally misapplies, property.”

¹⁵ **Article VII, Section 14 of the Louisiana Constitution** provides, in part, “except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private.”

¹⁶ **La. R.S. 42:1112(B)** states, in part, that “No public servant, except as provided in R.S. 42:1120, shall participate in a transaction involving the governmental entity in which, to his actual knowledge, any of the following persons has a substantial economic interest: (1) Any member of his immediate family.”

¹⁷ **24 CFR 84.42** states, in part, that “No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.”

¹⁸ **La. R.S. 42:1102 (21)** defines a substantial economic interest as “an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons.”

¹⁹ **La. R.S. 42:1112(A)** states, in part, that “No public servant, except as provided in R.S. 42:1120, shall participate in a transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the governmental entity.”

²⁰ **La. R.S. 42:1111 C(2)(d)** states, in part, that “No public servant and no legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, shall receive any thing of economic value for or in consideration of services rendered, or to be rendered, to or for any person during his public service unless such services are: . . . neither performed for not compensated by any person from whom such public servant would be prohibited by R.S. 42:1115(A)(1) or (B) from receiving a gift.”

²¹ **La. R.S. 14:140(A)(1)** states, in part, that “Public contract fraud is committed when any public officer or public employee shall use his power or position as such officer or employee to secure any expenditure of public funds to himself.”

²² **La. R.S. 14:71.1 (A)(2)** states, in part, that bank fraud is “to obtain any of the monies, funds, credits, securities or other property owned by or under the custody or control of a financial institution by means of false or fraudulent pretenses, practices, transactions, representations, or promises.”

²³ **La. R.S. 14:72** states, in part, that “It shall be unlawful to forge, with intent to defraud, any signature to, or any part of, any writing purporting to have legal efficacy.

²⁴ **La. R.S. 14:72.2(A)** defines monetary instrument abuse in part as “whoever makes, issues, possesses, sells, or otherwise transfers a counterfeit or forged monetary instrument of the United States, a state, or a political subdivision thereof, or of an organization, with intent to deceive another person,”

²⁵ **U.S.C. 18§513** states, in part, that “(a) Whoever makes, utters or possesses a counterfeited security of a State or a political subdivision thereof or of an organization, or whoever makes, utters or possesses a forged security of a state or political subdivision thereof or of an organization, with intent to deceive another person, organization, or government shall be fined under this title or imprisoned for not more than ten years, or both. (b) Whoever makes, receives, possesses, sells or otherwise transfers an implement designed for or particularly suited for making a counterfeit or forged security with the intent that it be so used shall be punished by a fine under this title or by imprisonment for not more than ten years, or both. (c) For purposes of this section - (1) the term "counterfeited" means a document that purports to be genuine but is not, because it has been falsely made or manufactured in its entirety; (2) the term “forged” means a document that purports to be genuine but is not because it has been falsely altered, completed, signed, or endorsed, or contains a false addition thereto or insertion therein, or is a combination of parts of two or more genuine documents.”

APPENDIX A

Management's and Other Responses

1. Jefferson Parish.....	A.1-356
2. Lester Dunn.....	A.357-372
3. Michael Hunter	A.373-374
4. Paul Johnson	A.375-382
5. Jerome McGowan	A.383-385
6. Mark Spears	A.386-409
7. Anatola Thompson.....	A.410-416
8. Eric Thompson.....	A.417
9. Eddie Williams.....	A.418-428
10. Cynthia Cavalier-Shepherd.....	A.429
11. Byron Lee.....	A.430
12. Derrick Shepherd	A.431
13. Rickey Vaughn.....	A.432



PARISH OF JEFFERSON
OFFICE OF THE PRESIDENT

JOHN F. YOUNG, JR.
PARISH PRESIDENT

June 19, 2013

Mr. Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

RE: Investigative Audit Report On The Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc. And Reverend Mansfield Thompson Educational Foundation, Inc.

Dear Mr. Purpera:

Thank you for sending the referenced draft investigative audit report dated May 23, 2013. Jefferson Parish welcomes the opportunity to address the issues raised in this draft report.

Jefferson Parish values federal and state financial assistance in providing services to Jefferson Parish citizens. Since 2010, the Parish has instituted many of the changes you recommend in your report to resolve the issues relating to grant management and potential conflicts of interest. I will take additional steps to clarify existing processes, create additional safeguards, and implement best practices with our employees, subrecipients, and non-profit organizations.

I enclose the Parish's findings and responses to recommendations. In addition, I have attached responses from the Department of Community Development and its Director, Ms. Anatola Thompson. Councilman Mark D. Spears, Jr. will be submitting a response to you separately.

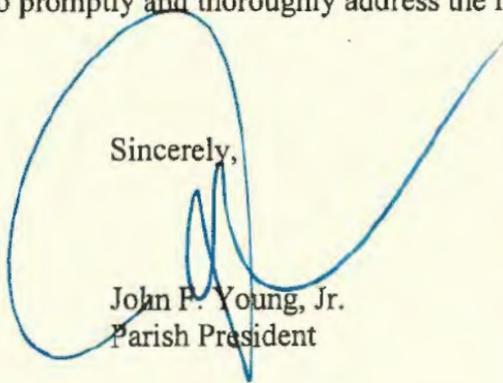
Mr. Daryl G. Purpera, CPA, CFE

June 19, 2013

Page 2

I thank you again for the opportunity to provide the following material information and responses to the findings and recommendations. The Jefferson Parish Council and Administration stand together in our commitment to promptly and thoroughly address the issues you have raised.

Sincerely,



John F. Young, Jr.
Parish President

Cc: Council Chairman Christopher L. Roberts
Councilman Elton M. Lagasse
Councilman Ricky J. Templet
Councilman Paul D. Johnston
Councilman Mark D. Spears, Jr.
Councilman E. "Ben" Zahn, III
Councilwoman Cynthia Lee-Sheng
Mr. R. Christopher Cox, III, Chief Operating Officer
Ms. Deborah Foshee, Parish Attorney

PARISH OF JEFFERSON RESPONSE TO LEGISLATIVE AUDITOR'S DRAFT
INVESTIGATIVE AUDIT REPORT OF MAY 23, 2013 AND RELATED ATTACHMENTS

I. Overview

Jefferson Parish has reviewed the draft investigative audit report and acknowledges the failure to adequately monitor subrecipient contracts and manage grants in the 2004-2010 time period. Since 2010, Jefferson Parish has made great strides to address these issues with several new laws and policies for contract monitoring and reimbursement of subrecipient and non-profit organizations. Jefferson Parish appreciates any state and federal assistance to improve the quality of life of Jefferson Parish citizens. For this reason, Jefferson Parish continues to develop additional checks and balances for the disbursement of funds and administration of federal and state funded projects.

II. Response to Recommendations

Policies and Procedures

The auditor recommends that Jefferson Parish implement written policies and procedures to ensure that use of federal funds complies with state and federal law. Jefferson Parish concurs with the need to implement policies and procedures in grant programs to ensure the compliance with state and federal law. In 2010, Jefferson Parish implemented the requirement of the subcontractor affidavit (Sec. 2-923 of the Jefferson Parish Code of Ordinances, hereinafter "JPCO") in order to track contractors and subcontractors working on federally funded grant projects. This affidavit requires a contractor to list all of its subcontractors prior to contract ratification. In addition, pursuant to Sec. 2-923 of JPCO,

"With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution."

The penalties for not disclosing subcontractors can be found in Section 2-935.1 of the JPCO, and include termination of the contract, disqualification of contracting with the Parish for one year, and a \$5,000.00 fine. The present practice of Jefferson Parish is to require a set of affidavits from each subcontractor that is listed on the contractor's affidavit. Therefore, the Parish has notice of the subcontractors, as well as the subcontractors of subcontractors, on any given non-bid contract.

In addition to monitoring subcontractors, in 2011, the Jefferson Parish Attorney's Office implemented the "General Counsel" in which Assistant Parish Attorneys are assigned specific departments to serve as general counsel to each Director and department. This facilitates communication between the department and the attorney, allowing for questions concerning grant management and the correct allocation of funding to be answered efficiently.

Parish Action Plan to Implement Policies and Procedures: After the Department of Community Development and HUD approve a proposed project to use CDBG funds and a subrecipient is selected, the Department of Community Development will review the procurement procedures of the subrecipient. The Department of Community Development will create a certification form to attach to the subrecipient agreement, certifying that the subrecipient's procurement policy has been approved by the Department. The Department of Community Development will seek Jefferson Parish Purchasing Department and the Parish Attorney's Office approval when necessary before approving of the procurement policies. The Department of Community Development will implement this certification procedure within 90 days of the date of this response.

The Department of Community Development will also provide an example of an approved procurement policy to the subrecipient if the subrecipient is unaware of the procurement guidelines at the federal, state, and local levels. The Department of Community Development will prepare this example of an approved procurement policy within 90 days of the date of this response.

Monitoring Program

The auditor recommends that Jefferson Parish implement a monitoring program to ensure that sub-grantees expend public funds in accordance with federal, state, and local laws. Jefferson Parish concurs with the need to implement a monitoring program to ensure public funds are expended in accordance with federal, state, and local laws. In May of 2011, the Parish adopted Sec. 2-925.1 of the JPCO, detailing the requirements needed in a Cooperative Endeavor Agreement between the Parish and a non-profit organization. Sec. 2-925.1 requires the non-profit organization to submit a budget and anticipated schedule of payments to the Parish. This budget must identify those funds going to each aspect of the project: salaries, professional services, operational charges, etc. In addition, Sec. 2-925.1 also requires the non-profit organization to provide periodic reports regarding the expenditure of funds of the agreement, which allows the Parish to monitor the progress of the project.

Sec. 2-925.1 was adopted in May of 2011. At that time, the manner in which a non-profit organization can receive payment changed; payment can now be made only on a reimbursement or advance service invoice basis. Reimbursement is defined as either:

“(a) payment by the Parish to the non-governmental organization those amounts actually incurred, without increase or mark-up, as contemplated and defined in the cooperative endeavor agreement, and supported by documentation to the reasonable satisfaction of the parish; or in the alternative, (b) payment by the parish to the non-governmental organization those amounts supported by advance service invoices to the reasonable satisfaction of the parish, for those services to be supplied at actual cost, without increase or mark-up. The parish shall review and approve reimbursement in accordance with the terms and conditions of the cooperative endeavor agreement. In the event of payment by the parish of advance service invoices, the non-governmental entity recipient shall provide parish affirmative proof of payment of the invoices within seven (7) days of receipt of funds from the parish.”

Although this still allows a non-profit organization to receive payments in advance, the non-profit organization must provide the advance service invoice prior to receiving payment. Furthermore, within 7 days of receiving the advance payment from the Parish, the non-profit organization must provide proof of payment of the invoices to the Finance Department of Jefferson Parish. Sec. 2-925.1 prevents non-profit organizations from receiving a lump-sum payment from the Parish without any proof that services were provided to the Parish.

Since June of 2010, the Parish has mandated that all elected officials and employees on the executive pay plan fill out a Financial Disclosure Statement annually (Sec. 23-145 et seq. of the JPCO). The employee must disclose all outside employment, business interests, other income, and any immediate family who has a business interest or contractual relationship with a Parish contractor.

Pursuant to Louisiana Revised Statute 42:1170, every employee of Jefferson Parish is required to complete one hour of training in the Code of Governmental Ethics. Ethics education has been part of the mandatory new employee orientation since 2011. This assists Jefferson Parish employees in identifying potential conflicts of interest and provides guidance with regard to resolving any such conflicts.

In 2011, the Office of the Inspector General of the Parish of Jefferson was created. This office allows for a full-time program to conduct investigations, audits, and inspections, and will support the accountability of all Jefferson Parish Departments in disbursing grant

money as well as ensure effective systems of control within the Parish. The Parish of Jefferson also recently hired an Internal Auditor whose duties include assisting the Parish in monitoring programs. Lastly, Jefferson Parish has an Ethics and Compliance Officer to ensure compliance with established parish policies and compliance with parish, state, and federal laws.

Parish Action Plan in Implementing a Monitoring Program: The Department of Community Development and the Jefferson Parish Finance Department will monitor the subcontractors involved in each federally-funded project. They will require a copy of each written contract between the non-profit organization (sub-grantee or subrecipient) and its subcontractors before the Jefferson Parish Finance Department will pay any invoice or receipt under the contract. Using the subcontractor affidavit, the Department of Community Development and the Jefferson Parish Finance Department will determine those contracts it needs to have on file.

The Department of Community Development will conduct a separate internal cost analysis of the subrecipient contractor rates as the auditor has suggested in his recommendations. The Department will keep documentation of this analysis on file with the contract. This cost analysis will be completed using HUD-approved software and should factor-in the difference in cost between new construction versus old construction. The Department of Community Development will create a certification form to approve the rates of the contractor within 90 days of the date of this response. The Department of Community Development will sign this Certification form before any invoices or receipts are paid by the Jefferson Parish Finance Department.

The Department of Community Development will complete monthly reviews of current projects funded by federal or state grants, and will document each review in the project files. Quarterly, the project managers will conduct peer reviews of the projects of other project managers and will review the monthly reviews of their peers. These peer reviews will focus on the sufficiency of documentation for expenses paid to the contractor, the progress of the project, and the adequacy of detail provided by the project manager in his monthly reviews. Peer reviews will be reduced to writing and kept in the project file. The Department of Community Development will create the procedure and format of documentation for the peer review program within 90 days of the date of this response.

The Parish Attorney's Office will propose an amendment to Sec. 2-925.1 of the JPCO within 90 days of the date of this response to clarify that the existing requirements of Cooperative Endeavor Agreements are also required under subrecipient agreements with non-profit organizations.

The Parish Attorney's Office will revise the form of subrecipient agreements with non-profit organizations to include the requirements of Sec. 2-925.1 within 90 days of the date of this response. This revised subrecipient contract form will include all applicable HUD, state, and local regulations in an effort to ensure compliance in federal and state funded projects.

Recovery of Funds

The auditor recommends that Jefferson Parish seek legal advice in the recovery of funds related to grant payments to Thompson Thibodeaux Community Development Corporation, Inc. and Reverend Mansfield Thompson Educational Foundation, Inc. (Faith Academy) for services that allegedly were not provided.

Parish Action Plan in Addressing Recovery of Funds: The Parish Attorney's Office will investigate and provide its recommendations to the Parish Council and Parish President within 90 days of the date of this response.

III. Attachments

Community Development Department

The Department of Community Development has reviewed the draft of the investigative audit report and disagrees with some of the findings therein. The Department has not yet completed a full and exhaustive review but it will continue to research and provide a supplement as appropriate. Attached is the Department's preliminary response.

Councilman Mark D. Spears, Jr.

On May 29, 2009, Assistant Parish Attorney, Mark D. Spears, Jr. advised the Chief Financial Officer Gwen Bolotte of Councilman Lee's instruction to fund the Thompson Thibodeaux mentoring program. *(Please see attached email.)* On October 27, 2010, Mr. Spears signed the Employment Affidavit required by the Parish President beginning in October of 2010 *(Please see attached.)* In addition, Mr. Spears filled out the Employment Certification/Statement of Outside Interests Form in May of 2011. *(Please see attached.)* Before October of 2010, there was no prohibition on having an outside legal practice while maintaining employment in the Parish Attorney's Office. Mark D. Spears, Jr. left

the Parish Attorney's Office on June 10, 2011, and is now serving as Councilman of Council District 3 of Jefferson Parish.

Please see the attached memorandum from the Parish Attorney, Deborah Foshee, to the staff of the Parish Attorney's Office, reiterating the Parish's position on the prohibition against having outside employment, and the constitutional prohibition against the use of Parish facilities and equipment for non-Parish related matters. In addition, the Parish Attorney reiterated the requirements of the Parish's computer usage policy. All further response to this matter will be provided by Mr. Spears.

Director of Community Development, Anatola Thompson

Ms. Thompson (unrelated to the Thompson of Thompson Thibodeaux Community Development Corporation, Inc.) reports she became the Director of Community Development on March 8, 2006. On May 8, 2006, she approved of the payment of an invoice from Marshall Builders for the paint program. At this time, Ms. Thompson reports she was unaware that Le'Nouveau Construction had done any work on the paint project. Current subcontractor requirements and disclosure requirements discussed above should prevent a similar situation from happening in the future. Ms. Thompson's further response regarding the conflict of interest is attached.

DEPARTMENT OF COMMUNITY DEVELOPMENT RESPONSE TO DRAFT OF
INVESTIGATIVE AUDIT REPORT OF MAY 23, 2013

1. The auditor's report provides a table entitled "Thompson Thibodeaux's Sources of Public Funding." It indicates the Jefferson Parish Council provided a total of \$805,973 in funding for the "Minor Paint and Home Repair Program" from 2004 – 2011. Specifically, Jefferson Parish budgeted and made payments under the three paint program contracts as follows:

Contract No. & Resolution No.	Total Budgeted Amount by Jefferson Parish Council	Total Amount Paid to Thompson Thibodeaux
55-00006947; Resolution No. 101213	\$450,000.00	\$305,485.55
55-00009544; Resolution No. 110350	\$300,000.00	\$294,793.68
55-000010621; Resolution NO. 113392	\$350,000.00	\$191,785.00
Total	\$1,100,000.00	\$792,064.23

Therefore, a total of **\$792,064.23** was paid under the three contracts to Thompson Thibodeaux Community Development Corporation, Inc. (hereafter, "Thompson Thibodeaux") for paint programs. It appears the auditor's finding of \$805,973 may be based on a review of the authorized funds, not the funds actually expended, or fail to differentiate between authorized funds and paid funds; this analysis does not permit an accurate view of the actual expenditures. *(A copy of these three contracts and a spreadsheet of the payments made are attached to this response.)*

2. The auditor's report indicates that Jefferson Parish received a total of \$1,375,000 in federal Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG) in 2004-2011. Out of this grant, Jefferson Parish awarded \$1,100,000 to Thompson Thibodeaux. The auditor suggests the Parish was allowed to keep \$275,000 (20%) to administer the program.

The auditor's analysis and findings regarding the allocation of administrative costs (page 4, FNa) does not appear to be consistent with the applicable HUD rules. Specifically, the finding that Thompson Thibodeaux's administrative expenses may have exceeded the permissible scope of administrative costs under federal regulations appears to be based on the premise that administrative costs are determined on a project basis; but, this is incorrect. Administrative costs (not to exceed 20% of the grant amount) are defined by 24 C.F.R. 570.200(g) and applied across the board to overall expenses attributable to all programs funded by CDGB for the year. This provision in its entirety, states:

“Limitation on planning and administrative costs. No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 570.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration *during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year* (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.” [Emphasis Added].

The calculations referenced in the audit are incorrect because they are based on the specific project, while 24 CFR 570.200(g) requires the administrative funds to be based on 20% of the total funding from the CDBG program for one calendar year.

3. The title “Councilman Lee’s Project Paint Lift Program” was created by Thompson Thibodeaux, not Jefferson Parish. The initial Subrecipient Agreement between Jefferson Parish and Thompson Thibodeaux, dated July 1, 2004, provided funding for the “Project Paint Lift Program.” The name of the paint program was changed in the 2008 and 2009 Subrecipient Agreements to the “Project Face Lift Program.”
4. The report reflects the conclusion that HUD was not aware of the existence of the paint program because the Parish had reallocated funding from other HUD approved program budgets to fund the paint program. HUD was aware of the amendments to the Parish action plans. The reallocation of funds occurred by amendments to the Parish’s Action Plan and authorized by contract amendments. These amendments to the CDBG Action Plans were permitted under the federal regulations (24 C.F.R. § 84 et seq.) and through the attached records, it shows the Parish notified HUD of the budgetary changes and changes in the program activities. Please see attached letter to HUD dated July 26, 2004 in which Jefferson Parish describes Amendment No. 3 and Amendment No. 4 to the FY-2003 Action Plan to add the paint program for a budgeted cost of \$450,000. In addition, a summary of the changes, the Jefferson Parish ordinance adopting those changes, and the Notice in the newspaper publishing the proposed changes and announcing the public hearings on the amendments were also attached to this letter to HUD dated July 26, 2004. Furthermore, by letter dated December 5, 2007, Ms. Thompson notified HUD of Amendment No. 1 to the FY-2007 Action Plan in which \$300,000 was budgeted for the Project New Coat program. A summary of the program and the Notice in the newspaper publishing the proposed changes and announcing the public hearings on the amendments were also attached to this letter to HUD dated December 5, 2007. *(The referenced letters are attached; The Department of Community Development continues the process of locating documents responsive to this audit report. The 2008 information will be provided in a supplemental response.)*

5. The audit concludes that Jefferson Parish violated federal regulations when a Jefferson Parish Community Development employee stopped reviewing homeowner paint program applications. As discussed above and attached to this audit response, the paint program reviewed under this audit consisted of three separate agreements between Jefferson Parish and Thompson Thibodeaux. Per the 2004 contract, Thompson Thibodeaux's intake analyst was to review all applications and make a preliminary determination of eligibility in the program. Once the intake analyst completed the file, the Parish, through the Department of Community Development, was to make a final review and approval of eligibility. As stated on pg. 7 of the audit report, Ms. Helen White reviewed and approved all paint program applications for eligibility under this agreement.

In the 2008 and 2009 contracts, the terms of the contract were changed to allow Thompson Thibodeaux to review and provide final approval of the applicants. Thompson Thibodeaux was also to conduct inspections of the homes in order to determine eligibility. Neither the Parish nor the Department of Community Development had direct participation in selecting homes for the program. The Department of Community Development continued to review Thompson Thibodeaux's determination of eligibility through periodic sampling of home applications. As seen in the attached documents, Ms. White performed periodic sampling of home applications under the 2008 and 2009 contracts, and initialed each sample when she determined the homeowner was eligible for the program. *(Please see attached.)*

The audit concludes that 61 of the 96 homes lacked documentation required to determine the program eligibility of program recipients. Since the draft of the audit report was provided to Jefferson Parish, the Department of Community Development reexamined 48 of the 96 home applications, and each of the 48 met the requirements of eligibility under the HUD regulations and contract requirements. Specifically, all 48 of the 96 homes have met the requirements for the low-to-moderate income, home owner, and (for the last two contracts; 2008 and 2009 contracts only) elderly and/or handicapped. *(The Department of Community Development is continuing the review of the remaining 48 applications and will provide a supplement to this response.)*

6. The audit report concludes Thompson Thibodeaux submitted pay requests totaling \$65,619 to Jefferson Parish for expenses that were not incurred and for services that were not provided. Jefferson Parish requests assistance from the auditor in investigating this finding. For example, the auditor references \$27,059 in undocumented expenditures, but only references a \$10,500 payment in the analysis. No specific invoices or receipts are referenced, so the Department of Community Development cannot adequately address the discrepancy without further information.

Regarding the \$10,500 payment to Thompson Thibodeaux for audit services, Jefferson Parish concurs in the discrepancy in payment if only \$5,500 was paid to the auditor for his services. The Parish Attorney's Office is investigating this transaction and will provide a report to the Jefferson Parish President and Council within 90 days of the date of this response.



PARISH OF JEFFERSON
OFFICE OF THE PRESIDENT

JOHN F. YOUNG, JR.
PARISH PRESIDENT

July 2, 2013

Mr. Daryl G. Purpera, CPA, CFE
Legislative Auditor
Office of Louisiana Legislative Auditor
1600 North Third Street
P.O. Box 94397
Baton Rouge, LA 70804-9397

Re: Supplemental Response to Legislative Draft Audit / Jefferson Parish
Council, Thompson Thibodeaux Community Development Corp., Inc.,
and Reverend Mansfield Thompson Educational Foundation, Inc.

Dear Mr. Purpera:

Please be advised that relative to the above captioned matter, the Department of
Community Development has provided additional information in response to your draft audit,
which I am forwarding for your consideration.

Sincerely,

John F. Young, Jr.
Parish President

DCF/mg

cc: Mr. Eric S. Sloan, Asst. Legislative Auditor
Mr. Brent McDougall, Office of Louisiana Legislative Auditor
Hon. Christopher L. Roberts, Council Chairman

Hon. Elton M. Lagasse, Councilman at Large, Div. B
Hon. Ricky J. Templet, Councilman, Dist. 1
Hon. Paul D. Johnston, Councilman, Dist. 2
Hon. Mark Spears, Jr., Councilman, Dist. 3
Hon. Ben Zahn, III, Councilman, Dist. 4
Hon. Cynthia Lee-Sheng, Councilwoman, Dist. 5
Mr. Christopher Cox, COO
Ms. Deborah Cunningham Foshee, Parish Attorney

**PARISH OF JEFFERSON SUPPLEMENTAL RESPONSE TO DRAFT
INVESTIGATIVE AUDIT REPORT OF MAY 23, 2013**

1. **Addendum to previously submitted Response No. 4 regarding the conclusion that HUD was not aware of the existence of the paint program because the Parish reallocated funding from other HUD approved budgets:** As explained in the Department of Community Development Response No. 4, the Parish reported necessary information, including the amendments to its action plans which resulted in funding reallocations. HUD was made aware of the necessary amendments and was aware of the paint program at all times. This is reflected, for example, by the information captured and maintained in the Integrated Disbursement and Information System (IDIS) which is monitored by HUD (*attached, Exh. A: Activity reported for the 2008 program year: "Housing Paint Thompson Thibodeaux (sp)"*).
2. **Parish expenditures not documented:** The draft report finds the Parish advanced \$22,920 to Thompson Thibodeaux for administrative expenses without adequate documentation of actual expenses incurred.

Response: On May 26, 2004, Resolution No. 10123 authorized an initial \$10,000 advance payment to Thompson Thibodeaux for administrative costs upon the execution of a subrecipient agreement for the Project Paint Lift Program. On November 4, 2009, Resolution No. 113392 authorized an initial advance payment of \$12,920.00 to Thompson Thibodeaux upon the signing of the contract to cover program delivery costs. In connection with the \$10,000.00 advance payment, Parish records show that standard form(s) (Request for Payment) together with supporting documentation which detailed actual expenses were submitted to the department and approved for payment after review and approval by department staff. (*attached, Exh. B: Res. No. 10123 and Parish of Jefferson Request for Payment for Professional Services with attachments. The Department will continue its review to identify any additional record(s) that may exist.*) In connection with the \$12,920.00 advance payment, Parish records show that standard form(s) (Request for Payment) together with supporting documentation which detailed actual expenses were submitted to the department and approved for payment after review and approval by department staff. (*attached, Exh. C: Res. No. 113392 and Parish of Jefferson Request for Payment for Professional Services with attachments. The Department will continue its review to identify any additional record(s) that may exist.*)

Jefferson Parish permitted advance expenditures in this manner in 2004 and 2009; however, Sec. 2-925.1 now requires that a request for advance payment by a non-profit organization be supported by an invoice (prior to receiving payment) and proof of payment for services within seven (7) days of receiving advance payment from the Parish. Sec. 2-925.1. Nor were there any indications that these expenditures were precluded or prohibited by federal regulations. Allowable costs under the federal regulations may include salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures so long as it is "necessary, reasonable, and directly related to the grant."

OMB Circular A-87; OMB Circular A-122; 24 C.F.R. §85.22; 24 C.F.R. §84.27.

3. *The failure to adequately monitor the procurement of contractors and subcontractors:*
The draft audit finds the Parish did not adequately monitor Thompson Thibodeaux's procurement of paint contractors (pages 10-13, draft audit report) and that subcontractors hired by the five (5) prime contractors identified in the report were "unqualified" and/or related to board members, employees or (former) Councilman Lee. First, the Parish recognizes its duty to ensure that all subrecipient activities, including the procurement of contractors, are performed in conformance with the local, state and federal requirements. However, the procurement of subcontractors to perform services (e.g., painting) is permissible and not uncommon in the construction industry. 24 C.F.R. §84.44. The basis for the determination that some subcontractors were "unqualified," as stated in the draft report, is not clear to the Department.

Regarding the finding that contractors were paid in excess of fair market value, the Department of Community Development offers the following: the Community Development staff provided guidelines, including recommended and permissible rates for contractors. The Parish utilizes the "RESPEC" software – which is designed specifically for the rehabilitation industry – to assist in providing accurate cost estimates and projections. Although the N.O. Means Rate (NMR) system is one method that may be used to determine the fair market value of projected costs (particularly for new construction), it is especially important to take into account project variances in requirements (e.g., necessary labor and materials) and costs, which are common in the rehabilitation and repair work industry. On the other hand, the costs of new construction do not typically include costs for lead testing, abatement, etc., Therefore, it would not be unreasonable for the costs associated with the homes serviced by the paint programs to be higher than the costs for new construction. Notwithstanding this, the Department did, advise permissible rates for Thompson Thibodeaux's contractors. (*Attached, Exh. D: Project New Coast Exterior Paint Program Cost Sheet*).



PARISH OF JEFFERSON

OFFICE OF THE PRESIDENT

JOHN F. YOUNG, JR.
PARISH PRESIDENT

September 9, 2013

Mr. Daryl G. Purpera, CPA, CFE
Legislative Auditor
Office of Louisiana Legislative Auditor
1600 North Third Street
P.O. Box 94397
Baton Rouge, LA 70804-9397

Re: Supplemental Response to Amended Legislative Draft Audit /
Jefferson Parish Council, Thompson Thibodeaux Community Development
Corp., Inc., and Reverend Mansfield Thompson Educational Foundation, Inc.

Dear Mr. Purpera:

Thank you for yours of August 23, 2013. Please allow the attached to supplement the response of the Parish dated June 19, 2013 and the first supplemental response of the Parish dated July 2, 2013.

The Parish of Jefferson respectfully requests that our original response, the first supplemental response, and this second supplemental response be included in the final published audit report.

Sincerely,

John F. Young, Jr.
Parish President

Attachments (3)

JFY/mg

cc: Mr. Eric S. Sloan, Asst. Legislative Auditor
Mr. Brent McDougall, Office of Louisiana Legislative Auditor

Hon. Christopher L. Roberts, Council Chairman
Hon. Elton M. Lagasse, Councilman at Large, Div. B
Hon. Ricky J. Templet, Councilman, Dist. 1
Hon. Paul D. Johnston, Councilman, Dist. 2
Hon. Mark Spears, Jr., Councilman, Dist. 3
Hon. Ben Zahn, III, Councilman, Dist. 4
Hon. Cynthia Lee-Sheng, Councilwoman, Dist. 5
Mr. Christopher Cox, COO
Ms. Deborah Cunningham Foshee, Parish Attorney

*SUPPLEMENTAL RESPONSE TO DRAFT INVESTIGATIVE
AUDIT REPORT OF AUGUST 23, 2013:*

Community Development Paint Program: The supplemental draft investigative audit provides (at p. 7 of 36):

From June 2004 to January 2005, Ms. Helen White, the Jefferson Parish Community Development project manager for the paint program, reviewed and approved all Thompson Thibodeaux homeowner paint program applications.

Response: This is incorrect. The Department reports that Mr. Tim Guidry served as Program Manager from June 2004 to January 2005; Ms. White, however was responsible for reviewing applicant eligibility information.

Monitoring Program

On page 33 of the original draft of the Audit dated May 23, 2013, the auditor made monitoring program recommendations. The Parish responded to the Recommendations on page 1 in the Parish's original response dated June 19, 2013. Below is a supplement to that Response to Recommendations.

Response to Recommendations: The auditor recommends that Jefferson Parish implement a monitoring program to ensure that sub-grantees expend public funds in accordance with federal, state, and local laws. On January 1, 2013, Jefferson Parish launched the JP Contracts Online Module ("COM"), a program to assist Parish departments in their management of contracts. COM insures that every contract is assigned to one department. That one department is responsible for monitoring the amount of money spent, the amount unspent, and the expiration date of each contract. If grants are awarded to non-profit corporations today, the department selected to monitor the contract would be responsible for reviewing invoices, approving of payments, and making sure the contract does not expire before the work is completed. Lump-sum payments of grants are no longer permissible under both Sec. 2-925.1 and COM. Departmental review of invoices insures that the work performed is properly documented before payment is made.

MSpears

From: MSpears
Sent: Friday, May 29, 2009 1:18 PM
To: GBolotte
Cc: CJumpiers
Subject: Tompson Thibodeaux Community Development Organization

As per Councilman Lee, it has been requested that the one hundred thousand dollars (\$100,000.00) to Thompeon Thibodeaux for its mentoring program be drawn as soon as possible. I will leave a copy of the original contract in your office. Thanks.

Mark D. Spears, Jr.
Assistant Parish Attorney
Telephone: (504) 364-3822
Facsimile (504) 364-2673

5/29/2009

Honorable John F. Young, Jr.
President of Jefferson Parish
1221 Elmwood Park Blvd.
Suite 1002
Jefferson, LA 70123

Dear President Young:

I accepted the unclassified position I currently occupy with full understanding that my employment with Jefferson Parish would be served for an indefinite period at the will and pleasure of the Parish President.

I am offering this notice of voluntary resignation from my current position with Jefferson Parish. I understand that I will receive acknowledgement by the Parish President when this notice of voluntary resignation has been accepted and that my employment will end upon his acceptance of my resignation.

Furthermore, I acknowledge and confirm that prior to my final date of employment I am to arrange for an exit interview and separation process with the Department of Human Resource Management.

I further acknowledge that upon separation from my employment with Jefferson Parish that for a period of two (2) years following this separation I cannot engage in any transaction, business, or contract or assist another person in connection with any transaction, business, or contract, whether or not for compensation, involving the Parish in accordance with the terms and provisions of the Louisiana Code of Governmental Ethics.

My failure to return this notice to the Parish President, on or before 4:30 p.m. on Friday, October 29, 2010, will result in an immediate termination of my at will employment.

MU. 2-
Employee Signature

10-27-2010
Date

STATE OF LOUISIANA
PARISH OF JEFFERSON

EMPLOYMENT AFFIDAVIT

BEFORE ME, the undersigned Notary, and in the presence of the undersigned witnesses, personally came and appeared:

Mark D. Spears, Jr.

a person of the full age of majority, who did depose and say as follows:

This affidavit is made and tendered in particular regard to my application and desire to secure and retain employment with the Parish of Jefferson. It is made voluntarily and with the full understanding that I have the right and privilege of seeking counsel of my choice in order to fully and completely appreciate each and every implication associated with it.

I acknowledge and understand that it is a policy goal of the administration of the Parish of Jefferson to ensure a) public confidence in the integrity of parish government, b) the independence and impartiality of elected officials and public employees, c) that the policy and decisions of government are made in the best public interest and in the appropriate government structure, and d) that public employment is not used for private gain. As such, I declare as follows:

- 1) I am currently residing at [REDACTED], Marrero, LA 70072.
- 2) I acknowledge and understand that I have been provided with a summary of the Louisiana Code of Governmental Ethics, LSA R.S. 421:1101 et seq., a copy of which is attached hereto and identified as Exhibit "A". In order to further the policy and goals of the Parish of Jefferson and should I be afforded the opportunity to work for the people of Jefferson Parish, it is my obligation and responsibility to become and

remain familiar with all laws of the United States and Louisiana, together with all ordinances and rules of the Parish of Jefferson regarding public employment.

- 3) I understand and acknowledge that employment with the Parish of Jefferson is full time, meaning no less than thirty-five (35) hours each week. All employment with the Parish of Jefferson shall be exclusive, meaning that I am not allowed to have any other active employment of any kind or nature whatsoever.
- 4) I understand and acknowledge that any and all conflicts with my duties and responsibilities with the Parish of Jefferson and any other interest that I have or may acquire will not be tolerated. Should any such conflict or potential conflict of interest arise during the course of my employment, I am obligated to immediately notify my supervisor and the Parish Attorney and further, to immediately resolve such conflict or potential conflict in favor of the interest of the Parish of Jefferson.

I understand and acknowledge that the obligations, responsibilities, and representations referenced in and/or created by this affidavit are of such importance that without them, I would not be eligible for employment with the Parish of Jefferson. As such, I understand that if any representation contained herein is false or inaccurate, or becomes false or inaccurate at any time during the course of my employment, remedies available to the Parish of Jefferson shall include, but not be limited to, immediate termination. I also understand and acknowledge that should the Parish of Jefferson become aware of any evidence, information, or inference of conduct or activity which may reasonably be construed as a violation of any rule, regulation, ordinance, law or statute giving rise to criminality, whether felony or misdemeanor, such information or evidence will be provided to an appropriate authority for investigation and/or prosecution and all

employees of the Parish of Jefferson will be required to fully cooperate with all prosecutorial authorities.

I understand and acknowledge that all representations made herein are done so upon penalty of perjury.

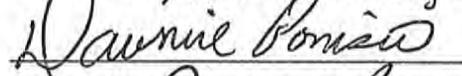
THUS DONE AND SIGNED in the Parish of Jefferson, on this 27th day of October, 2010.

WITNESSES:

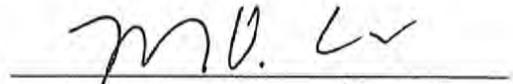
AFFIANT:



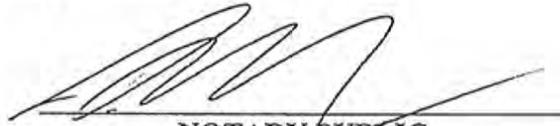
Print Name: Anthony S. Angelette Jr.



Print Name: Dawnine Pomisino



Print Name: Mark D. Spears, Jr.



NOTARY PUBLIC

Print Name: Sam Chappette

Bar/Notary No. 04113

My Commission is for life.

EMPLOYMENT CERTIFICATION/STATEMENT OF OUTSIDE INTERESTS

1. Please state your name and address: Mark D. Spear, Jr.

2. Do you have any secondary jobs/employment or business interests in which you were engaged, are currently engaged or anticipate engaging during the year 2011. This shall include any part-time, sub-contractual, temporary, occasional or consultative work, etc.
 Yes No

3. If you answered "Yes" to 2 above, please list each secondary jobs or business interest; provide a detailed nature of the work or business interest, and the dates of employment.

4. Do you have any secondary jobs/employment or business interests in which you were engaged, are currently engaged or which you anticipate engaging during the year 2011, for which you will file a Form 1099 or W-2 with the Internal Revenue Service?
 Yes No

5. If you answered "Yes" to 4 above, please list each secondary jobs/employment or business interests in which you are currently engaged or in which you anticipate engaging during the year 2011, the dates of said employment, and nature of work, and current status of said employment or business interests for which you will file a Form 1099 or W-2 with the Internal Revenue Service.

I am a Commissioner for the Regional Transit Authority.

6. Are you currently or have you been self-employed (whether business is incorporated or unincorporated) during the year 2011?
 Yes No

7. If you answered "Yes" to 6 above, please list the dates of self - employment, nature thereof, and current status of said self employment.

I, the undersigned, do hereby certify that the foregoing answers to the Employment Certification/Statement of Outside Interests is true and correct, on this the 6 day of May, 2011. I further acknowledge that providing false or misleading answers to the Employment Certification/Statement of Outside Interests shall be grounds for discipline, up to and including termination.

m. d. c.

Signature



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

June 18, 2013

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

All Attorneys:

Ladies and Gentlemen:

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

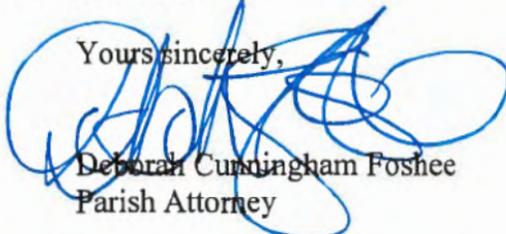
Please allow me to reiterate a number of policies within the Parish Attorney's Office:

- 1) We are not allowed to use public funds or property for anything other than public purposes. That includes use of the Parish's computer equipment and networks. To do otherwise is a violation of the State Constitutional prohibition against alienation of public funds.
- 2) We may not perform any sort of work, personal or private, other than Parish work while on Parish time. To do otherwise is a violation of the same Constitutional provision.
- 3) We may not have an outside legal practice, even on our own time. To do otherwise is a violation of the Parish President's policy and terms of our employment with the Parish as set forth in the affidavit we each signed at the request of President Young. With prior approval of the Parish President we can perform pro bono legal services on our own time. If you wish to perform pro bono legal services, please submit a request to me in writing and I will seek permission from President Young on your behalf.

Mary Galley will be submitting the Parish's current computer use policy to you. Even if you have reviewed it before, I request that you review it again and sign the acknowledgement page attached. Please return the acknowledgement page to Mary for inclusion in your personnel file.

Thank you for all the good work you do on behalf of the Parish.

Yours sincerely,


Deborah Cunningham Foshee
Parish Attorney

DCF/mg
Attachments

- purchasing food, absent any purchase or consumption of alcohol, during the employee's authorized lunch break from an establishment which is permitted sell alcohol to patrons.
8. The use of any tobacco product in the workplace by an employee is prohibited except in any area designated for such use.

511 Gambling

1. The parish does not permit gambling in any form by its employees during work days. This policy includes the selling of lottery tickets, sports pools, dice, and other games of chance.
2. A work day is defined herein as regular and over-time working hours, lunch periods, clean up time, and other breaks.
3. No employee shall frequent or visit any casino, racetrack, or off-track wagering facility during the work day and/or while acting in the course and scope of assigned duties except and unless such is within the course and scope of the employees job description and assigned duties.
4. Where lawful and appropriate, participation in games of chance which support charitable organizations may be permitted only after receiving written approval by Parish President or the Parish President's designee.
5. Violation of this policy will be just cause for disciplinary action.

512 Conviction and arrests for certain crimes – duty to report

1. Conviction and arrests of certain crimes
 - 1.1 Conviction and arrests of certain crimes may have a direct effect on an employee's ability to perform the employee's regular assigned duties.
 - 1.2 The degree to which the arrest or conviction of a crime has on an employee's ability to perform the employee's regular duties would include but not be limited to (a) the nexus between the type of crime and the employee's regular duties; (b) the impact of any conditions of release, diversion, conviction, post-conviction orders placed on the employee's ability to fully perform job duties.
 - 1.3 A determination of whether an employee's ability to perform job duties has been impaired by an arrest or conviction for certain crimes shall be made by the appointing authority in consultation with Human Resource.
 - 1.4 Employees who are no longer able to perform job duties because of an arrest or conviction of certain crimes may be subject to disciplinary action.
2. Duty to report
 - 2.1 All employees have a duty to report certain arrest and convictions to the employees' appointing authority within 72 hours
 - 2.2 Any arrest for a felony offense shall be reported;
 - 2.3 Any arrest for battery or Driving Under the Influence (DUI) shall be reported.
3. Failure to report
Any employee who fails to comply with the reporting requirements of this policy may be subject to disciplinary action.³⁸

513 Use of Equipment, Vehicles and Information/Communication Resources

1. Use of Equipment or Vehicles
(Reserved for future use)

³⁸ Jefferson Parish Personnel , Rule X, Section 2, Termination for conviction of a felony

2. Use Technologies and Communication Systems

2.1. Establishment

This policy is established to govern access and usage of Parish technology and communications systems administered by or under supervision of Electronic Information System Department ("EIS"), including but not limited to the Parish computers, servers, network system, electronic mail system, intranet, internet access, and voice systems. This policy is also established to define expectations regarding usage and/or access to Parish technology and communication systems and to provide to for related responsibilities.

2.2. Purpose

The purpose of this policy is to provide strict guidelines regarding the use of Parish technology and communication systems, to provide strict guidelines regarding computers, storage devices and/or mobile devices (including but not limited to smart phones, tablets and other mobile devices) present at the work place, whether or not such equipment is owned by the Parish, which may be used to access the Parish network systems or is otherwise supported by the Parish network system, including internet access.

2.3. Scope

The scope of this policy extends to the access and usage of Parish technology and communication systems whether it is through Parish owned equipment or personal devices.

2.4. Policy Definitions

"Electronic mail" or "e-mail" means any message or communication which is sent or received though the Parish network or by Parish Internet access and includes any electronic data, images, or attachments to the message or communication.

"Internet" means an open computer network which connects computers and other computer networks and organizational computer facilities world-wide through which communications may be made and resources gathered and shared.

"Mobile devices" means a small, hand-held computing device typically having a display screen with touch input and/or a miniature keyboard with an operating system, the capability to run certain software applications.

"Parish network" means the computers and computing hardware devices that are linked together through communication channels maintained by the Parish to facilitate communication and resource-sharing within Parish government and includes Parish electronic mail system and Parish intranet.

"Parish intranet" is the restricted network accessible by Parish computers through which certain information and resources are shared within Parish government.

"Parish technology and communication system" means the Parish network and the computer hardware and software acquired and maintained by the Parish which supports use of technology by the Parish through computers, printers, scanners and other supported equipment.

"Smart phone" is a cellular telephone with advanced functionality such as text messaging, internet access, camera capabilities, recording capabilities, electronic mail capabilities.

2.5. Ownership and access to technology and communication; No Expectation of Privacy

- Parish technology and communications system is for the effective and efficient operation of government and uses related to Parish employment.

- All forms of data created, entered, shared, transmitted, received or stored using Parish technology and communication system is considered Parish property and is subject to being monitored, viewed, or released except as may otherwise be prohibited by state or federal privacy laws.

- Employees should assume that all forms of data created, entered, shared, transmitted, received or stored using Parish technology communication system will be monitored and viewed. Employees using Parish technology and communication systems to create, access, share, transmit or receive data or information that would

otherwise be subject to any claim of confidentiality or privilege from disclosure hereby waives the right to assert such claim of confidentiality or privilege from disclosure.

- Parish has licensed the use of certain commercial software application programs for Parish purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use or distribute copies of such software in a manner which does not comply with applicable licensing agreement or otherwise violates the terms of the license agreement.

2.6. Electronic Mail and Electronic Mail Tampering

- Parish e-mail is to be used solely for communications and responding to inquiries related to the efficient and effective operation of government and job-related duties.

- Transmission or receipt of e-mails for strictly personal reasons is considered a misuse and abuse of Parish technology and communication system.

- E-mail messages received shall not be altered without the sender's permission nor shall messages be altered and forwarded to another user and/or unauthorized attachments placed on another's e-mail without the individual's permission.

- "1,2,3's" of Parish e-mail

3 DON'TS (1) DON'T use e-mail as a substitute for a conversation; (2) DON'T use casual or offensive language, slang, abbreviations or emotional symbols when composing an e-mail; (3) DON'T "Reply All," unless it is essential that *all* original recipients receive reply.

3 DO'S (1) DO assume all e-mails are subject to public disclosure; (2) DO include a subject and closing (signature); (3) DO proofread before sending.

2.7. Internet Usage and Browsing

Internet access is restricted to uses which further effective and efficient operation of government, to provide enhanced service of the highest quality, and to support other direct job-related purposes. Internet access is a Parish resource which is provided as a tool for employees to engage in necessary research, professional development and work-related communications. Internet access shall not be used for strictly personal purposes or reasons unrelated to Parish employment and job duties.

2.8. Prohibited Uses of Technology and Communication Systems

The following is a non-exclusive list of prohibited uses of the Parish technology and communication systems:

- Downloading files from the Internet or other devices or receiving or sending files as attachments to e-mails which are unrelated to the efficient and effective operation of Parish or job duties;

- Causing congestion, disruption, disablement, alteration or impairment through misuse of Parish technology and communication systems;

- Installing software on Parish computer without verifiable license;

- Installing software on Parish computers that is legally licensed to user but not licensed to Parish;

- Installing or reconfiguring hardware or software on Parish computers or network without proper authorization from EIS;

- Using systems to solicit or sell products or services that are unrelated to Parish business;

- Accessing networks, servers, drives, folders or files to which the employee has not been granted access or authorization from the appropriate supervisor;

- Making unauthorized copies of Parish files, information or data;

- Destroying, deleting, erasing or concealing Parish files or other data, or otherwise making such files or data unavailable or inaccessible to the Parish or to another authorized user of the Parish system;

- Misrepresenting oneself or the Parish through use of Parish technology and communication systems;

- Propagating any virus, worm, Trojan horse, or other program or code designed to disrupt, disable, impair, or otherwise harm either Parish technology and communication systems or those of any individual computer;

- Using abusive, profane, threatening, discriminatory or otherwise objectionable language through use of Parish technology and communication systems;
- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam");
- Sending, receiving or accessing offensive materials, including but not limited to sexually explicit materials or materials whose content would otherwise be considered discriminatory or harassing;
- Engaging in unlawful or malicious activities;
- Engaging in recreational games, gambling or wagering activity through use of Parish technology and communication systems;
- Defeating or attempting to defeat security restrictions governing use of Parish technology and communication systems;
- Engaging in political or partisan activity;
- Maintaining, organizing, or participating in non-work related Web logs ("blogs"), Web journals, "chat rooms", social media sites.

2.9. Responsibilities

2.9.1. EIS Responsibility

EIS is responsible for regularly checking and monitoring department and employee use and access to Parish technology and communication system, including but not limited to accessing and monitoring individual's use of computer equipment, electronic-mail, and internet access.

2.9.2. Employee Responsibility

All employees are responsible for:

- Using Parish technology and communication in a manner consistent with this policy and shall refrain from engaging in any conduct which compromises the integrity of the Parish technology and communication system or otherwise violates this Administrative Management Policy;
- Choosing a secure password and changing the password frequently;
- Protecting and preserving security by keeping confidential passwords;
- Logging off of Parish computer and/or network;
- Refraining from leaving computer unattended without enabling proper security;
- Reporting abuse of Parish technology and communication systems to appropriate supervisor;
- Reporting information which indicates systems' security has been breached or compromise or the integrity of the system is otherwise compromise, including by way of example only a misappropriated password, incident computer viruses, computer crashes.

2.9.3. Supervisor Responsibility

- Monitoring and ensuring compliance by employees;
- Determine, approve or deny requests for use and access to Parish technology and communication systems based upon departmental needs, needs for services; employee job-duties, potential for misuse or abuse of systems;
- Review employee authorization and access to Parish technology and communication systems upon change of employee classification or position;
- Notify and confirm with EIS that employee access to Parish technology and communication systems is terminated upon termination of employment;
- Receiving reports from employees of abuse or misuse of Parish technology and communication systems;
- Receiving information from employees that systems' security has been breached or otherwise compromised, including reports of viruses and computer crashes;
- Reporting abuse or misuse of Parish technology and communication systems and breaches or compromises in systems' security to EIS;

- Taking appropriate disciplinary action.
- 3. Acquisition of Technology/ Communication System Resources
Any technology and communication system equipment and computer drivers to be installed on the Parish technology and communication system shall be acquired by the Parish with the approval of EIS to be installed by EIS.

600 Employee Evaluation and Protection

601 Employee Evaluation

(Reserved for future)

602 Maintaining Standards of Effective Service

1. Establishment
Jefferson Parish is committed to enforcing a system of corrective discipline that is critical to the overall enforcement of policies, rules and regulations. Corrective disciplinary action will be taken when an employee is unwilling or unable to perform the duties of the employee's position in a satisfactory manner, has engaged in prohibited conduct, violated the provisions of this manual, neglected to perform any action, or has otherwise become subject to corrective action. Jefferson Parish hereby provides notice to all employees that discipline may be imposed for substandard performance, unacceptable or prohibited conduct or as otherwise appropriate. "Corrective action" is defined to include but not be limited to an oral warning, written reprimand, fine or restitution, suspension, denial of salary increase, demotion (reduction in pay) and termination.
2. Purpose
The purpose of this policy is to address serious incidents of misconduct, wrongful acts, repeated violations of policies, regulations, rules, or unacceptable performance of any employee and to provide a procedure for corrective disciplinary action, including disciplinary suspensions.
3. Scope
This policy applies to all appointing, classified, unclassified, full-time, and part-time employees under the administrative authority of the Parish President. The authority to administer disciplinary suspensions resides with the appointing authorities. This policy is not intended to create or confer any interest in employment of position beyond that which is established pursuant to the parish home rule charter and the Personnel Rules of the Classified Service.

Fines or Restitution

- 3.1 Establishment
All employees who are entrusted with or charged with the use of parish property and equipment have an affirmative obligation to use, maintain, and protect the equipment from loss or damage. Employees will be held responsible for damage to or loss of parish property. If damage or loss occurs, the employee(s) entrusted with the care and custody of the property may be required to pay restitution for the repair or replacement of the damaged property, or alternatively, may be fined whether such damage or loss is the result of willful neglect, recklessness, negligence or accident.
- 3.2 Purpose
The purpose of this policy is to provide a uniform, corrective policy as it relates to damage to all parish vehicles, equipment and property; to provide a fair, reasonable policy which encourages employees to be cautious and protective of parish property

EMPLOYEE'S SIGNATURE / DATE

I have received and reviewed JEFFERSON PARISH ADMINISTRATIVE MANAGEMENT POLICY NO. 513, SECTION 2, REVISION DATED APRIL 2013, and understand that my use of the Parish electronic communication will be monitored and any prohibited or unauthorized usage will result in the proper disciplinary action being taken.

June 18, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

The audit states at page 18, that I may have created a conflict of interest when I approved the payment of \$19,794 on May 8, 2006 which included charges for two invoices from Marshall Builders totaling \$8,462 and that according to Thompson Thibodeaux's documentation, during the time period that Marshall Builders provided minor paint and repair services, Marshall Builders was acting in partnership with Le'Nouveau Construction, a business owned and operated by my husband, Eric Thompson. To this statement I offer the following:

- According to my review of Thompson Thibodeaux documentation there was a document dated July 11, 2005 and signed by Eric Thompson stating that Mike Barice, **not Marshall Builders**, was in partnership with LeNouveau Construction. See Attachment of letter dated July 11, 2005. Through further review, there is a document dated July 25, 2005 signed by Owner of Marshall Builders, Mike Barice; Jerome McGowan, and Alvin Boudreaux stating that "effective July 19, 2005, Marshall Builders General Contractors will operate as an independent contractor for Thompson Thibodeaux Community Development Corporation..." See attachment of letter dated July 25, 2005. Additionally, there is a purple sticky note addressed to the Community Development's Project Manager signed by Jerome McGowan that states "They were working as sub-contractors; They have all requirements to work on Lead-Free & post 1978 houses.
- In the invoice dated May 8, 2006; there are two certifications dated July 25, 2005 and August 1, 2005 and signed by Marshall Builders detailing the work to be performed. See attachments of Certifications dated July 25, 2005 and August 1, 2005.

Finally, I was transferred to the Department of Community Development on March 8, 2006 and the work was performed in 2005 and there is no mention of or reference made to LeNouveau Construction in the invoice dated May 8, 2006. Therefore, I believe that no conflict of interest was ever created and respectfully request that this statement in totality be removed from the audit.

Sincerely,


Anatola B. Thompson

J. D. Dwyer
8/9/05

Hi Tim
They were WORKING
as sub-contractors.
They have all require-
ments to work on
Lead-Free to post 1978
houses!
Thanks
J. McGowan

**Marshall Builders
General Contractors**

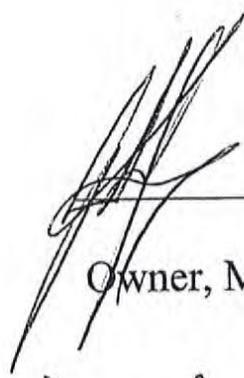
████████████████████
Marrero, La 70072
(504) ██████████

July 25, 2005

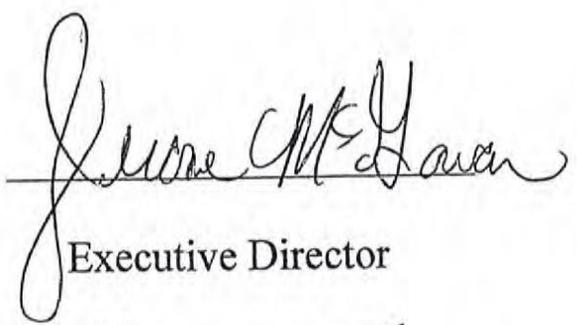
To Whom It May Concern,

This letter serves as formal notice to state that effective Tuesday July 19, 2005, Marshall Builders General Contractors will operate as an independent contractor for Thompson Thibodeaux Community Development Corporation Project New Coat Paint Program, providing all services as noted in contract.

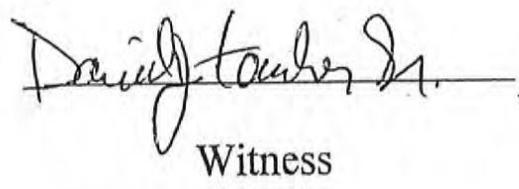
If additional information is needed please feel free to contact Marshall Builders at the above address and number.



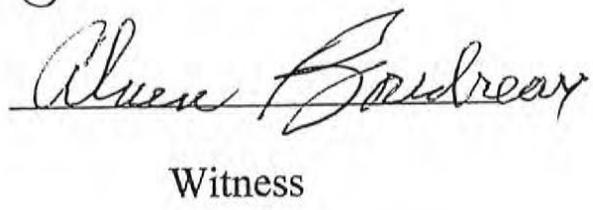
Owner, Marshall Builders



Executive Director



Witness



Witness

**LeNouveau Construction
& Inspection, Inc.**

[REDACTED]
Harvey, LA 70058

July 11, 2005

Thompson-Thibodeaux
Community Development Corp.
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072

To Whom It May Concern:

This letter is to inform you that Mr. Mike Barice is in partnership with LeNouveau Construction & Inspection.

If you have any questions, please feel free to contact me at (504) [REDACTED]

Sincerely,



Eric Thompson, Sr.
Owner

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: [REDACTED]

PROPERTY ADDRESS: [REDACTED]

Birchfield Dr., Harvey

PHONE: [REDACTED]

(504) [REDACTED]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 5,570.00

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders

Name of Contractor or Firm

[REDACTED]

Address of Person or Firm

[Signature]

Signature of Authorized Representative

7-25-05

Date

[REDACTED]

Federal I.D. Number

[REDACTED]

Phone #

American Vehicle

Name of Insurance Company

3-16-06

Expiration Date

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: _____

PROPERTY ADDRESS: _____

PHONE: _____

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

- 1. The Work Site
- 2. Local Conditions affecting the work to be performed
- 3. The attached work write-up
- 4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 4545²⁰

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders
Name of Contractor or Firm

Address of Person or Firm

[Signature]
Signature of Authorized Representative

Aug. 1, 2005
Date

Federal I.D. Number

Phone #

American Vehicle
Name of Insurance Company

3-16-05
Expiration Date

JW - 5-9-06

REQUEST FOR PAYMENT
PROFESSIONAL SERVICES

Account No. 21250-1176-139-7331 11 37-00
\$ 19,794.00

PARISH OF JEFFERSON

Type of Services: Housing Period from Aug. 10, 2005 Thru 10/28/05
Contract Date 10/04 Exp. Date 10/20/05 Contract No. 55-00006947
Project-Description Parish Wide Paint Program

Authorization: _____
PARAGRAPH / SECTION NO OF CONTRACT
AUTHORIZED CONTRACT AMOUNT \$ 450,000.00 PAID TO DATE \$ 17,400

Computations: (Attach Additional Sheets if Necessary): INVOICE NO. 6947-46

Contracted Amount #450,000.00

< 285,599.46 Less Previously #318,499.00

PAINT < 7,883.27 Less Pay Request #21,447.69
PAINT < 1,474.88
19,794.00

294,957.81 Remaining Budget #110,053.31
155,042.19

HW
5/3/06

19,794.00 HW
#21,447.69 ← PAY 5/3/06

PAY to: Thompson/Thibodeaux Community Development Corporation

Address: 5200 Lapalco Blvd, Ste 5, Marrero, LA 70072

NOTE: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT
5/10/06

Keith Kelly 5/3/06

DEPARTMENT OF Community Development
Anatole Thompson

FINANCE DEPARTMENT

ARCHITECTS / ENGINEERS

Rome McEwan
NAME
BY
DATE

BY DIRECTOR 5/8/06
DATE

DATE

**Thompson-Thibodeaux Parishwide Paint Program
PAY REQUEST COVER SHEET
TAX ID 72-1505979**

Administration	BUDGET	Less: Previously Paid	Less: This Pay Request	Remaining Budget
Executive Director	\$ 40,000.00	\$ 35,788.55	\$ -	\$ 4,211.45
Intake Analyst	\$ 24,000.00	\$ 19,376.77	\$ -	\$ 4,623.23
Inspectors (2)	\$ 22,000.00	\$ 18,346.88	\$ -	\$ 3,653.12
Payroll Tax Expense	\$ 7,210.00	\$ 6,576.27	\$ -	\$ 633.73
Advertising	\$ 1,700.00	\$ 1,478.17	\$ -	\$ 221.83
Accounting	\$ 5,000.00	\$ 1,600.00	\$ -	\$ 3,400.00
Consultants	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
Insurance	\$ 9,660.00	\$ 18,958.35	\$ -	\$ (9,298.35)
Office Equip. & Supplies	\$ 4,900.00	\$ 5,941.43	\$ -	\$ (1,041.43)
Mileage	\$ -	\$ 1,079.25	\$ -	\$ (1,079.25)
Photography Supplies	\$ 750.00	\$ 7.46	\$ -	\$ 742.54
Rent	\$ 7,800.00	\$ 8,100.00	\$ -	\$ (300.00)
Printing & Reproduction	\$ 100.00	\$ 34.80	\$ -	\$ 65.20
Professional Development	\$ 2,000.00	\$ 2,550.00	\$ -	\$ (550.00)
Postage	\$ 180.00	\$ 120.06	\$ -	\$ 59.94
Utilities	\$ 1,700.00	\$ 1,605.09	\$ -	\$ 94.91
Telephone	\$ 5,000.00	\$ 3,314.98	\$ -	\$ 1,685.02
\$ 147,000.00				
Project				
Paint Contractors	\$ 288,000.00	\$ 152,002.00	\$ 21,365.05	\$ 114,632.95
Paint Supplies	\$ 15,000.00	\$ 3,898.13	\$ 82.64	\$ 11,019.23
\$ 303,000.00				
	\$ 450,000.00	\$ 295,778.19	\$ 21,447.69 ^{79,794.00}	\$ 132,774.12

TEMPORARY STATEMENT PENDING RESTATEMENT OF BUDGET

The support and documentation for these expenses is attached. I certify that all expenses presented for reimbursement are accurate and comply with the terms of the contract between Jefferson Parish and the Thompson-Thibodeaux Community Development Corporation.

Authorized Signature:

Jerome McLowery

Date:

3,917.00 +
4,648.00 +
4,545.20 +
5,464.85 +
9.00 +
9.00 +
9.00 +
120.00 +
120.00 +
120.00 +
82.64 +
375.00 +
375.00 +
19,794.69 +

Thompson Thibodeaux Community Development Corporation, Inc.
General Ledger - Paint Program
 June 13 through October 24, 2005

Type	Date	Num	Name	Memo	Amount
Laboratory/Soil Sampling Fees					
Bill	6/13/2005	448729	BTS Laboratories, Inc.		9.00 ✓
Bill	8/17/2005		BTS Laboratories, Inc.		9.00 ✓
Bill	8/18/2005	454788	BTS Laboratories, Inc.		9.00 ✓
Total Laboratory/Soil Sampling Fees					<u>27.00</u>
Paint Supplies					
Bill	7/27/2005	10357	Paint Pro		82.64 ✓
Total Paint Supplies					<u>82.64</u>
Contract Labor					
Bill	7/19/2005	TT-13...	Alpha - Omega Environmental, Inc.		375.00 ✓
Bill	7/20/2005	TT-13...	Alpha - Omega Environmental, Inc.		375.00 ✓
Bill	10/5/2005		Louisiana Service & Contractors Co., Inc.		4,648.00 ✓
Bill	10/14/2005	00210	Marshall Builders		4,545.20 ✓
Bill	10/14/2005		A & K Environmental, LLC		120.00 ✓
Bill	10/19/2005	00211	Marshall Builders		5,570.00 ✓
Bill	10/19/2005		A & K Environmental, LLC		120.00 ✓
Bill	10/19/2005	0213...	Williams Alliance		5,464.85 ✓
Bill	10/19/2005		A & K Environmental, LLC		120.00 ✓
Total Contract Labor					<u>21,338.05</u>

TOTAL

1653.00
19,794.69 *AW*
 5/3/06

Thompson Thibodeaux Community Development Corporation, Inc.
Profit & Loss - Paint Program
June 13 through October 31, 2005

Accrual Basis

	<u>Jun 13 - Oct 31, 05</u>
Ordinary Income/Expense	
Expense	
Laboratory/Soil Sampling Fees	27.00
Paint Supplies	82.64
Contract Labor	21,338.05
Total Expense	<u>21,447.69</u>
Net Ordinary Income	<u>-21,447.69</u>
Net Income	<u>-21,447.69</u>

Alpha- Omega Environmental, Inc

[REDACTED]
Slidell LA 70458

Tel [REDACTED] [REDACTED]

July 20, 2005

INVOICE TT-1303-07/19/05 09:20

] TO: Thompson-Thibodeaux ComDevCorp
5200 Lapalco Boulevard, Suite 5
Marrero, Louisiana 70072

To invoice you for:

Lead Paint Inspection at [REDACTED] Wilson Street, Marrero LA.....\$375.00

Total.....\$375.00

Please remit to above address.

FEI number is [REDACTED]

Thank you,


Donald R. Edwards
Louisiana Risk Assessor
Pb06RA00016

LEAD-BASED PAINT TEST REPORT

CONDUCTED FOR

████████████████████
██████████ WILSON STREET
MARRERO, LOUISIANA 70072
████████████████████

PREPARED FOR

THOMPSON-THIBODEAUX COMDEVCORP.
5200 LAPALCO BLVE SUITE 5
MARRERO, LOUISIANA 70072
504-340-4444

PREPARED BY

ALPHA - OMEGA ENVIRONMENTAL, INC.

DONALD R. EDWARDS, PD
LA LICENSE: PB06RA00016

INSPECTION DATE: July 19, 2005
REPORT DATE: July 20, 2005

LEAD DISCLOSURE STATEMENT

The results of this test, indicate that lead in amounts greater than or equal to 1.0 mg/cm² in paint was found in the building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*.

Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. The owner and all future owners for the life of the dwelling should keep this report.

EXECUTIVE SUMMARY**Property Description**

The property is located at ■■■ WILSON STREET, Harvey, Louisiana. The Risk Assessor /Inspector, Donald R. Edwards, tested paint as requested by Thompson-Thibodeaux to determine whether lead based paint was present on specific surfaces on the exterior of the building. The inspection was conducted using "State of the Art" techniques. The Risk Assessor was not commissioned to determine any risk that may exist or if any prior or current activities, either on-site or in the vicinity, may have adversely affected the property in other ways.

Paint Sampling Procedures

For each testing combination, XRF testing was performed in accordance with "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing" Chapter 1 (1997 Revised). No paint chip samples were collected for lab analysis since the paint chip sampling procedure is a destructive method and not deemed necessary for this inspection. No soil samples or dust wipes were collected for this test.

Non-destructive XRF (x-ray fluorescence) paint/coating testing was performed using an RMD (Radiation Monitoring Devices, LLC) Model LPA-1. It is a microprocessor based K-Shell XRF spectrum analyzer. The instrument penetrates painted/coated surfaces to a depth of 3/8 inch to detect the presence of lead in paint using X-Ray Fluorescence technology. The Risk Assessor then documented the paint condition and instrument readings in reports contained in Section Two.

To establish quality control of the paint sampling, the XRF device was tested for calibration at the beginning of the testing and at the end of the test.

The results of the testing reflect the condition of the property on the day tested on accessible components. The results do not reflect the results of any testing of painted components which are inaccessible because they may be underneath sheetrock, vinyl or aluminum siding or other hard durable building materials used for enclosure purposes.

Please note that some painted surfaces may contain levels of Lead-based paint (below the HUD definition of Lead-based paint of 1.0 mg/cm²), which could create Lead-dust or Lead-contaminated soil hazards if the paint is turned into dust by work which includes dry/uncontrolled abrasion, scraping or sanding.

Findings

The Lead Paint Test did not indicate the presence of lead-based paint at the points tested on the exterior above 1.0 milligram per square centimeter. Of the 22 component readings taken, one was above the HUD threshold of 1.0 milligrams of lead per square centimeter of surface area (mg/cm^2) for the definition of lead-based paint.

NOTE: When a housing unit with lead-based paint is being sold, the owner has the responsibility under the disclosure rule of providing a lead hazard information pamphlet to potential buyers). For selling and leasing properties where lead-based paint is identified, it is strongly recommended that owners retain inspection reports for the life of the building. This dwelling qualifies for the exemption in 24 CFR part 35 and 40 CFR part 745 for target housing being leased that is free of lead-based paint, as defined in the rule.

LEAD PAINT TEST***Report Format***

The test report is divided into four distinct sections:

1. **Sequential Report:** Lists the XRF readings in the numerical order in which the sampling took place. It describes each HUD "testing combination" by:
 - a. XRF Sample Number
 - b. Room name/number
 - c. The wall sampled or wall closest to the sampled component
 - d. The location on the wall or component tested
 - Upper or lower (approximately chair rail molding or belt level height from floor)
 - Left, right, center
 - e. Component sampled
 - f. Paint condition
 - (I) Intact
 - (F) Fair
 - (P) Poor
 - g. Substrate (wood, plaster, drywall etc.)
 - h. Color
 - i. XRF Reading
 - j. The sampling modes used for the RMD LPA-1.
 - (QM) Quick Mode - Standard sampling setting.
 - (TC) Time Corrected Mode - Is used for performing calibrations. The time will range from 30-60 seconds. This time frame is controlled by the instrument microchip and is determined by the age of the source.
2. **Summary Report:** is a list of the positive XRF readings by room location using the parameters described in #1.
3. **Detailed Report:** Lists all the XRF readings by room location.
4. **Distribution Report:** Is a summary of the XRF readings by component type listing the totals and percentages by positive, negative and inconclusive.

LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#01303 — 07/19/05 09:20

INSPECTION FOR:

████████████████████
██████████ WILSON STREET
MARRERO, LOUISIANA 70072
504 347 0027

PERFORMED FOR:

THOMPSON-THIBODEAUX COMDEVCORP.
5200 LAPALCO BLVE SUITE 5
MARRERO, LOUISIANA 70072
504-340-4444

INSPECTION DATE: 07/19/05

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 01303

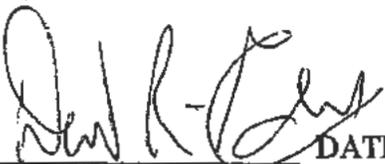
ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: Donald R. Edwards
LA Risk Assessor# Pb06RA00016

STATEMENT:

The results of this test indicate that lead in amounts greater than 1.0 mg/cm² in paint was found on building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*

Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. The owner and all future owners for the life of the dwelling should keep this report.

SIGNED  DATE: July 20, 2005
Donald R. Edwards, R.A.,
LA Accreditation Number Pb06RA00016

DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 09:20 (504)
 Total Reading Sets: 22
 Job Started: 07/19/05 09:20
 Job Finished: 07/19/05 09:43

[REDACTED]
 [REDACTED] Wilson Street
 Marrero, Louisiana 70072

Structure	Total	Structure Distribution		
		Positive	Negative	Inconclusive
Door Rgt casing	1	0 <0%>	1 <100%>	0 <0%>
Door U Ctr	1	0 <0%>	1 <100%>	0 <0%>
Fascia	4	0 <0%>	4 <100%>	0 <0%>
Soffit	4	0 <0%>	4 <100%>	0 <0%>
Wall	4	0 <0%>	4 <100%>	0 <0%>
Window Rgt casing	4	0 <0%>	4 <100%>	0 <0%>
Window Sash	1	0 <0%>	0 <0%>	1 <100%>
Window Sill	3	0 <0%>	3 <100%>	0 <0%>
Inspection Totals:	22	0 < 0%>	21 < 95%>	1 < 5%>

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 09:20 (504)
 Total Readings: 28 Actionable: 1
 Job Started: 07/19/05 09:20
 Job Finished: 07/19/05 09:43

[REDACTED]
 [REDACTED] Wilson Street
 Marrero, Louisiana 70072

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 003 EXT WALL C									
019	C	Window	Lft	Sash	P	Wood	White	1.0	QM

Calibration Readings

----- End of Readings -----

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 09:20 (504)
 Total Readings: 28
 Job Started: 07/19/05 09:20
 Job Finished: 07/19/05 09:43

[REDACTED]
 [REDACTED] Wilson Street
 Marrero, Louisiana 70072

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 EXT WALL A									
006	A	Wall	L Ctr		P	Wood	White	0.2	QM
007	A	Fascia			P	Wood	White	0.0	QM
008	A	Soffit			P	Wood	White	0.0	QM
010	A	Window	Lft	Rgt casing	P	Wood	Green	0.1	QM
009	A	Window	Lft	Sill	P	Wood	Green	0.0	QM
005	A	Door	Ctr	Rgt casing	I	Wood	Tan	0.2	QM
004	A	Door	Ctr	U Ctr	I	Metal	Cream	0.2	QM
Exterior Room 002 EXT WALL B									
011	B	Wall	L Ctr		P	Wood	White	0.1	QM
012	B	Fascia			P	Wood	Green	0.1	QM
013	B	Soffit			P	Wood	White	0.0	QM
015	B	Window	Ctr	Rgt casing	P	Wood	Green	0.4	QM
014	B	Window	Ctr	Sill	P	Wood	Green	0.2	QM
Exterior Room 003 EXT WALL C									
016	C	Wall	L Lft		P	Wood	White	0.2	QM
017	C	Fascia			P	Wood	White	0.2	QM
018	C	Soffit			P	Wood	White	0.1	QM
020	C	Window	Lft	Rgt casing	P	Wood	White	0.3	QM
019	C	Window	Lft	Sash	P	Wood	White	1.0	QM
Exterior Room 004 EXT WALL D									
021	D	Wall	L Rgt		P	Wood	White	0.0	QM
022	D	Fascia			P	Wood	White	0.1	QM
023	D	Soffit			P	Wood	White	0.0	QM
025	D	Window	Rgt	Rgt casing	P	Wood	White	0.0	QM
024	D	Window	Rgt	Sill	P	Wood	White	-0.1	QM
Calibration Readings									
001								0.7	Std
002								0.6	Std
003								0.7	Std
026								0.9	Std
027								0.7	Std
028								1.3	Std

---- End of Readings ----

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 09:20 (504)
 Total Readings: 28
 Job Started: 07/19/05 09:20
 Job Finished: 07/19/05 09:43

Wilson Street
 Marrero, Louisiana 70072

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
1		CALIBRATION							0.7	Std
2		CALIBRATION							0.6	Std
3		CALIBRATION							0.7	Std
4	001	EXT WALL A	A Door		Ctr U Ctr	I Metal		Cream	0.2	QM
5	001	EXT WALL A	A Door		Ctr Rgt casing	I Wood		Tan	0.2	QM
6	001	EXT WALL A	A Wall	L Ctr		P Wood		White	0.2	QM
7	001	EXT WALL A	A Fascia			P Wood		White	0.0	QM
8	001	EXT WALL A	A Soffit			P Wood		White	0.0	QM
9	001	EXT WALL A	A Window		Lft Sill	P Wood		Green	0.0	QM
10	001	EXT WALL A	A Window		Lft Rgt casing	P Wood		Green	0.1	QM
11	002	EXT WALL B	B Wall	L Ctr		P Wood		White	0.1	QM
12	002	EXT WALL B	B Fascia			P Wood		Green	0.1	QM
13	002	EXT WALL B	B Soffit			P Wood		White	0.0	QM
14	002	EXT WALL B	B Window		Ctr Sill	P Wood		Green	0.2	QM
15	002	EXT WALL B	B Window		Ctr Rgt casing	P Wood		Green	0.4	QM
16	003	EXT WALL C	C Wall	L Lft		P Wood		White	0.2	QM
17	003	EXT WALL C	C Fascia			P Wood		White	0.2	QM
18	003	EXT WALL C	C Soffit			P Wood		White	0.1	QM
19	003	EXT WALL C	C Window		Lft Sash	P Wood		White	1.0	QM
20	003	EXT WALL C	C Window		Lft Rgt casing	P Wood		White	0.3	QM
21	004	EXT WALL D	D Wall	L Rgt		P Wood		White	0.0	QM
22	004	EXT WALL D	D Fascia			P Wood		White	0.1	QM
23	004	EXT WALL D	D Soffit			P Wood		White	0.0	QM
24	004	EXT WALL D	D Window		Rgt Sill	P Wood		White	-0.1	QM
25	004	EXT WALL D	D Window		Rgt Rgt casing	P Wood		White	0.0	QM
26		CALIBRATION							0.9	Std
27		CALIBRATION							0.7	Std
28		CALIBRATION							1.3	Std

---- End of Readings ----

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Donald Edwards

Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of

Lead Risk Assessor

Certificate No. Pb06RA000016

Issued April 26, 2005

AI No. 94833

Expires April 18, 2006

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.E. (2)(a)
may result in civil and/or criminal enforcement actions by the State.


Environmental Scientist Manager
Registrations and Certifications Section
Permits Division

Donald R. Edwards

This is to certify that

Donald R. Edwards

ASCI

on the 22nd day of April 1998 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument.

Jacob H. Paster, Vice President, RMD, Inc.
44 Hunt St., Watertown, Massachusetts

Alpha- Omega Environmental, Inc

[REDACTED]
Slidell LA 70458

[REDACTED] [REDACTED]
July 20, 2005

INVOICE TT-1303-07/19/05 10:47

] TO: Thompson-Thibodeaux ComDevCorp
5200 Lapalco Boulevard, Suite 5
Marrero, Louisiana 70072

To invoice you for:

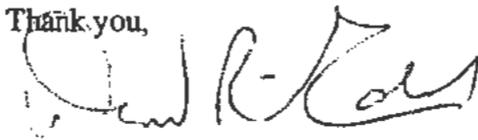
Lead Paint Inspection at [REDACTED] Dillard Dr, Avondale LA.....\$375.00

Total.....\$375.00

Please remit to above address.

FEI number is [REDACTED]

Thank you,



Donald R. Edwards
Louisiana Risk Assessor
Pb06RA00016

LEAD-BASED PAINT TEST REPORT

CONDUCTED FOR

[REDACTED]
[REDACTED] DILLARD DRIVE
AVONDALE, LOUISIANA 70094
504 [REDACTED]

PREPARED FOR

THOMPSON-THIBODEAUX COMDEVCORP.
5200 LAPALCO BLVD SUITE 5
MARRERO, LOUISIANA 70072
504-340-4444

PREPARED BY

ALPHA - OMEGA ENVIRONMENTAL, INC.

DONALD R. EDWARDS, PD
LA LICENSE: PB06RA00016

INSPECTION DATE: July 19, 2005
REPORT DATE: July 20, 2005

LEAD DISCLOSURE STATEMENT

The results of this test, indicate that no lead in amounts greater than or equal to 1.0 mg/cm² in paint was found in the building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*.

Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. The owner and all future owners for the life of the dwelling should keep this report.

EXECUTIVE SUMMARY

Property Description

The property is located at ■■■ DILLARD DRIVE, Avondale, Louisiana. The Risk Assessor /Inspector, Donald R. Edwards, tested paint as requested by Thompson-Thibodeaux to determine whether lead based paint was present on specific surfaces on the exterior of the building. The inspection was conducted using "State of the Art" techniques. The Risk Assessor was not commissioned to determine any risk that may exist or if any prior or current activities, either on-site or in the vicinity, may have adversely affected the property in other ways.

Paint Sampling Procedures

For each testing combination, XRF testing was performed in accordance with "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing" Chapter 1 (1997 Revised). No paint chip samples were collected for lab analysis since the paint chip sampling procedure is a destructive method and not deemed necessary for this inspection. No soil samples or dust wipes were collected for this test.

Non-destructive XRF (x-ray fluorescence) paint/coating testing was performed using an RMD (Radiation Monitoring Devices, LLC) Model LPA-1. It is a microprocessor based K-Shell XRF spectrum analyzer. The instrument penetrates painted/coated surfaces to a depth of 3/8 inch to detect the presence of lead in paint using X-Ray Fluorescence technology. The Risk Assessor then documented the paint condition and instrument readings in reports contained in Section Two.

To establish quality control of the paint sampling, the XRF device was tested for calibration at the beginning of the testing and at the end of the test.

The results of the testing reflect the condition of the property on the day tested on accessible components. The results do not reflect the results of any testing of painted components which are inaccessible because they may be underneath sheetrock, vinyl or aluminum siding or other hard durable building materials used for enclosure purposes.

Please note that some painted surfaces may contain levels of Lead-based paint (below the HUD definition of Lead-based paint of 1.0 mg/cm²), which could create Lead-dust or Lead-contaminated soil hazards if the paint is turned into dust by work which includes dry/uncontrolled abrasion, scraping or sanding.

Findings

The Lead Paint Test did not indicate the presence of lead-based paint at the points tested on the exterior above 1.0 milligram per square centimeter. Of the 22 component readings taken, none was above the HUD threshold of 1.0 milligrams of lead per square centimeter of surface area (mg/cm^2) for the definition of lead-based paint. Other surfaces commonly tested were not tested as they were composed of bare aluminum or unpainted brick.

NOTE: When a housing unit with lead-based paint is being sold, the owner has the responsibility under the disclosure rule of providing a lead hazard information pamphlet to potential buyers). For selling and leasing properties where lead-based paint is identified, it is strongly recommended that owners retain inspection reports for the life of the building. This dwelling qualifies for the exemption in 24 CFR part 35 and 40 CFR part 745 for target housing being leased that is free of lead-based paint, as defined in the rule.

LEAD PAINT TEST***Report Format***

The test report is divided into four distinct sections:

1. **Sequential Report:** Lists the XRF readings in the numerical order in which the sampling took place. It describes each HUD "testing combination" by:
 - a. XRF Sample Number
 - b. Room name/number
 - c. The wall sampled or wall closest to the sampled component
 - d. The location on the wall or component tested
 - Upper or lower (approximately chair rail molding or belt level height from floor)
 - Left, right, center
 - e. Component sampled
 - f. Paint condition
 - (I) Intact
 - (F) Fair
 - (P) Poor
 - g. Substrate (wood, plaster, drywall etc.)
 - h. Color
 - i. XRF Reading
 - j. The sampling modes used for the RMD LPA-1.
 - (QM) Quick Mode - Standard sampling setting.
 - (TC) Time Corrected Mode - Is used for performing calibrations. The time will range from 30-60 seconds. This time frame is controlled by the instrument microchip and is determined by the age of the source.
2. **Summary Report:** is a list of the positive XRF readings by room location using the parameters described in #1.
3. **Detailed Report:** Lists all the XRF readings by room location.
4. **Distribution Report:** Is a summary of the XRF readings by component type listing the totals and percentages by positive, negative and inconclusive.

LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#01303 — 07/19/05 11:47

INSPECTION FOR:

██████████
██████ **DILLARD DRIVE**
AVONDALE, LOUISIANA 70094
504 ██████████

PERFORMED FOR:

THOMPSON-THIBODEAUX COMDEVCORP.
5200 LAPALCO BLVE SUITE 5
AVONDALE, LOUISIANA 70094
504-340-4444

INSPECTION DATE: 07/19/05

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 01303

ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: Donald R. Edwards
LA Risk Assessor# Pb06RA00016

STATEMENT:

The results of this test indicate that no lead in amounts greater than 1.0 mg/cm² in paint was found on building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*

Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. The owner and all future owners for the life of the dwelling should keep this report.

SIGNED  DATE: July 20, 2005
Donald R. Edwards, R.A.,
LA Accreditation Number Pb06RA00016

DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 -07/19/05 10:47 (504)
 Total Reading Sets: 22
 Job Started: 07/19/05 10:47
 Job Finished: 07/19/05 11:07

[Redacted]
 [Redacted] Dillard Drive
 Avondale, Louisiana 70094

Structure	Total	----- Structure Distribution -----		
		Positive	Negative	Inconclusive
Door Rgt casing	1	0 <0%>	1 <100%>	0 <0%>
Door U Ctr	1	0 <0%>	1 <100%>	0 <0%>
Fascia	4	0 <0%>	4 <100%>	0 <0%>
Soffit	4	0 <0%>	4 <100%>	0 <0%>
Wall	4	0 <0%>	4 <100%>	0 <0%>
Window Rgt casing	4	0 <0%>	4 <100%>	0 <0%>
Window Sash	1	0 <0%>	1 <100%>	0 <0%>
Window Sill	3	0 <0%>	3 <100%>	0 <0%>
Inspection Totals:	22	0 < 0%>	22 <100%>	0 < 0%>

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
Report Date: 7/19/2005
Abatement Level: 1.0
Report No. S#01303 - 07/19/05 10:47 (504)
Total Readings: 28 Actionable: 0
Job Started: 07/19/05 10:47
Job Finished: 07/19/05 11:07

██████████
██████████ Dillard Drive
Avondale, Louisiana 70094
██████████

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
-------------	------	-----------	----------	--------	------------	-----------	-------	----------------------------	------

Calibration Readings

----- End of Readings -----

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 10:47 (504)
 Total Readings: 28
 Job Started: 07/19/05 10:47
 Job Finished: 07/19/05 11:07

[REDACTED]
 [REDACTED] Dillard Drive
 Avondale, Louisiana 70094

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 EXT WALL A									
006	A	Wall	L Ctr		P	Wood	Tan	0.2	QM
007	A	Fascia			P	Aluminum	White	-0.1	QM
008	A	Soffit			P	Aluminum	White	0.3	QM
010	A	Window	Ctr	Rgt casing	P	Wood	White	-0.2	QM
009	A	Window	Ctr	Sill	P	Wood	White	0.1	QM
005	A	Door	Ctr	Rgt casing	P	Wood	Stained	0.0	QM
004	A	Door	Ctr	U Ctr	P	Wood	Stained	0.1	QM
Exterior Room 002 EXT WALL B									
011	B	Wall	L Rgt		F	Transite	Tan	0.1	QM
012	B	Fascia			F	Aluminum	White	0.2	QM
013	B	Soffit			F	Aluminum	White	0.1	QM
015	B	Window	Ctr	Rgt casing	P	Wood	White	0.2	QM
014	B	Window	Ctr	Sash	P	Wood	White	0.4	QM
Exterior Room 003 EXT WALL C									
016	C	Wall	L Lft		F	Transite	Tan	0.0	QM
017	C	Fascia			P	Aluminum	White	0.1	QM
018	C	Soffit			P	Aluminum	White	0.2	QM
020	C	Window	Ctr	Rgt casing	P	Wood	Tan	0.2	QM
019	C	Window	Ctr	Sill	P	Wood	Tan	0.0	QM
Exterior Room 004 EXT WALL D									
021	D	Wall	L Lft		F	Transite	Tan	0.2	QM
022	D	Fascia			F	Aluminum	White	-0.1	QM
023	D	Soffit			F	Aluminum	White	-0.1	QM
025	D	Window	Ctr	Rgt casing	F	Aluminum	White	-0.1	QM
024	D	Window	Ctr	Sill	F	Aluminum	White	0.0	QM
Calibration Readings									
001								0.7	Std
002								0.8	Std
003								1.0	Std
026								0.7	Std
027								0.7	Std
028								0.8	Std

---- End of Readings ----

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Thompson-Thibodeaux ComDevCorp

Inspection Date: 07/19/05
 Report Date: 7/19/2005
 Abatement Level: 1.0
 Report No. S#01303 - 07/19/05 10:47 (504)
 Total Readings: 28
 Job Started: 07/19/05 10:47
 Job Finished: 07/19/05 11:07

[REDACTED]
 [REDACTED] Dillard Drive
 Avondale, Louisiana 70094

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
1		CALIBRATION							0.7	Std
2		CALIBRATION							0.8	Std
3		CALIBRATION							1.0	Std
4	001	EXT WALL A	A Door		Ctr U Ctr	P Wood		Stained	0.1	QM
5	001	EXT WALL A	A Door		Ctr Rgt casing	P Wood		Stained	0.0	QM
6	001	EXT WALL A	A Wall		L Ctr	P Wood		Tan	0.2	QM
7	001	EXT WALL A	A Fascia			P Aluminum		White	-0.1	QM
8	001	EXT WALL A	A Soffit			P Aluminum		White	0.3	QM
9	001	EXT WALL A	A Window		Ctr Sill	P Wood		White	0.1	QM
10	001	EXT WALL A	A Window		Ctr Rgt casing	P Wood		White	-0.2	QM
11	002	EXT WALL B	B Wall		L Rgt	F Transite		Tan	0.1	QM
12	002	EXT WALL B	B Fascia			F Aluminum		White	0.2	QM
13	002	EXT WALL B	B Soffit			F Aluminum		White	0.1	QM
14	002	EXT WALL B	B Window		Ctr Sash	P Wood		White	0.4	QM
15	002	EXT WALL B	B Window		Ctr Rgt casing	P Wood		White	0.2	QM
16	003	EXT WALL C	C Wall		L Lft	F Transite		Tan	0.0	QM
17	003	EXT WALL C	C Fascia			P Aluminum		White	0.1	QM
18	003	EXT WALL C	C Soffit			P Aluminum		White	0.2	QM
19	003	EXT WALL C	C Window		Ctr Sill	P Wood		Tan	0.0	QM
20	003	EXT WALL C	C Window		Ctr Rgt casing	P Wood		Tan	0.2	QM
21	004	EXT WALL D	D Wall		L Lft	F Transite		Tan	0.2	QM
22	004	EXT WALL D	D Fascia			F Aluminum		White	-0.1	QM
23	004	EXT WALL D	D Soffit			F Aluminum		White	-0.1	QM
24	004	EXT WALL D	D Window		Ctr Sill	F Aluminum		White	0.0	QM
25	004	EXT WALL D	D Window		Ctr Rgt casing	F Aluminum		White	-0.1	QM
26		CALIBRATION							0.7	Std
27		CALIBRATION							0.7	Std
28		CALIBRATION							0.8	Std

---- End of Readings ----

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Donald Edwards

Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of

Lead Risk Assessor

Certificate No. Pb06RA00016

Issued April 26, 2005

AINo. 94833

Expires April 18, 2006

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.E. (2)(a)
may result in civil and/or criminal enforcement actions by the State.


Environmental Scientist Manager
Registrations and Certifications Section
Permits Division

This is to certify that

Donald R. Edwards
ASCI

on the 22nd day of April 1998 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety
and the Proper Use of the Instrument.

Joseph H. Foster, Vice President, RMD, Inc.
44 Hunt St., Watertown, Massachusetts



LOUISIANA SERVICE AND CONTRACTING COMPANY, INC.

1909 Industrial Blvd.
Harvey, LA 70058
(504) 347-4923
Fax (504) 347-6072

Oct. 5, 2005

Invoice No. 154-05

Thompson Thibodeaux Community
Development Corporation
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072

INVOICE

The following work was completed on Wed., Oct. 5, 2005 a residence located at [REDACTED]
Oak Drive, Marrero, LA

1. Prime and paint 2,800 Sq Ft	\$3,500.00
2. Repair & replace weather boards 140 Ln Ft	<u>1,148.00</u>
	\$4,648.00

Marshall Builders

Invoice # 00211

Marrero, LA 70072

Project ID: Thompson/Thibodeaux Community Development Corporation

Project Inspector: Mr. Alvin Boudreaux

Project Name:
 Birchfield Dr.
 Harvey, LA 70058

Start Date: July 14, 2005

End date: Oct. 19, 2005

Job Description	Cost
Painted Area Cost	\$3,306 1,653.00
Pressure Wash Cost	\$100
Maintenance Fee	\$100
<i>Carpentry Repairs</i>	
* Fascia (20)	\$117
* Soffits (20)	\$102
* Weatherboard (225)	\$1,845
	3,917.00
Sub-Total Cost	\$5,570

**Additional Cost	\$0
Total Cost:	\$5,570

\$3,917.00

HCO 5/2/06

* Required Repairs by Inspector

** Hided Damage Cost approve by Inspector

Marshall Builders

Invoice # 00211

Marrero, LA 70072

Project ID: Thompson/Thibodeaux Community Development Corporation

Project Inspector: Mr. Alvin Boudreaux

Project Name: [REDACTED]
[REDACTED] Birchfield Dr.
Harvey, LA 70058

Start Date: July 14, 2005

End date: Oct. 19, 2005

Job Description	Cost
Painted Area Cost	\$3,306
Pressure Wash Cost	\$100
Maintenance Fee	\$100
<i>Carpentry Repairs</i>	
* Fascia (20)	\$117
*Soffits (20)	\$102
* Weatherboard (225)	\$1,845
Sub-Total Cost	\$5,570

**Additional Cost	\$0
Total Cost:	\$5,570

* Required Repairs by Inspector

** Hided Damage Cost approve by Inspector

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: [REDACTED]
PROPERTY ADDRESS: [REDACTED] Birchfield Dr., Harvey
PHONE: (504) [REDACTED]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 5,570.00

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders
Name of Contractor or Firm

[REDACTED]
Address of Person or Firm

[Signature]
Signature of Authorized Representative

7-25-05
Date

[REDACTED]
Federal I.D. Number

[REDACTED]
Phone #

American Vehicle
Name of Insurance Company

3-16-06
Expiration Date

OWNER/OCCUPANT:



PROPERTY ADDRESS:

Birchfield Dr

PHONE:

(504)

DESCRIPTION OF WORK TO BE COMPLETED:

- 1) Pressure Wash entire house
- 2) Repair all damage fascia (20ft), soffit (20ft) and weather board (225 sf)
- 3) Prime house (tinted prime)
- 4) ~~Paint fascia & soffit in trim color~~
- 5) ~~Paint house in Body Color~~

Start Up Date: 7/14/05

TOTAL DAYS WORKED: 18 ^{8/2/06} _{net}

Completion Date: 10/19/05

Cost: \$ ~~5,570⁰⁰~~ 3,917.00

Organization Representative:

Jerome McGowan
Print Name

Jerome McGowan
Signature/Date

FINAL ACCEPTANCE MUST BE ACKNOWLEDGED BELOW BY HOMEOWNER:

Name:

Date: 10/19/05

REVIEWED AND APPROVED BY TTDC REPRESENTATIVE:

Jerome McGowan
Signature

Date: 10/19/05



A & K Environmental L.L.C.

P.O. Box 8074

New Orleans, LA 70182

Address



Birchfield Dr

Invoice Number

AK-00121

Harvey, LA 70058

Soil Sample

(1) Baseline Sample \$60.00

(2) Clearance Sample \$60.00

Total \$120.00



www.BTSlabs.com
 (800) 604-1995
 (301) 396-4051 (fax)

179 Smallwood Village Center
 Waldorf, MD 20602

LeadSmart™ Chain-of-Custody

Lab #: 05052600020
 Due Date: F
 Custno: 111556
 Shipping SO: J1705875446
 Analysis SO: 35A486

Company Name: Thompson/Thibodeaux CDC Address: 5200 Lapalco Blvd, Suite 5 City/State/Zip: Marrero, LA 70072
 Phone: (504) 340-4444 Fax: 504 340-5003 E-mail: Thibodeaux@tthibodeaux.net Acc. Number: 111556
 Testing Address: [Redacted] Birchfield Dr City/State (Required): Haven, LA
 Collected by: C. Lyons Date: 5/25/05 Certification Number: Pb05100317 Relinquished by: _____ Date: 5/25/05
 Purchase Order Number: _____

I hereby certify that the dust wipes supplied meet ASTM E1792 and are of the brand: Lead Wipe Face Paintest Ghost Wipes Other (please specify) _____

No.	Sample Type	Date Collected	Client Sample ID	Turn Around Time (TAT) <input checked="" type="checkbox"/> 4-Day <input type="checkbox"/> 3-Day <input type="checkbox"/> Same Day <input type="checkbox"/> Weekend (Must Call) If no TAT is specified, sample(s) will be processed and charged as 3-Day TAT.	Sample Type		Collection Location Abbreviations		Surface Type for Dust Wipe										
					Single Dust Wipe = DW Paint Chip = PC Composite Soil = CS	Soil = S Air = A	FR = Family Room LR = Living Room DN = Den DR = Dining Room I = 1st Fl	F = Front R = Rear LT = Left RT = Right 2 = 2nd Fl	0 = Basement KT = Kitchen BA = Bath BR = Bedroom	FL = Floor CP = Carpet SL = Window Sill WW = Window Well	Dust Wipe Length x Width (In Inches)	Paint Chip Length x Width (In Inches)	Air Volume (Total Liters)						
1	CS	5/25/05	80	FRTLT															
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

Expiration Date: DOE 5-26-05 1117



Laboratories
 179 Smallwood Village Center
 Waldorf, MD 20602
 Toll Free: 800.604.1995 Fax: 301.396.4051

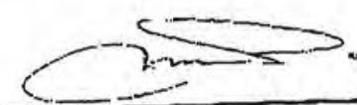
Lead in Soil Analysis Report

Report Number: 05052600020B
 Received Date / Time: 05/26/2005 09:54:42 AM
 Reported Date / Time: 06/22/2005 04:49:18 PM
 Method: EPA SW846,7420

Test Address:
 (Amended Report) [Redacted] rchfield Dr. Harvey LA

Client:
 THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072

AIHA Accreditation #: 102722


 Maria P. Perez, QA/QC Supervisor

Account Number: 111556 Fax Number: 504/340-5003

Laboratory Results

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	80 FRTL T	05/25/2005 05/27/2005	17.3	16.0	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

Analytical results and reports are generated by BTS Laboratories at the request of and for the exclusive use of the person or entity (client) named on this report. Results, reports or copies of same will not be released by BTS Laboratories to any third party without the prior express written consent from the client named in this report. This report applies only to those samples taken at the time, place and location referenced by the client. This report makes no express or implied warranty or guarantee as to the sampling methodology used by the individual performing the sampling. The client is solely responsible for the use and interpretation of these test results and BTS Laboratories makes no express or implied warranties as to such use or interpretation. BTS Laboratories is not able to make and does not make a determination as to the environmental soundness, safety or health of a property from only the samples sent to their laboratory for analysis. Unless otherwise specified by the client, BTS Laboratories reserves the right to dispose of all samples after the testing of such samples is sufficiently completed or after a five day period, whichever is greater.



Laboratories™

www.BTSlabs.com
(800) 604-1895
(301) 396-4051 (fax)

179 Smallwood Village Center
Walkorf, MD 20602

LeadSmart™ Chain-of-Custody

Lab #: 06032200018
Due Date: TH
Custno: 111556
Shipping SO: ALA
Analysis SO: 388515

Company Name: Thompson - Thibodeaux Address: 5200 Lapalea Blvd, Ste 5 City/State/Zip: Marreos, LA 70072
Phone: 504 340-4444 Fax: 504 340-5003 E-mail: Thibodeaux@bellsouth.net Acct. Number: 111556
Testing Address: Buchfield Dr City/State (Required): LA Marreos, LA
Collected by: C. Myers Date: 3/21/06 Certification Number: Pb05100317 Reimprished by: C. Myers Date: 3/21/06

Purchase Order Number: _____
I hereby certify that the dust wipes supplied meet ASTM E1792 and are of the brand: Lead Wipe Pallintest Pace Ghost Wipes Other (please specify) _____

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Collection Location Abbreviations		Surface Type for Dust Wipe			
						FR = Family Room LR = Living Room DN = Den DR = Dining Room 1 = 1st Fl	F = Front R = Rear LT = Left RT = Right 2 = 2nd Fl	FL = Floor CP = Carpet SL = Window Sill WW = Window Well	0 = Basement KT = Kitchen BA = Bath BR = Bedroom	Dust Wipe Length x Width (in inches)	Paint Chip Length x Width (in inches)
1	CS	3/21/06	121	FRTU	Soal			X	X		L
2								X	X		L
3								X	X		L
4								X	X		L
5								X	X		L
6								X	X		L
7								X	X		L
8								X	X		L
9								X	X		L
10								X	X		L

Turn Around Time (TAT)
 1-Day 3-Day Weekend (Must Call)
 Same Day
 If no TAT is specified, sample(s) will be processed and charged as 3-Day TAT.

Single Dust Wipe = DW Soil = S
 Paint Chip = PC Air = A
 Composite Soil = CS



Laboratories™
179 Smallwood Village Center
Waldorf, MD 20602

Toll Free: 800.604.1995 Fax: 301.396.4051

Lead in Soil Analysis Report

Report Number: 06032200018A
Received Date / Time: 03/22/2006 09:54:11 AM
Reported Date / Time: 03/23/2006 12:21:12 PM
Method: EPA SW846,7420
Shipping #: J1705875357

Test Address:

Birchfield Dr. Harvey LA

Client:

THOMPSON-THIBODEAUX COMM DEV
5200 Lapalco Blvd, Suite 5
Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556 Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	121 F RT LT	03/21/2006 03/23/2006	211.3	149.2	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

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Thompson Thibodeaux Community Development Corporation

Project New Coat

Owner [REDACTED]
 Address [REDACTED] Birchfield Dr, Harvey
 Phone [REDACTED]
 Inspector Jerome McGowan Date 5/11/05

1984

Lynnwood Model

Outside Measurements

Top Sections

Gables (36 x 6) - Left side Rafters: Exposed Concealed
 Fascia 39 + 39 + 40 + 39 + 45 x 1 = 202
 Soffit 39 + 39 + 40 + 39 + 45 x 2

FRONT SECTION

Porch _____ Iron Work _____ Steps _____ Awning _____
 Wall 38 + 18 x 8 (29 x 13) - Top
 Columns _____ Other _____ Weatherboards _____ SF

SIDE SECTIONS

Porch _____ Iron Work _____ Steps _____ Awning _____
 Wall (18 + 18 x 18) (36 x 10) - Bolt Left (36 x 6) - Top Left
 Columns _____ Other 36 x 6 Gable Left Weatherboards _____ SF

REAR SECTIONS

Porch _____ Iron Work _____ Steps _____ Awning _____
 Wall (25 + 23 x 10) (25 x 12) - Top
 Columns _____ Other _____ Weatherboards _____ SF

OTHER SECTIONS

Garage _____ Carport _____ Storage Shed _____ Weatherboards _____ SF
 Pressure Wash Only _____
 Piers _____ Other _____

NOTES * Remove gutters and shutters throw away
1) Weatherboard damage @ 225', Fascia @ 20' Soffit @ 20'
2) Do Not Paint windows, owner has replacement windows
Revised 7/13/05 - Max!

SUBTOTALS

Gables _____	Fascia <u>202</u>	Soffit <u>404</u>	Porch <u>0</u>
Iron Work <u>0</u>	Steps _____	Wall <u>2265</u>	Columns <u>-</u>
Awnings _____	Garage _____	Carport _____	Other _____
Piers _____	Storage Shed _____		

TOTAL PAINT 2565 SF

PRESSURE WASH ONLY 250 SF
 REPLACE WEATHERBOARDS 100 SF

MISC. CARPENTRY _____

Infeasible (total SF exceeds 3500) yes _____ No

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION
5200 Lapalco Bld. Suite 5
Marrero, LA 70072
Phone 504-340-4444
FAX 504-340-5003

SUPPLY REQUEST FORM

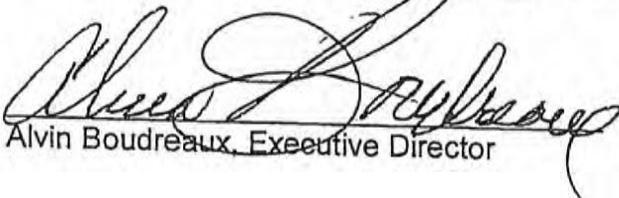
Assigned Contractor: Marshall Builders
Homeowners Name: [REDACTED]
Address: [REDACTED] Birchfield Dr.
Phone #: (504) [REDACTED] Council District: 3

Pure White Supplies

Paint Body Color: SW 7005 Number of gallons of Body Paint: 12
Number of gallons of Primer: 15
Trim Color: Reddish - SW 6319 Number of gallons of Trim Paint: 4
Porch Paint Color: _____ Number of gallons of Porch Paint: _____
Iron Work Paint Color: _____ Number of gallons of Iron Paint: _____

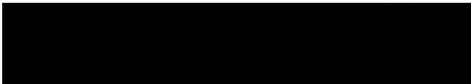
Original House Colors: (Sam Oliver)

House Square Footage: 3121


Alvin Boudreaux, Executive Director

5/15/05
Date

Thompson Thibodeaux Community Development Corporation
Project New Coat
PAINT SUPPLIES REQUISITION FORM

Name: 

Address:  Birch Field Dr

Phone #: 

Council District: _____

Paint: SW7005 Pure White UD Initial

Trim: SW6319 Reddish UD Initial

Porch: _____ Initial

Iron Work: _____ Initial


Print Homeowner's Name 1/31/05
Date


Homeowner's Signature 1/31/05
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!

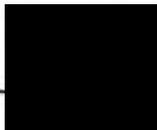
Thompson/Thibodeaux Community Development Corp.

5200 Lapalco Blvd. Suite 5
Marrero, LA 70072
Phone (504) 340-4444
Fax (504) 340-5003

Paint Pro Depot
1938 Stumpf Blvd.
Gretna, LA 70056

Phone (504) 361-9500
Fax (504) 361-4466

Purchase Order # _____



Birchfield Dr
Address

Items On Order

<u>Quantity</u>	<u>Items</u>	<u>Order Date</u>	<u>Pick-up Date</u>
1 Case	Chalking		
1 Gal.	Mineral Spirits		
1 Gal.	Jomax		

Signature _____

Date _____

VERSUS

FILED: _____

_____ DY.CK.

PETITION FOR DIVORCE UNDER ARTICLE 103

The petition of _____ house of _____
_____ in this Parish, respectfully represents:

I.

Petitioner and Defendant were married on about _____ Orleans Parish. The last matrimonial domicile was in Jefferson Parish, Louisiana. Defendant is domiciled in Jefferson Parish.

II.

They separated about February, 2000, and have not subsequently reconciled, and Petitioner is entitled to and desires a divorce.

III.

The minor children born of the marriage are _____ born _____
_____ and _____ born _____
Petitioner requests joint custody with Petitioner to be the primary residential parent and with Defendant to have reasonable visitation.

IV.

The marriage is not a covenant marriage.

V.

Petitioner requests reservation of the rights of the parties to partition at a future date community property acquired during the marriage. Defendant is not in the armed forces of the United States or its allies.

WHEREFORE Petitioner prays that he be awarded a judgment of divorce, custody and visitation, and reservation of the rights of the parties to partition at a future date community property as requested above.

RESPECTFULLY SUBMITTED:

Attorney for Petitioner
_____ Canal Street, Suite _____

Please serve: _____

CASH SALE
BY
FEDERAL NATIONAL MORTGAGE
ASSOCIATION

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF DALLAS

STATE OF LOUISIANA
PARISH OF ORLEANS

TO

[REDACTED]

AND

[REDACTED]

BE IT KNOWN, That on the dates hereinbelow set forth, before us, Notaries Public, in and for the County/Parish and States hereinabove set forth, duly commissioned and qualified as such,

PERSONALLY CAME AND APPEARED:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, HEREIN REPRESENTED BY ITS UNDERSIGNED OFFICER, DULY AUTHORIZED BY VIRTUE OF A RESOLUTION OF THE BOARD OF DIRECTORS, A COPY OF WHICH IS ANNEXED HERETO.

MAILING ADDRESS:

[REDACTED]

herein called SELLER, who declared that for the price and sum of [REDACTED] DOLLARS, the receipt of which is hereby acknowledged, being the entire consideration to be paid, it has bargained and sold and does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, without legal warranties of title and/or interest unto:

[REDACTED]

RESIDENTS OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA, WHO DECLARED UNTO ME, NOTARY, THAT THEY EACH HAVE BEEN MARRIED BUT ONCE AND THEN TO EACH OTHER AND THAT THEY ARE PRESENTLY LIVING AND RESIDING TOGETHER;

MAILING ADDRESS;

[REDACTED]

herein called BUYER, accepting and purchasing for themselves, their heirs and assigns and acknowledging due delivery and possession thereof, the following described property, the possession and delivery of which BUYER acknowledges:

THAT CERTAIN PIECE OR PORTION OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANY MANNER

[REDACTED]

BE IT KNOWN, That on the dates hereinbefore set forth, before us, Notaries Public, in and for the County/Parish and States hereinabove set forth, duly commissioned and qualified as such,

PERSONALLY CAME AND APPEARED:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, HEREIN REPRESENTED BY ITS UNDERSIGNED OFFICER, DULY AUTHORIZED BY VIRTUE OF A RESOLUTION OF THE BOARD OF DIRECTORS, A COPY OF WHICH IS ANNEXED HERETO.

[REDACTED]

[REDACTED]

acknowledged, being the entire consideration to be paid, it has bargained and sold and does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, without legal warranties of title and/or interest unto:

[REDACTED]

RESIDENTS OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA, WHO DECLARED UNTO ME, NOTARY, THAT THEY EACH HAVE BEEN MARRIED BUT ONCE AND THEN TO EACH OTHER AND THAT THEY ARE PRESENTLY LIVING AND RESIDING TOGETHER;

MAILING ADDRESS; [REDACTED]

herein called BUYER, accepting and purchasing for themselves, their heirs and assigns and acknowledging due delivery and possession thereof, the following described property, the possession and delivery of which BUYER acknowledges:

[REDACTED]

BEING THE SAME PROPERTY ACQUIRED BY THE VENDOR HEREIN BY SHERIFF'S PROCES VERBAL DEED.

[REDACTED]

FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA 2956 FOL 923
09/12/15 DATE 9/03/12 PM TIME 12:27:20 CB BOOK
JON A. BEGERHEIMER CLERK OF COURT & RECORDER
BY: *[Signature]* CERTIFIED TRUE COPY
DEPUTY CLERK & RECORDER

PROPERTY



PURCHASER accepts the property and all of the improvements thereon in whatever condition it exists as of the date herein without any warranty other than as to the validity of the title. SELLER makes no warranties of any sort whatsoever and PURCHASER expressly waives and rights of redhibition and/or quanti minoris. SELLER makes no representations nor warranties whatsoever relating to the use and occupancy of said premises, the square footage of the dwelling and/or the fitness of the property and its improvements for any particular purpose. PURCHASER acknowledges that a diligent inspection of the premises has been made and PURCHASER has taken all deficiencies and defects, if any, into consideration in bidding. PURCHASER accepts the property in its existing "AS IS" condition and PURCHASER agrees that SELLER shall have no responsibility or liability whatsoever for any repairs after occupancy and these stipulations shall survive the delivery of the title at closing.

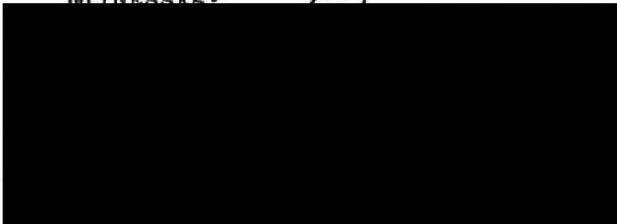
TO HAVE AND TO HOLD, the said described property herein conveyed unto the said purchaser, their heirs and assigns forever.

Purchasers dispense with the certificates required by Article 3364 of the Louisiana Civil Code. All taxes assessed against the herein conveyed property up to and including the year 1996 have been paid.

All agreements and stipulations herein, and all the obligations herein assumed shall insure the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

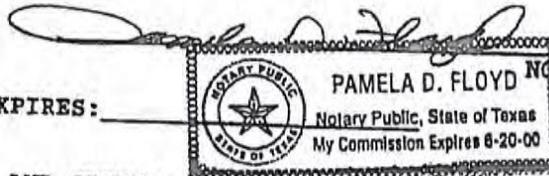
THIS DONE AND SIGNED by the SELLER at Dallas, Texas this 19th day of February, 1997, in the presence of the undersigned competent witnesses, who all sign together with said appearer and me, Notary, after reading of the whole.

WITNESSES:



FEDERAL NATIONAL MORTGAGE ASSOCIATION

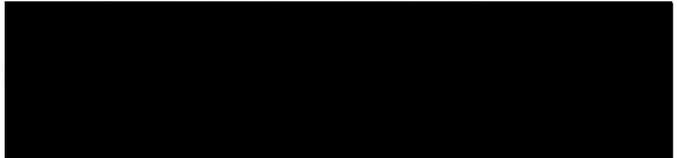
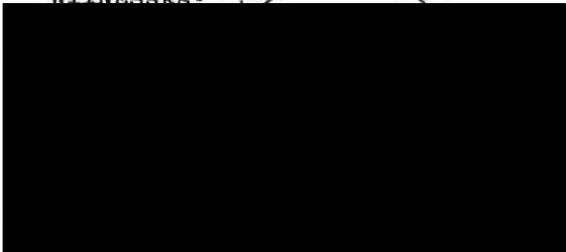
BY [Signature] VICE-PRESIDENT



MY COMMISSION EXPIRES:

THIS DONE AND SIGNED, by the PURCHASER at New Orleans, Louisiana, this 18TH day of February, 1997, in the presence of the undersigned competent witnesses who all sign together with said appearers and me, Notary, after reading of the whole.

WITNESSES:



condition and PURCHASER agrees that SELLER shall have no responsibility or liability whatsoever for any repairs after occupancy and these stipulations shall survive the delivery of the title at closing.

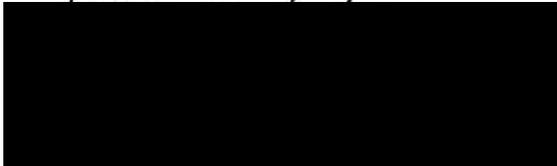
TO HAVE AND TO HOLD, the said described property herein conveyed unto the said purchaser, their heirs and assigns forever.

Purchasers dispense with the certificates required by Article 3364 of the Louisiana Civil Code. All taxes assessed against the herein conveyed property up to and including the year 1996 have been paid.

All agreements and stipulations herein, and all the obligations herein assumed shall insure the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

THUS DONE AND SIGNED by the SELLER at Dallas, Texas this 19th day of February, 1997, in the presence of the undersigned competent witnesses, who all sign together with said appearer and me, Notary, after reading of the whole.

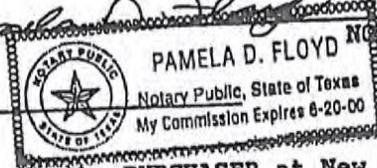
WITNESSES:



FEDERAL NATIONAL MORTGAGE ASSOCIATION

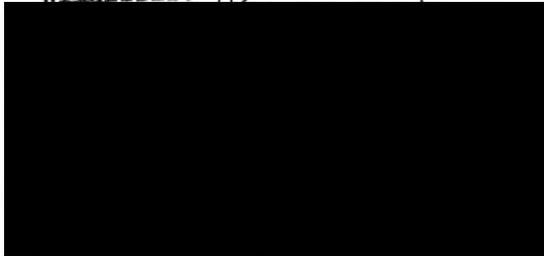
BY [Signature]
VICE-PRESIDENT

MY COMMISSION EXPIRES:



THUS DONE AND SIGNED, by the PURCHASER at New Orleans, Louisiana, this 18TH day of February, 1997, in the presence of the undersigned competent witnesses who all sign together with said appearers and me, Notary, after reading of the whole.

WITNESSES:



[Signature]
HARRY L. CAHILL III, NOTARY PUBLIC

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address: Mr. [REDACTED]
[REDACTED] Birchfield Dr, Harvey, LA 70058

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
- ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
- ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
- ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
- ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
- ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
- ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
- ❖ Will any rehab **exclude** disturbing painted surfaces? [35.115(a)(8)] YES NO
- ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
- ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ❖ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an interior/exterior component [35.1350(d)(3)] YES NO
- ❖ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO
- ❖ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. On-going maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).

James M. Lowe
Signature

7/25/05
Date

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

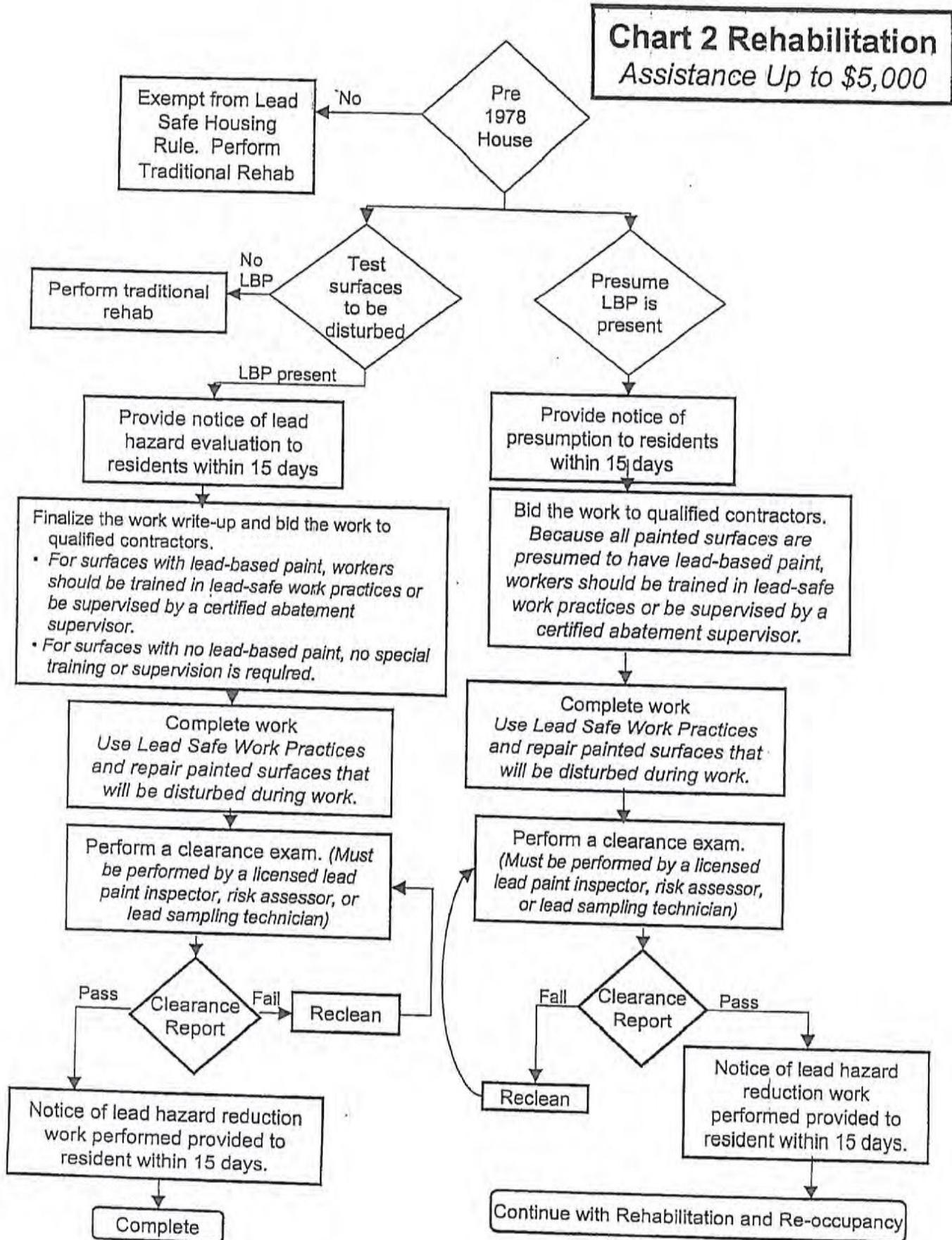
² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.

⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

Chart 2 Rehabilitation Assistance Up to \$5,000



LEAD HAZARD PRESUMPTION NOTICE - SAMPLE FORM

The property listed below has not been evaluated for lead-based paint but it has been presumed that lead-based paint or lead based paint hazards are present.

Address/location of property or structure(s) this notice of presumption applies to:

N/A Unit Built after 1978!

Types of Presumption (Check all that Apply)

- Lead-based paint is presumed to be present.
 Lead-based paint hazard(s) is(are) presumed to be present.

Contact person for more information about the presumption:

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

Person Who Prepared this Notice of Presumption:

Printed name: _____
Signature: _____
Date: _____
Organization: _____
Street: _____
City & State _____
Zip _____
Phone #: _____

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint)

Presumed Hazards

Bare Soil (list any areas of bare soil):

Dust Locations (check the following that apply):

- Window sills
- Window troughs
- Floors

Other presumed lead hazards (check any of the following components that have deteriorated paint or are friction or impact surfaces):

Locations

Exterior

- Windows
- Doors
- Trim
- Cladding
- Outbuildings
- Fences
- Porch A
- Porch B

Interior

- Trim
- Doors
- Windows
- Walls
- Floors
- Ceilings
- Other

Sample Notice of Lead Hazard Reduction

Property Address



Birchfield

Today's Date:

7/25/05

Summary of the Hazard Reduction Activity:

Start Date:

7/14/05

Completion Date:

10/19/05

Location and type of activity. (List the location and type of activity conducted or attach a copy of the summary page from the clearance report or the lead hazard scope of work providing this information.)

No Lead present! House built after 1978.

Date(s) of clearance testing:

Summary of results of clearance testing:

- (a) No clearance testing was performed.
- (b) Clearance testing showed clearance was achieved.
- (c) Clearance testing showed clearance was not achieved.

List any components with known lead-based paint that remain in the areas where activities were conducted. List the location of the component (e.g. kitchen-door, bedroom-windows).

N/A

Person who prepared this summary notice

Printed Name: Jerome McGowan

Signature:

Jerome McGowan

Title: Executive Director / Lead Supervisor

Organization:

Thompson/Thibodeaux CDC

Address: 5200 Lapalco Blvd., Suite 5, Marrero, LA 70072

Phone: (504) 340-4444

Fax: (504) 340-5003

Owner:
(Give to Property Owner with work-write up)

Date:

10/19/05

If you have any questions about this summary, please contact J. McGowan at (504) 340-4444.

HWhite

From: thibodeaux6940@bellsouth.net
Sent: Tuesday, May 02, 2006 10:26 AM
To: HWhite
Subject: [Fwd: Amended Pay request]

From: <thibodeaux6940@bellsouth.net>
Date: 2006/05/01 Mon AM 08:49:52 EDT
To: <HWhite@jeffparish.net>
CC: <RVaughnCPA@hotmail.com>, <lina_mitchell@hotmail.com>
Subject: Amended Pay request

Good Morning Ms. Helen,

I'm writing this memo to request an amendment to the contractor's pay request that is in your office. The Invoice #00211 for Marshall Builders (██████ Birchfield Dr.) is being revised due to the final coat of paint has not and will not be applied (home owner has hurricane repair being done). The painted cost for this house is \$3,306.00 (prime and final coat). Half of this is \$1,653.00, this should be subtracted from the total \$5570.00. Leaving a balance due of \$3,917.00 to be paid.

Please make the required changes and let me know if there is anything that I need to do.

Thank You

Jerome McGowan

Executive Director
Thompson/Thibodeaux
Community Development Corp.
(504) 340-4444
fax (504) 340-5003

2,144⁶⁹
- 1,653⁰⁰

19,794.69

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT:

[Redacted]

PROPERTY ADDRESS:

[Redacted] *DM & K*

PHONE:

[Redacted]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ *4648.*

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

LASCO
Name of Contractor or Firm

[Redacted]
Address of Person or Firm

[Signature]
Signature of Authorized Representative

Aug. 9, 2005
Date

[Redacted]
Contract Number

(504) [Redacted]
Phone #

Beyer-Beeson Insurance
Name of Insurance Company

10/6/2005
Expiration Date

OWNER/OCCUPANT: [Redacted] Oak Drive
PROPERTY ADDRESS: [Redacted]
PHONE: [Redacted]

DESCRIPTION OF WORK TO BE COMPLETED:

- 1) Pressure Wash entire house & Carport
- 2) Repair/Replace damage Fascia, Soffit & Weatherboard
- 3) Prime with tinted primer
- 4) Paint required colors

Start Up Date: 8/12/05 TOTAL DAYS WORKED: 12

Completion Date: 10/5/05 Cost: \$ 4648⁰⁰

Organization Representative: Alvin Boudreau
Print Name

Alvin Boudreau
Signature/Date

FINAL ACCEPTANCE MUST BE ACKNOWLEDGED BELOW BY HOMEOWNER:

Name: [Redacted] Date: 10/6/05
Signature of Homeowner

REVIEWED AND APPROVED BY TTDC REPRESENTATIVE:

Jerome McHanna Date: 10/6/05
Signature

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

**Project New Coat Program
Paint Supplies Requisition Form**

Assigned Contractor: LASCO
Homeowners Name: [REDACTED]
Address: [REDACTED] ONE DR MAUREVO, LA 70071
Phone: [REDACTED]

Supplies

Paint Body Color: Gardenia SW 6665 Number of gallons of Body Paint: 9
Trim Color: Ambitious Amber SW 6366 Number of gallons of Primer: 12
Porch Paint Color: Medicine Bay Number of gallons of Porch Paint: 2
Iron Work Paint Color: _____ Number of gallons of Iron Paint: _____

Number of gallons of Mineral Spirit: _____
Number of gallons of Jomax: _____
Number of cases of caulk: _____
Number of cases of glaze: _____

Other supplies: Yellow & Light Green

House Square Footage: 2710

[Signature]
Alvin Boudreaux, Executive Director

6/16/05
Date

Sample Notice of Lead Hazard Reduction

Property Address: [redacted] Oak Dr

Today's Date: Aug 9, 2005

Summary of the Hazard Reduction Activity:

Start Date: 8/12/05

Completion Date: 10/5/05

Location and type of activity. (List the location and type of activity conducted or attach a copy of the summary page from the clearance report or the lead hazard scope of work providing this information.)

[redacted] Oak Dr. Marrero, LA 70072 - pressure washing, wet scrapping, 140' repair & replacement of weather boards, priming and painting. Composit soil testing

Date(s) of clearance testing: 3/21/06

Summary of results of clearance testing:

- (a) No clearance testing was performed.
(b) [checked] Clearance testing showed clearance was achieved.
(c) Clearance testing showed clearance was not achieved.

List any components with known lead-based paint that remain in the areas where activities were conducted. List the location of the component (e.g. kitchen-door, bedroom-windows).

Person who prepared this summary notice

Printed Name: Jerome McGowan

Signature: [Handwritten Signature]

Title: Executive Director / Lead Supervisor

Organization: Thompson / Thibodeaux CDC

Address: 5200 Lapaleo

Phone: (504) 340-4444

Fax: (504) 340-5003

Owner: [redacted]
(Give to Property Owner with work-write up)

Date: 8/9/2005

If you have any questions about this summary, please contact J. McGowan at (504) 340-4444.



www.BTSlabs.com
 (800) 604-1995
 (301) 396-4051 (fax)
 179 Smallwood Village Center
 Waldorf, MD 20602

LeadSmart™ Chain-of-Custody

Lab #: 05061000009
 Due Date: M 111556
 Custno: J1705875455
 Shipping SO: 300822
 Analysis SO: 300822

Company Name: Thompson-Thibodeaux Address: 5200 Laplace Blvd., Ste 5 City/State/Zip: Marrero, LA 70072
 Phone: 504 340-4444 Fax: 504 340-5003 E-mail: Thibodeaux@bellsouth.net Acct. Number: 111556
 Testing Address: [Redacted] Oak Dr City/State (Required): Marrero, LA
 Collected by: C. Lyons Date: 6/9/05 Relinquished by: C. Lyons Date: 6/9/05
 Purchase Order Number: Pb05100317 Certification Number: Pb05100317

I hereby certify that the dust wipes supplied meet ASTM E1792 and are of the brand: Lead Wipe Pace Pallintest Ghost Wipes Other (please specify) _____

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Sample Type		Collection Location Abbreviations				Surface Type for Dust Wipe			
					Single Dust Wipe = DW	Soil = S	FR = Family Room	F = Front	0 = Basement	FL = Floor	Paint Chip Length x Width (in Inches)	Air Volume (Total Liters)		
1	CS	6/9/05	95	F R RT LT	PC	Air	DR = Dining Room	LT = Living Room	RT = Right = 2nd Fl	BR = Bedroom	CP = Carpet	X	X	L
2							DN = Den	R = Rear	KT = Kitchen	BA = Bath		X	X	L
3							LR = Living Room	FR = Front	0 = Basement	FL = Floor		X	X	L
4							DR = Dining Room	LT = Living Room	RT = Right = 2nd Fl	BR = Bedroom		X	X	L
5							FR = Family Room	F = Front	0 = Basement	FL = Floor		X	X	L
6							LR = Living Room	R = Rear	KT = Kitchen	BA = Bath		X	X	L
7							DR = Dining Room	LT = Living Room	RT = Right = 2nd Fl	BR = Bedroom		X	X	L
8							FR = Family Room	F = Front	0 = Basement	FL = Floor		X	X	L
9							LR = Living Room	R = Rear	KT = Kitchen	BA = Bath		X	X	L
10							DR = Dining Room	LT = Living Room	RT = Right = 2nd Fl	BR = Bedroom		X	X	L

Expiration Date: 06-10-05 1114 Page: ___ of ___

Invoice 448729

Invoice Date 06/13/05

BTS Laboratories, Inc.
 179 Smallwood Village Center
 Waldorf, MD 20602 US

Telephone: 301/870-1995

Bill To:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072
 USA

Ship To:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072
 USA

Customer	Ship Via	Shipped/Received	Terms		
111556	UPS	Received	Net 30 Days		
Job Site/Shipping Tracking Number		Salesperson	Order Date	Sales Number	Work Order
[REDACTED] Oak Dr.		6402	06/10/05	360822	05061000009
Quantity Ordered	Quantity Shipped	Item Number	Unit Measure	Unit Price	Extended Price
1	1	11CSS24		9.0000	9.00
	0	Composite Soil Sample - 1 Day		N	
				Nontaxable Subtotal	9.00
				Taxable Subtotal	0.00
				Tax	0.00
				Total Invoice	9.00



Laboratories™
 179 Smallwood Village Center
 Waldorf, MD 20602
 Toll Free: 800.604.1995 Fax: 301.396.4051

Lead in Soil Analysis Report

Report Number: 05061000009A
 Received Date / Time: 06/10/2005 09:47:39 AM
 Reported Date / Time: 06/13/2005 03:11:09 PM
 Method: EPA SW846,7420

Test Address:

██████ Oak Dr. Marrero LA

Client:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556 Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	95 FRRTL	06/09/2005 06/13/2005	294.5	287.4	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

Analytical results and reports are generated by BTS Laboratories at the request of and for the exclusive use of the person or entity (client) named on this report. Results, reports or copies of same will not be released by BTS Laboratories to any third party without the prior express written consent from the client named in this report. This report applies only to those samples taken at the time, place and location referenced by the client. This report makes no express or implied warranty or guarantee as to the sampling methodology used by the individual performing the sampling. The client is solely responsible for the use and interpretation of these test results and BTS Laboratories makes no express or implied warranties as to such use or interpretation. BTS Laboratories is not able to make and does not make a determination as to the environmental soundness, safety or health of a property from only the samples sent to their laboratory for analysis. Unless otherwise specified by the client, BTS Laboratories reserves the right to dispose of all samples after the testing of such samples is sufficiently completed or after a five day period, whichever is greater.



Laboratories™

www.BTSlabs.com
(800) 604-1995
(301) 396-4051 (fax)

179 Smallwood Village Center
Waldorf, MD 20602

LeadSmart™ Chain-of-Custody

Lab #: 06032200017
Due Date: TK
Custno: 111556
Shipping SO: K/A
Analysis SO: 382512

Company Name: Thompson-Thibodeaux Address: 5200 La Palca Blvd, Ste 5 City/State/Zip: Morrens, LA 70072
Phone: (504) 340-4444 Fax: (504) 340-5003 E-mail: Thibodeaux6940@bellsouth.net
Testing Address: [Redacted] Oak Dr City/State (Required): Neft Manero, LA
Collected by: C. Myers Date: 3/21/06 Relinquished by: C. Myers Date: 3/21/06

Certification Number: Pb05100317

Purchase Order Number: _____
I hereby certify that the dust wipes supplied meet ASTM E1792 and are of the brand: Lead Wipe Pallintest Ghost Wipes Other (please specify) _____

Turn Around Time (TAT) <input checked="" type="checkbox"/> 1-Day <input type="checkbox"/> 3-Day <input type="checkbox"/> Weekend (Must Call) If no TAT is specified, sample(s) will be processed and charged as 3-Day TAT.	Sample Type			Collection Location Abbreviations				Surface Type for Dust Wipe									
	Single Dust Wipe	DW	Soil	FR	Family Room	F	Front	0	Basement	FL	Floor	CP	Carpet	SL	Window Sill	WW	Window Well
	Paint Chip	PC	Air	LR	Living Room	R	Rear	KT	Kitchen								
	Composite Soil	CS		DN	Den	LT	Left	BA	Bath								
				DR	Dining Room	KT	Right	BR	Bedroom								
				I	1st Fl	2	2nd Fl										

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Dust Wipe Length x Width (in Inches)	Paint Chip Length x Width (in Inches)	Air Volume (Total Liters)
1	CS	3/21/06	122	FUR	soil	X	X	L
2						X	X	L
3						X	X	L
4						X	X	L
5						X	X	L
6						X	X	L
7						X	X	L
8						X	X	L
9						X	X	L
10						X	X	L

Expiration Date: M.M. 3/22 10:26 Page: 1 of 1
Forms: LeadSmart™ COC 020504 [L5_E]



Laboratories
179 Smallwood Village Center
Waldorf, MD 20602
Toll Free: 800.604.1995 Fax: 301.396.4051

Lead in Soil Analysis Report

Report Number: 06032200017B
Received Date / Time: 03/22/2006 09:54:11 AM
Reported Date / Time: 03/28/2006 03:22:11 PM
Method: EPA SW846,7420
Shipping #: J1705875357

Test Address:
(Amended Report) [Redacted] Oak Drive Marrero LA

Client:
THOMPSON-TRIBODEAUX COMM DEV
5200 Lapalco Blvd, Suite 5
Marrero, LA 70072

AIBA Accreditation #: 102722

Account Number: 111556 Fax Number: 504/340-5003


Maria P. Perez, QA/QC Supervisor

Laboratory Results

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	122 F L T R T	03/21/2006 03/23/2006	314.0	207.6	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

Analytical results and reports are generated by BTS Laboratories at the request of and for the exclusive use of the person or entity (client) named on this report. Results, reports or copies of same will not be released by BTS Laboratories to any third party without the prior express written consent from the client named in this report. This report applies only to those samples taken at the time, place and location referenced by the client. This report makes no express or implied warranty or guarantee as to the sampling methodology used by the individual performing the sampling. The client is solely responsible for the use and interpretation of these test results and BTS Laboratories makes no express or implied warranties as to such use or interpretation. BTS Laboratories is not able to make and does not make a determination as to the environmental soundness, safety or health of a property from only the samples sent to their laboratory for analysis. Unless otherwise specified by the client, BTS Laboratories reserves the right to dispose of all samples after the testing of such samples is sufficiently completed or after a five day period, whichever is greater.

Thompson/Thibodeaux Community Development Corp.

5200 Lapalco Blvd. Suite 5
Marrero, LA 70072
Phone (504) 340-4444
Fax (504) 340-5003

Paint Pro Depot
1938 Stumpf Blvd.
Gretna, LA 70056

Phone (504) 361-9500
Fax (504) 361-4466

Purchase Order # [REDACTED] Oak St
Job Site Address

Items On Order

<u>Quantity</u>	<u>Items</u>	<u>Order Date</u>	<u>Pick-up Date</u>
1 gal.	Tomax	7/25/05	
1 gal	Mineral Spirits	7/25/05	
3 Cases	CAIKING	7/25/05	

Signature Jerome McLean
Date 7/25/05

Paint Pro Depot
1938 Stumpf Blvd

Gretna, La 70056
(504) 361-9500

.....
Invoice: 10357
Register: Front Desk
Operator: Default User
Client: SON/THILBODEAUX
Date: 27-Jul-05
Time: 11:19:08 AM

Jomax - GAL-5 qt
1 @ \$20.00 \$20.00
paint thinner - gal
1 @ \$4.99 \$4.99
pro stock caulk- case - c
3 @ \$17.00 \$51.00
SubTotal: \$75.99
Sales Tax: \$6.65
Invoice Total \$82.64

Charge To A (\$82.64)

PO # XXXXXXXXXX OAK ST

Change Due: \$0.00

.....

Thompson/Thibodeaux Community Development Corporation
5200 Lapalco Boulevard, Suite 5
Marrero, Louisiana 70072
(504) 340-4444
Fax (504) 340-5003

"Repair Agreement Letter"

Thompson/Thibodeaux Community Development Corporation, Inc. has selected [redacted] (Participant) to participate in the "Paint Program". Thompson/Thibodeaux will inspect Participant's home to determine the amount of repairs that must be performed before the home can be painted by our contractors. Thompson/Thibodeaux will agree to perform minor repairs. Minor repairs include the following:

1. 300 ft. of weatherboard replacement
2. 150 ft. of soffits replacement
3. 150 ft. of fascia replacement

If it is determined during the initial assessment of the house that such costs exceed the budgeted amount for each house, the Participant will be notified in writing and given the opportunity to have the repairs completed at the expense of the Participant. Once such repairs have been completed, the Participant must notify Thompson/Thibodeaux in writing. After receipt of the written notice, Thompson/Thibodeaux will inspect the Participant's home once again to determine whether the house is suitable for painting.

If Thompson/Thibodeaux has begun repair work and it is discovered that an extensive amount of repair work is needed before the house can be painted, a representative of Thompson/Thibodeaux will notify you in writing. The house will be restored back to its original status and all other work will cease. The Participant will be responsible to have all other necessary repairs performed before Thompson/Thibodeaux will resume painting.

The "Paint Program" is designed to beautify the neighborhoods of Jefferson Parish by painting the houses of eligible participants. It is not the intention of the "Paint Program" to rehabilitate houses.

I, [redacted], agree with the above statements and assume all responsibilities necessary to restore my home to a 'paintable state'. Furthermore, I will not hold Thompson/Thibodeaux reliable for excessive repairs that resulted from conditions prior to this engagement.

[redacted]
Participant
James McLean
Thompson/Thibodeaux CDC

6/16/05
Date
6/16/05
Date

Board Members
Barbara L. Garner, Board Chairperson
Rev. Edward Joseph, Joycelyn Robinson, Beryl Tross, Rev. Wilbert Tross, Eddie Williams

Thompson Thibodeaux Community Development Corporation

Project New Coat

Owner [REDACTED]
 Address [REDACTED] Oak Dr, Marrero, LA
 Phone (504) [REDACTED]
 Inspector Jerome McGowan Date _____

1951

Outside Measurements

Top Sections
 Gables 32x.75 x 32x.75 Rafters: Exposed Concealed _____
 Fascia 16+6+12 · 28x.75 44x.75 44x.75 = 112.5
 Soffit 112 x 1.5 = 168.75

FRONT SECTION
 Porch 6x13x8 Iron Work 0 Steps 3x4 Awning 0
 Wall 4+6+12x8
 Columns _____ Other _____ Weatherboards 256 SF

SIDE SECTIONS
 Porch _____ Iron Work _____ Steps _____ Awning _____
 Wall 42x8x6 42x8x6
 Columns _____ Other _____ Weatherboards 672 SF

REAR SECTIONS
 Porch _____ Iron Work 0 Steps _____ Awning _____
 Wall 42x8
 Columns _____ Other _____ Weatherboards 200 SF

OTHER SECTIONS
 Garage _____ Carport 407 Storage Shed _____ Weatherboards _____ SF
 Pressure Wash Only 1
 Piers _____ Other _____

NOTES Fascia good, some bad weather board @ 140'

SUBTOTALS
 Gables 312 Facia 161 Soffit 265 Porch 127
 Iron Work _____ Steps _____ Wall 1438 Columns _____
 Awnings _____ Garage _____ Carport 407 Other _____
 Piers _____ Storage Shed _____

TOTAL PAINT 2800 SF

PRESSURE WASH ONLY 0 SF
REPLACE WEATHERBOARDS 140 SF

MISC. CARPENTRY _____
 Infeasible (total SF exceeds 3500) yes _____ No _____

Thompson.Thibodeaux Community Development Corporation
Project New Coat
PAINT SUPPLIES REQUISITION FORM

Name: [Redacted]

Address: [Redacted] Oak St.,

Phone #: (504) [Redacted]

Council District: _____

Paint: SW 6665 [Redacted] Initial

Trim: SW 6366 [Redacted] Initial

Porch: Medium GRAY _____ Initial

Iron Work: _____ _____ Initial

[Redacted]
Print Homeowner's Name

6-8-05
Date

[Redacted]
Homeowner's Signature

6-8-05
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!

BE IT KNOWN, that on this Ninth (9th) day of the month of November, in the year of our Lord, One thousand nine hundred and fifty-one (1951), and of the Independence of the United States of America, the One hundred and seventy-fifth (175th),

BEFORE ME, [REDACTED] A NOTARY PUBLIC, in and for the Parish of Jefferson, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

[REDACTED] of the full age of majority, who declared unto me, Notary, under oath, that he has been married but once, and then to [REDACTED] who departed this life on February 16, 1950, and that he has never remarried, and that he is presently living and residing in the Parish of Jefferson, State of Louisiana;

[REDACTED] of the full age of majority, who declared unto me, Notary, under oath, that he has been married but once, and then to [REDACTED] with whom he is presently living and residing in the Parish of Jefferson, State of Louisiana;

[REDACTED] of the full age of majority, who declared to me, Notary, under oath, that he has been married but once, and then to [REDACTED] with whom he is presently living and residing in the Parish of Jefferson, State of Louisiana; and

[REDACTED] of the full age of majority, who declared unto me, Notary, under oath, that he has been married but once, and then to [REDACTED] with whom he is presently living and residing in the Parish of Jefferson, State of Louisiana;

who declared and said, that for the price and considerations, and on the terms and conditions hereinafter expressed, they do, by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienation, or other encumbrances, whatsoever, unto:

[REDACTED] of the full age of majority, who declared unto me, Notary, under oath, that he has been married but once, and then to [REDACTED] with whom he is presently living and residing in the Parish of Jefferson, State of Louisiana,

here present accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

TO HAVE AND TO HOLD, the said described property herein conveyed unto the said purchaser , his heirs and assigns forever.

And the said vendor^s hereby bind themselves and heirs forever to warrant and defend the said property herein conveyed to the said purchaser against all legal claims and demands whatsoever.

The said vendor^s do hereby moreover transfer unto said purchaser all and singular the rights and actions of warranty to which the said vendor^s are or may be entitled, against any and all former owners and proprietors of the property herein conveyed, hereby subrogating said purchaser to all the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor.

THIS SALE IS MADE AND ACCEPTED, for and in consider-

(350.00)-----DOLLARS, all of which
said amount has been well and truly paid unto said appear-
ers , in lawful current funds of the United States of
America, the receipt of which is hereby acknowledged and
full acquittance granted therefor.

By refernee to the certificates of the Ex-Officio Recorder
of Mortgages and Registrar of Conveyances in and for the Parish
of Jefferson, State of Louisiana, annexed hereto and made a part
hereof, it does not appear that the herein conveyed property has
been heretofore alienated by the vendors herein or that it is incur-
bered in any manner whatsoever.

The parties hereto take cognizance of the fact that the here-
inabove referred to certificates are still open, being not yet
dated and signed, and hereby relieve and release me, Notary, from
all responsibility and liability in connection therewith.

United States Documentary Stamps in the amount of \$.55
are attached hereto and duly cancelled by me, Notary, this day.

All taxes assessed against the herein conveyed prop-
erty from the year 19 47 , up to and including the year
19 50 , have been paid, as evidenced by the proper proofs to
me, Notary, this day exhibited.

THUS DONE AND PASSED, in my office in the Parish of
Jefferson, aforesaid, on the day, month and year first above
written in the presence of [redacted] and
[redacted] , competent witnesses of lawful age,
domiciliated in this Parish, who herewith sign their names
with the said parties, and me, the said Notary, after the
reading of these presents.

WITNESSES:

[redacted]

S)
S)
S)
S)
S)
S)

[redacted]

A certified true copy.

Harold L. Molaison
Notary

S) Harold L. Molaison
HAROLD L. MCLAISON
Notary Public

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address:


BANK OF AMERICA

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
- ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
- ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
- ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
- ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
- ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
- ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
- ❖ Will any rehab **exclude** disturbing painted surfaces? [35.115(a)(8)] YES NO
- ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
- ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

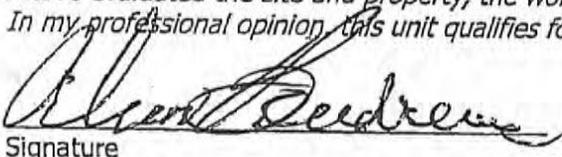
The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ❖ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an interior/exterior component [35.1350(d)(3)] YES NO

- ❖ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO

- ❖ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. On-going maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).


Signature

Date 7/13/05

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.

⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET
Addendum for Rehabilitation Projects
Parts 3 and 4

Parts 3 and 4 of this worksheet should be completed for any residential property that is to undergo rehabilitation with Federal funds. The completed form should be placed in the project file with Parts 1 and 2.

Part 3: Per Unit Level of Rehabilitation Assistance

A. Average Federal Funding Per Unit	\$ <u>5,000⁰⁰</u>
B. Average Per Unit Rehabilitation <u>Hard Costs</u> (not including costs of lead hazard evaluation and reduction)	\$ <u>4,648⁰⁰</u>
C. Lower of A or B	\$ <u>4,648⁰⁰</u>

Part 4: Approach Required (Based on answer to 3.C., above)

\$0 - \$5,000	<input checked="" type="checkbox"/> Do No Harm (Test & Repair)
\$5,001 - \$25,000	<input type="checkbox"/> Identify and Control Lead Hazards
\$25,001 and above	<input type="checkbox"/> Identify and Abate Lead Hazards

Calculated by Jerome McGowan

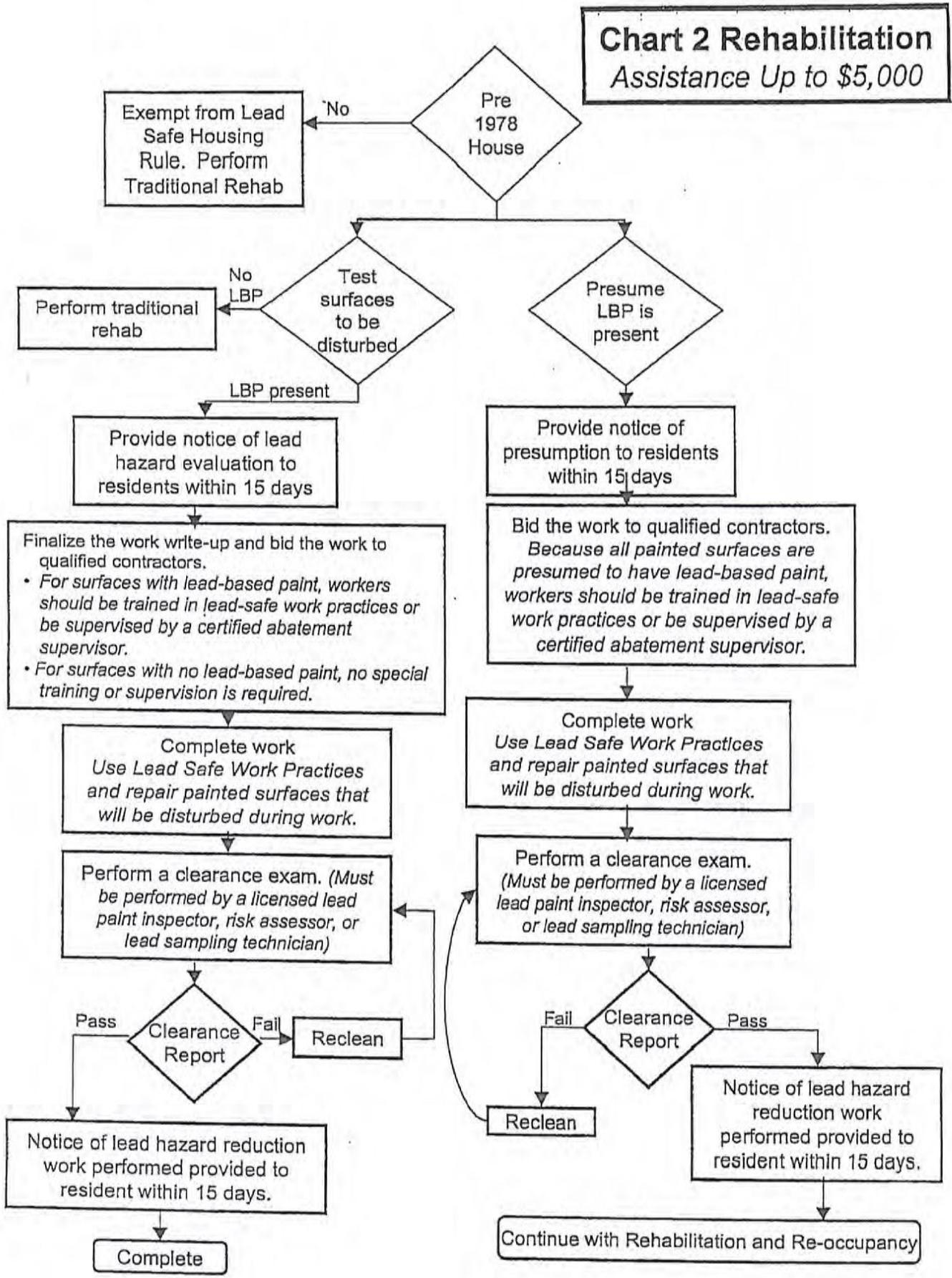
Aug. 9, 2005
Date

I have evaluated the site, the specifications, estimated the rehab hard costs and interviewed the occupants. In my professional opinion, this project meets the above requirement for federal lead hazard reduction under 24 CFR Part 35.

Jerome McGowan
Signature

Aug. 9, 2005
Date

Chart 2 Rehabilitation Assistance Up to \$5,000



LEAD HAZARD PRESUMPTION NOTICE - SAMPLE FORM

The property listed below has not been evaluated for lead-based paint but it has been presumed that lead-based paint or lead based paint hazards are present.

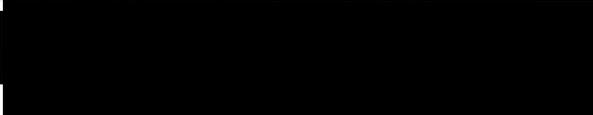
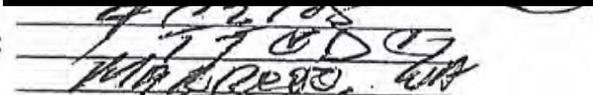
Address/location of property or structure(s) this notice of presumption applies to:

 Oak Dr
Marreco, LA 70072

Types of Presumption (Check all that Apply)

- Lead-based paint is presumed to be present.
- Lead-based paint hazard(s) is(are) presumed to be present.

Contact person for more information about the presumption:

Printed name: 
Signature: 
Date: 4/22/08
Organization: 77000
Street: Marreco, LA
City & State: 70072
Zip: 70072
Phone #: 370-4499

Person Who Prepared this Notice of Presumption:

Printed name: _____
Signature: 
Date: _____
Organization: _____
Street: _____
City & State: _____
Zip: _____
Phone #: _____

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint)

Presumed Hazards

Bare Soil (list any areas of bare soil):

Front Yard
Side Yard
Back Yard

Dust Locations (check the following that apply):

- Window sills
- Window troughs
- Floors

Other presumed lead hazards (check any of the following components that have deteriorated paint or are friction or impact surfaces):

Locations

Exterior

- Windows both sides & Back
- Doors Front & Back
- Trim Fascia
- Cladding _____
- Outbuildings Front, back & side walls
- Fences _____
- Porch A _____
- Porch B _____

Interior

- Trim N/A
- Doors _____
- Windows _____
- Walls _____
- Floors _____
- Ceilings _____
- Other _____

Marshall Builders

7401 Runnymede Drive
Marrero, LA 70072

Invoice # 00210

Project ID: Thompson/Thibodeaux Community Development Corporation

Project Inspector: Mr. Alvin Boudreaux

Project Name:

██████████
██████████ Silverlilly Lane

Marrero, LA 70072

Start Date: Aug. 12, 2005

End date: Oct. 14, 2005

Job Description	Cost
Painted Area Cost	\$3,498.75
Pressure Wash Cost	\$563.20
Maintenance Fee	\$100.00
<i>Carpentry Repairs</i>	
* Fascia (35)	\$204.75
* Soffits (35)	\$178.50
* Weatherboard	\$0.00
Sub-Total Cost	\$4,545.20

* Additional Cost	
<i>Total Cost:</i>	<i>\$4,545.20</i>

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: [REDACTED]

PROPERTY ADDRESS: [REDACTED] Silver Lilly Lane

PHONE: [REDACTED]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 4545²⁰

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders
Name of Contractor or Firm

[REDACTED]
Address of Person or Firm

[Signature]
Signature of Authorized Representative

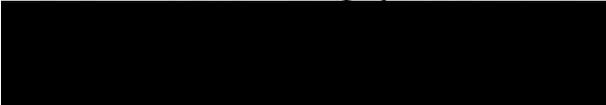
Aug. 1, 2005
Date

[REDACTED]
Federal ID Number

[REDACTED]

American Vehicle
Name of Insurance Company

3-16-05
Expiration Date

OWNER/OCCUPANT: 

PROPERTY ADDRESS:  Silverhilly Lane

PHONE: _____

DESCRIPTION OF WORK TO BE COMPLETED:

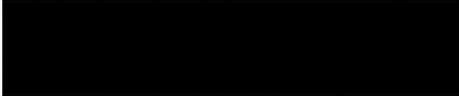
- 1) Pressure Wash entire house
- 2) Replace damage fascia & soffits (35 ft each)
- 3) Prime house with tinted primer
- 4) Paint house

Start Up Date: 8/12/05 TOTAL DAYS WORKED: 16
Completion Date: 10/14/05 Cost: \$ 4545²⁰

Organization Representative: Alvin Boudreaux
Print Name

Alvin Boudreaux
Signature/Date

FINAL ACCEPTANCE MUST BE ACKNOWLEDGED BELOW BY HOMEOWNER:

Name:  Date: 10/14/05
Signature of Homeowner

REVIEWED AND APPROVED BY TTDC REPRESENTATIVE:

Shirone McGowan Date: 10/14/05
Signature



A & K Environmental L.L.C.

P.O. Box 8074

New Orleans, LA 70182

Address



Silverlily Lane

Invoice Number

AK-00123

Marrero, LA 70072

Soil Sample

(1) Baseline Sample \$60.00

(2) Clearance Sample \$60.00

Total \$120.00



Laboratories

www.BTSlabs.com
179 Smaithwood Village Center
Wheatburg, MD 20602

LeadSmart™

Chain-of-Custody

~For Lab Use Only~

Company Name: Thompson - Thibodeaux Address: 5200 Lapalca Blvd., Ste 5 City/State/Zip: Morreno, LA 70072
Phone: 504 340-4444 Fax: 504 340-5003 E-mail: Thibodeaux1940@bellSouth.net Account Number: 111556
Testing Address: Silver Lily Lane City/State (Required): Met. Marano, LA Date: 8/16/05
Collected by: C. Hyano Certification Number: Ph05100317 Relinquished by: C. Hyano Date: 8/16/05

Purchase Order Number: _____
I hereby certify that the dust wipes supplied meet ASTM E1797 and are of the brand: Trace Palliated Ghost Wipes Other (please specify) _____

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, KIRBR, etc.)	Surface Type	Dust Wipe Length x Width (in inches)		Air Volume (Total Liters)
						Length	Width	
1	CS	8/16/05	120	FATU	soil	X	X	L
2						X	X	L
3						X	X	L
4						X	X	L
5						X	X	L
6						X	X	L
7						X	X	L
8						X	X	L
9						X	X	L
10						X	X	L



Laboratories™
 179 Smallwood Village Center
 Waldorf, MD 20602
 Toll Free: 800.604.1995 Fax: 301.396.4051

Lead in Soil Analysis Report

Report Number: 05081700010A
 Received Date / Time: 08/17/2005 09:56:01 AM
 Reported Date / Time: 08/18/2005 03:38:15 PM
 Method: EPA SW846,7420

Test Address:
 [Redacted] Silver Lilly Lane Marrero LA

Client:
 THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556 Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	120 F RT LT	08/16/2005 08/18/2005	107.6	144.8	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

Analytical results and reports are generated by BTS Laboratories at the request of and for the exclusive use of the person or entity (client) named on this report. Results, reports or copies of same will not be released by BTS Laboratories to any third party without the prior express written consent from the client named in this report. This report applies only to those samples taken at the time, place and location referenced by the client. This report makes no express or implied warranty or guarantee as to the sampling methodology used by the individual performing the sampling. The client is solely responsible for the use and interpretation of these test results and BTS Laboratories makes no express or implied warranties as to such use or interpretation. BTS Laboratories is not able to make and does not make a determination as to the environmental soundness, safety or health of a property from only the samples sent to their laboratory for analysis. Unless otherwise specified by the client, BTS Laboratories reserves the right to dispose of all samples after the testing of such samples is sufficiently completed or after a five day period, whichever is greater.



Laboratories™

www.BTSlabs.com
(800) 604-1995
(301) 396-4051 (fax)
179 Smallwood Village Center
Waldorf, MD 20602

LeadSmart™ Chain-of-Custody

Lab #: 06032200015
Due Date: T/T
Custno: 111556
Shipping SO: M/A
Analysis SO: 382504

Company Name: Thompson-Thibodeaux Address: 5200 Logalco Blvd, Ste 5 City/State/Zip: Marrero, LA 700
Phone: 504 340-4444 Fax: 504 340-5003 E-mail: Thibodeaux6940@bellsouth.net Acct. Number: 111556
Testing Address: [Redacted] Silverhill Ct City/State (Required): Maryland Date: 3/21/06
Collected by: C. Byers Certification Number: Pb05100317 Relinquished by: C. Byers Date: 3/21/06
Purchase Order Number: _____

I hereby certify that the dust wipes supplied meet ASTM E1792 and are of the brand: Lead Wipe Pace Palltest Ghost Wipes Other (please specify) _____

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Dust Wipe Length x Width (in Inches)		Paint Chip Length (in Inches)	Air Volume (Total Liters)
						Length	Width		
1	CS	3/21/06	124	Floor	soil	X	X		
2						X	X		
3						X	X		
4						X	X		
5						X	X		
6						X	X		
7						X	X		
8						X	X		
9						X	X		
10						X	X		



Laboratories™
 179 Smallwood Village Center
 Waldorf, MD 20602
 Toll Free: 800.604.1995 Fax: 301.396.4051

Test Address:

██████████ Silver Lilly Ct. Marrero LA

Client:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556
Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	124 FLTRT	03/21/2006 03/23/2006	98.7	53.5	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

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Invoice 470905

Invoice Date 03/23/06

BTS Laboratories, Inc.
 1221 Caraway Court
 Suite 1010
 Largo, MD 20774
 Telephone: 301/618-1650

Bill To:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072
 USA

Ship To:

THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072
 USA

Customer	Ship Via	F.O.B.	Terms
111556	UPS	Received	Net 30 Days
Purchase Order Number	Job Site/Shipping Tracking Number	Salesperson	Order Date
	Silver Lilly Ct., Marrero, LA	6402	03/22/06
SO Number	Laboratory Number		
382504	06032200015		
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure
1	1	11CSS24	
Back Ordered	Item Description	Unit Price	Extended Price
0	Composite Soil Sample - 1 Day	9.0000	9.00
		N	
et due on 04/22/06			
Nontaxable Subtotal			9.00
Taxable Subtotal			0.00
Tax			0.00
Total Invoice			9.00

10

Con
04/23

457251

United States of America,
State of Louisiana, Parish of Jefferson

BE IT KNOWN, That on this 28th
day of the month of APRIL in the year of Our Lord,
one thousand nine hundred and Sixty-nine (1969), and
of the Independence of the United States of America, the
one hundred and ninety-third (193),

BEFORE ME,

Harold L. Molaison

A NOTARY PUBLIC, in and for the Parish of Jefferson, State
of Louisiana, duly commissioned and qualified, and in the
presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

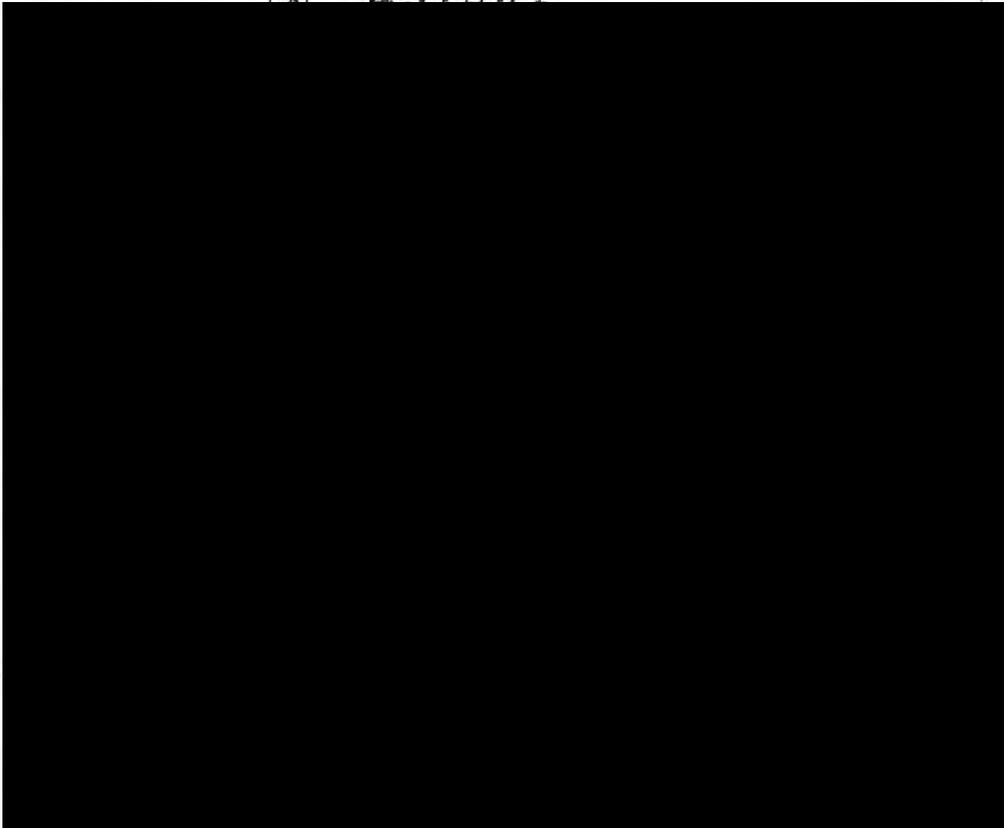
[redacted] of the full age of majority and residents of
the Parish of Jefferson, State of Louisiana, who declared
unto me, Notary, under oath, that he has been married but once
and than to [redacted] and that he has not
since remarried, and is presently living and residing in
Jefferson Parish,

who declared and said, that for the price and consideration,
and on the terms and conditions hereinafter expressed, he
does, by these presents, grant, bargain, sell, convey,
transfer, assign, set over and deliver, with all legal war-
ranties, with a full guarantee against all troubles, debts,
mortgages, claims, evictions, donations, alienation, or
other incumbrances, whatsoever, unto:

[redacted] the full age of majority and a resident of
the Parish of Jefferson, State of Louisiana, who declared
unto me, Notary, under oath, that he has been married but once
and than to [redacted] with whom he is presently living
and residing at [redacted] Silver Lilly Lane, Marrero, Louisiana,

here present accepting and purchasing for himself, his
heirs and assigns, and acknowledging delivery and possession
thereof, the following described property, to-wit:

457231



TO HAVE AND TO HOLD, the said described property herein conveyed unto the said purchaser, his heirs and assigns forever.

And the said vendor hereby binds himself and heirs forever to warrant and defend the said property herein conveyed to the said purchaser against all legal claims and demands whatsoever.

The said vendor does hereby moreover transfer unto said purchaser all and singular the rights and actions of warranty to which the said vendor is or may be entitled, against any and all former owners and proprietors of the property herein conveyed, hereby subrogating said purchaser to all the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor.

THIS SALE IS MADE AND ACCEPTED, for and in consider-

896 603 1

③ 457231

ation of the price and sum of [REDACTED]

[REDACTED] DOLLARS, all of which said amount has been well and truly paid unto said appearer, in lawful current funds of the United States of America, the receipt of which is hereby acknowledged and full acquittance granted therefor.

The parties hereto specifically waive all Mortgage and Conveyance Certificates of the Clerk of Court and Ex-Officio Recorder of Mortgages and Registrar of Conveyances of the Parish of Jefferson and all Tax Researches on the herein described property and relieve and release the undersigned Notary from any and all liability and responsibility in connection with the non-production of same.

United States Documentary Stamps in the amount of are attached hereto and duly cancelled by me, Notary, this day.

All taxes assessed against the herein conveyed property from the year 19 , up to and including the year 19 , have been paid, as evidenced by the proper proofs to me, Notary, this day exhibited.

THUS DONE AND PASSED, in my office in the Parish of Jefferson, aforesaid, on the day, month and year first above written, in the presence of [REDACTED] and [REDACTED], competent witnesses of lawful age, domiciliated in this Parish, who herewith sign their names with the said parties, and me, the said Notary, after the reading of these presents. [REDACTED]

Harold L. Molaison
HAROLD L. MOLAISSON
NOTARY PUELIC

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address

██████████
██████████ Silver Lily Lane, Marrero, LA 70072

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
- ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
- ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
- ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
- ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
- ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
- ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
- ❖ Will any rehab **exclude** disturbing painted surfaces? [35.115(a)(8)] YES NO
- ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
- ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

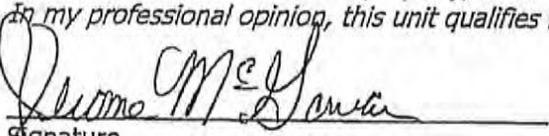
The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ❖ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an Interior/exterior component [35.1350(d)(3)] YES NO

- ❖ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO

- ❖ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. On-going maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).


Signature _____

Date 8/12/05

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.
² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.
³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.
⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.
⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET
Addendum for Rehabilitation Projects
Parts 3 and 4

Parts 3 and 4 of this worksheet should be completed for any residential property that is to undergo rehabilitation with Federal funds. The completed form should be placed in the project file with Parts 1 and 2.

Part 3: Per Unit Level of Rehabilitation Assistance

A. Average Federal Funding Per Unit	\$ <u>5,000⁰⁰</u>
B. Average Per Unit Rehabilitation <u>Hard Costs</u> (not including costs of lead hazard evaluation and reduction)	\$ <u>4,545⁰⁰</u>
C. Lower of A or B	\$ <u>4,545⁰⁰</u>

Part 4: Approach Required (Based on answer to 3.C., above)

\$0 - \$5,000	<input checked="" type="checkbox"/> Do No Harm (Test & Repair)
\$5,001 - \$25,000	<input type="checkbox"/> Identify and Control Lead Hazards
\$25,001 and above	<input type="checkbox"/> Identify and Abate Lead Hazards

Calculated by Jerome McGowan

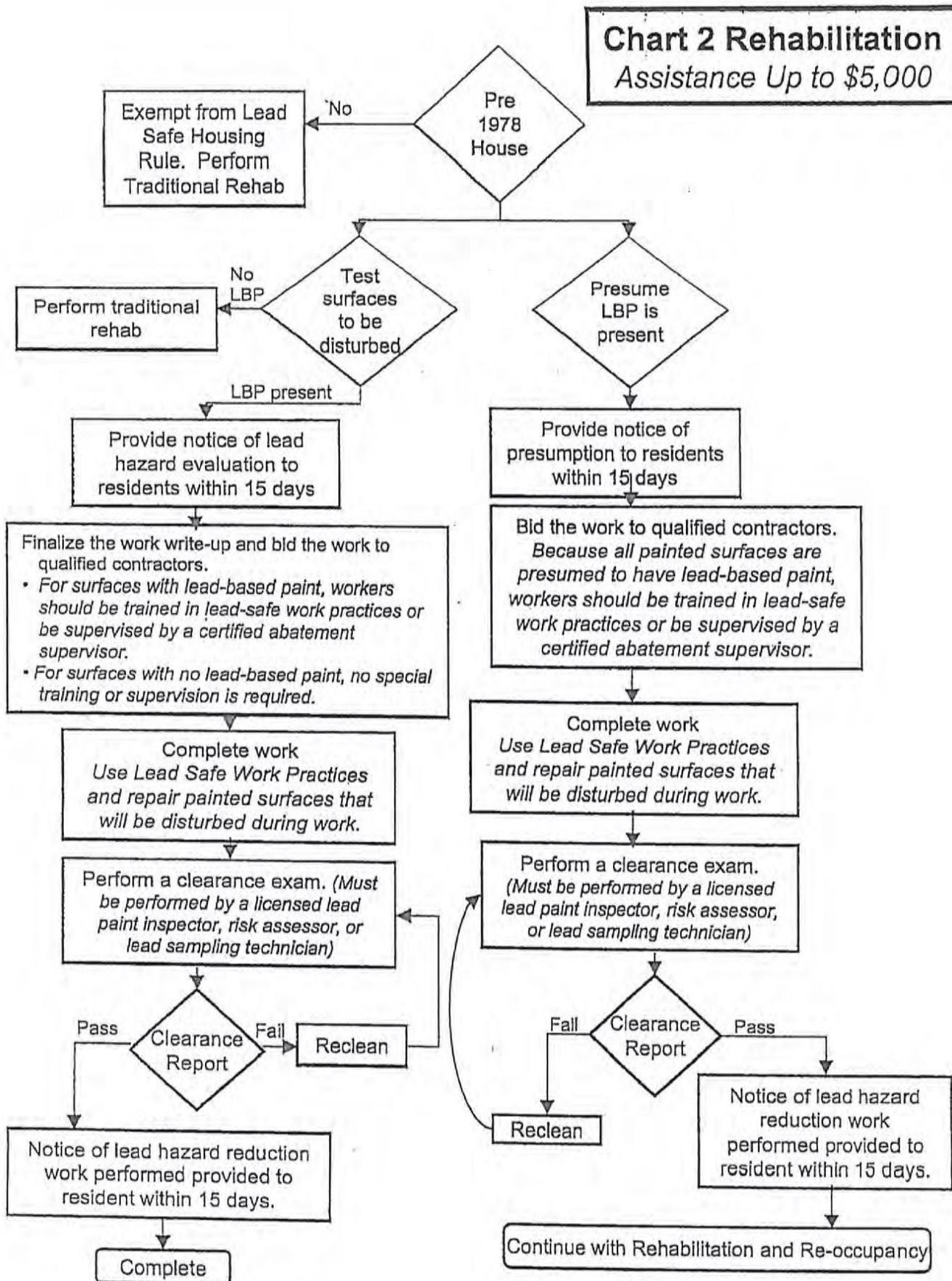
8/12/05
Date

I have evaluated the site, the specifications, estimated the rehab hard costs and interviewed the occupants. In my professional opinion, this project meets the above requirement for federal lead hazard reduction under 24 CFR Part 35.

Jerome McGowan
Signature

8/12/05
Date

Chart 2 Rehabilitation Assistance Up to \$5,000



LEAD HAZARD PRESUMPTION NOTICE - SAMPLE FORM

The property listed below has not been evaluated for lead-based paint but it has been presumed that lead-based paint or lead based paint hazards are present.

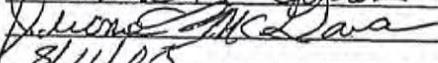
Address/location of property or structure(s) this notice of presumption applies to:

 Silver Lilly Lane

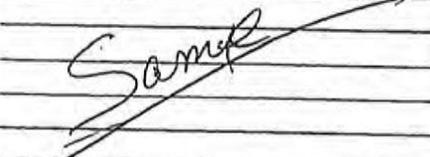
Types of Presumption (Check all that Apply)

- Lead-based paint is presumed to be present.
- Lead-based paint hazard(s) is(are) presumed to be present.

Contact person for more information about the presumption:

Printed name: Jerome Mc Gowan
Signature: 
Date: 8/11/05
Organization: Thompson/Thibodeaux COE
Street: 5200 Lapalco, Suite 5
City & State: Marrero, LA
Zip: 70072
Phone #: (504) 340-4444

Person Who Prepared this Notice of Presumption:

Printed name: _____
Signature: 
Date: _____
Organization: _____
Street: _____
City & State: _____
Zip: _____
Phone #: _____

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint)

Presumed Hazards

Bare Soil (list any areas of bare soil):

N/A

Dust Locations (check the following that apply):

- Window sills
- Window troughs
- Floors

Other presumed lead hazards (check any of the following components that have deteriorated paint or are friction or impact surfaces):

Locations

Exterior

- Windows Front, Back & Sides
- Doors Front, Back
- Trim Fascia & Soffit
- Cladding
- Outbuildings Front, Back & Sides
- Fences
- Porch A
- Porch B

Interior

- Trim N/A
- Doors
- Windows
- Walls
- Floors
- Ceilings
- Other

Sample Notice of Lead Hazard Reduction

Property Address: [Redacted] Silver Lily Lane

Today's Date: 8/12/05

Summary of the Hazard Reduction Activity:

Start Date: 8/12/05

Completion Date: 10/14/05

Location and type of activity. (List the location and type of activity conducted or attach a copy of the summary page from the clearance report or the lead hazard scope of work providing this information.)

Interim Control Exterior Painting → pressure washing, wet scrapping, prime & paint Exterior only.

Date(s) of clearance testing: _____

Summary of results of clearance testing:

- (a) _____ No clearance testing was performed.
- (b) Soil Clearance testing showed clearance was achieved.
- (c) _____ Clearance testing showed clearance was not achieved.

List any components with known lead-based paint that remain in the areas where activities were conducted. List the location of the component (e.g. kitchen-door, bedroom-windows).

Person who prepared this summary notice

Printed Name: Jerome McGowan

Signature: [Handwritten Signature]

Title: Executive Director / Lead Supervisor

Organization: Thompson / Thibodeaux CDC

Address: 5200 Lapalco Blvd., Suite 5, Marrero, LA 70072

Phone: (504) 340-4444

Fax: (504) 340-5003

Owner: [Redacted]
(Give to Property Owner with work-write up)

Date: 8/12/05

If you have any questions about this summary, please contact J. McGowan at (504) 340-4444.

Thompson Thibodeaux Community Development Corporation
Project New Coat
PAINT SUPPLIES REQUISITION FORM

Name: [Redacted]

Address: [Redacted] Silver Lilly Lane

Phone #: [Redacted]

Council District: 3

Paint: Super White (SW 6995) BP Initial

Trim: Super White (SW 6995) BP Initial

Porch: N/A BP Initial

Iron Work: Black BP Initial

[Redacted]

Print Homeowner's Name

7-1-05
Date

[Redacted]

Homeowner's Signature

7-1-05
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!

Thompson Thibodeaux Community Development Corporation
Project New Coat
PAINT SUPPLIES REQUISITION FORM

Name: [Redacted]

Address: [Redacted] Silver Lilly Lane

Phone #: [Redacted]

Council District: 3

Paint: Super White (SW 6995) BP Initial

Trim: Super White (SW 6995) BP Initial

Porch: N/A BP Initial

Iron Work: Black BP Initial

[Redacted]

Print Homeowner's Name

7-1-05
Date

[Redacted]

Homeowner's Signature

7-1-05
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION
5200 Lapalco Bld. Suite 5
Marrero, LA 70072
Phone 504-340-4444
FAX 504-340-5003

SUPPLY REQUEST FORM

Assigned Contractor: Marshall Builders
Homeowners Name: [REDACTED]
Address: [REDACTED] Silver Lilly
Phone #: [REDACTED] Council District: 3

Supplies

Paint Body Color: Super White SW 6992 Number of gallons of Body Paint: 6
Super White Number of gallons of Primmer: 8
Trim Color: SW 6995 Number of gallons of Trim Paint: 6
Porch Paint Color: _____ Number of gallons of Porch Paint: _____
Iron Work Paint Color: Black Number of gallons of Iron Paint: 4

Original House Colors: (Sam Oliver) Black & White

House Square Footage: 2,799

Jerome McGowan
Jerome McGowan, Executive Director

7/1/05
Date

Thompson/Thibodeaux Community Development Corporation
5200 Lapalco Boulevard, Suite 5
Marrero, Louisiana 70072
(504) 340-4444
Fax (504) 340-5003

"Repair Agreement Letter"

Thompson/Thibodeaux Community Development Corporation, Inc. has selected [redacted] (Participant) to participate in the "Paint Program". Thompson/Thibodeaux will inspect Participant's home to determine the amount of repairs that must be performed before the home can be painted by our contractors. Thompson/Thibodeaux will agree to perform minor repairs. Minor repairs include the following:

1. 300 ft. of weatherboard replacement
2. 150 ft. of soffits replacement
3. 150 ft. of fascia replacement

If it is determined during the initial assessment of the house that such costs exceed the budgeted amount for each house, the Participant will be notified in writing and given the opportunity to have the repairs completed at the expense of the Participant. Once such repairs have been completed, the Participant must notify Thompson/Thibodeaux in writing. After receipt of the written notice, Thompson/Thibodeaux will inspect the Participant's home once again to determine whether the house is suitable for painting.

If Thompson/Thibodeaux has begun repair work and it is discovered that an extensive amount of repair work is needed before the house can be painted, a representative of Thompson/Thibodeaux will notify you in writing. The house will be restored back to its original status and all other work will cease. The Participant will be responsible to have all other necessary repairs performed before Thompson/Thibodeaux will resume painting.

The "Paint Program" is designed to beautify the neighborhoods of Jefferson Parish by painting the houses of eligible participants. It is not the intention of the "Paint Program" to rehabilitate houses.

I, [redacted] agree with the above statements and assume all responsibilities necessary to restore my home to a 'paintable state'. Furthermore, I will not hold Thompson/Thibodeaux reliable for excessive repairs that resulted from conditions prior to this engagement.

[redacted]
Participant

Patricia Landry
Thompson/Thibodeaux CDC

1-10-05
Date

1-10-05
Date

Board Members
Barbara L. Garner, Board Chairperson
Rev. Edward Joseph, Joycelyn Robinson, Beryl Tross, Rev. Wilbert Tross, Eddie Williams

Thompson Thibodeaux Community Development Corporation

Project New Coat

Owner [REDACTED]
 Address [REDACTED]
 Phone [REDACTED]
 Inspector Jerome McGowan Date _____

Outside Measurements

Top Sections

Gables 24 x 6 (2) Rafters: Exposed _____ Concealed _____
 Facia 44 + 44 + 62 + 62 + 66 + 64 = 342 x 0.75' → 240
 Soffit 44 + 44 + 62 + 62 + 66 + 64 = 342 x 1.5' → 513

FRONT SECTION

Porch _____ Iron Work 8x3(0) Steps _____ Shutters 6.5' x 1.5' (2)
 Wall 40 + 29 x 8 Awning _____
 Columns _____ Other Door 7x3 Weatherboards _____ SF

SIDE SECTIONS

Porch _____ Iron Work 5x3(4) Steps _____ Awning _____
 Wall 58 + 58 + 30 + 30 x 8
 Columns _____ Other _____ Weatherboards _____ SF

REAR SECTIONS

Porch _____ Iron Work 8x3(1) Steps _____ Awning _____
 Wall 40 + 29 x 8
 Columns _____ Other Door - 7x3 Weatherboards _____ SF

OTHER SECTIONS

Garage _____ Carport 18' x 12' Storage Shed _____ Weatherboards _____ SF
 Pressure Wash Only _____
 Piers _____ Other Carport Floor - 216

NOTES

SUBTOTALS

Gables <u>288</u>	Facia <u>240</u>	Soffit <u>513</u>	Porch _____
Iron Work <u>180</u>	Steps _____	Wall <u>1408 + 1104 (Paint)</u>	Columns _____
Awnings _____	Garage _____	Carport <u>216 + 216</u>	Other <u>42</u>
Piers _____	Storage Shed _____		

TOTAL PAINT 2,799 SF

PRESSURE WASH ONLY 1408 SF

REPLACE WEATHERBOARDS 0 SF

MISC. CARPENTRY Replace 35' fascia & soffit

Infeasible (total SF exceeds 3500) yes _____ No _____

Williams Alliance Painting Contractor



Copy file

INVOICE

02132109

DATE: 10-19-05

New Orleans, La. 70183
Phone 504- [redacted] Fax 504- [redacted]

TO:
Thompson Thibodeaux Community Development
5400 Lapalco, Blvd. Suite 5
Marrero, La. 70072

PROJECT:
[redacted]
Constance Dr.
Marrero, La. 70072

Attn: Mr. Mr. Jerome Mc Gowan
Executive Director
Bus.# 504-340-4444 Fax: 340-5003

DESCRIPTION	
This Painting Project consist of: pressure washing, priming and painting home with a final coat of paint.	\$4,167.25
A total of (64) liner feet of soffit was removed and installed.	126.40
Also a total of (64) liner feet of fascia board was removed and installed.	187.20
A total of (5) 2x4 boards were used to reinforce rotten and weakened boards that support, a secure Framing of the upper left side of home.	100.00
TOTAL FEE FOR THIS PAINTING PROJECT IS	
\$4,480.85	
PAYMENT SCHEDULE	
+ \$984 ⁰⁰	
* Additional weatherboard replaced as per Inspector request (120' x 8 ³⁰ = \$984 ⁰⁰)	
BALANCE UPON COMPLETION	
\$ 5,464 ⁸⁵	

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outline above.

DATE 10/19/05

SIGNATURE _____
SIGNATURE Cherlyn Williams
Contractor

Make all checks payable to Williams Alliance
If you have any questions concerning this invoice, contact Cherlyn Williams, 504-[redacted] Email [redacted]@bellsouth.net

Thank you for your business!



P.O. Box [REDACTED]
 New Orleans, La. 70183
 Phone 504 [REDACTED] Fax 504 [REDACTED]

INVOICE # [100]
 DATE: 10-19-05

TO:
 [Name] *Thompson Thibodeaux*
 [Company Name] *Community Devel. Corp.*
 [Street Address] *5400 Lapalco Blvd. Suite 5*
 [City, ST ZIP Code] *Marrero, La. 70072*
 [Phone] *504-340-4444*

WORK TO BE PERFORMED:
 [Project or service description] [REDACTED]
 [P.O. #] [REDACTED] *Constance Dr.*
Marrero, La. 70072

Attn: *Mr. Jerome Mc Gowan - Executive Director*

DESCRIPTION	AMOUNT
<p><i>Amended - Painting Assignment:</i> <i>A total of 120 sq. ft. of weather board was added to the home of the above address. All weather board material was colored and painted.</i></p>	<p><i># 984.00</i></p> <hr/> <p><i># 984.00</i></p>
<p>SUBTOTAL</p> <p>DEPOSIT</p> <p>BALANCE</p>	

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outline above.

DATE 10/19/05

SIGNATURE _____
 SIGNATURE *Cherlyn Williams - Contractor*

Make all checks payable to Williams Alliance
 If you have any questions concerning this invoice, contact Cherlyn Williams, 504 [REDACTED] Email: [REDACTED]@bellsouth.net

Thank you for your business!

Williams Alliance

THE HOME DEPOT
4600 LAPALCO BOULEVARD
HARRERO, LA 70072 (504) 341-3982

0368 06007 53210 08/24/05
11 CT48EG U2

[Redacted]
Constantine D.
Harrero, La. 70072
[Redacted]



166 0653/8	SH/TG →	10.89
2 @ 23.53	1x8-16 FASCIA →	47.00
	FINISH	1.91
	PIEL SQUARE	3.75
	SUBTOTAL	63.59
	Sales Tax	5.57
	TOTAL	\$69.15
	CASH	100.00
	CHANGE DUE	30.84



NOW HIRING SPECIALTY SALES ASSOCIATES
APPLY TODAY IN-STORE OR ONLINE

ENTER FOR A CHANCE
TO WIN A \$5,000 HOME DEPOT GIFT
CARD!

Your Opinion Counts! We would like to
hear about your shopping experience.
Enter to win a \$5,000 Home Depot Gift
Card by completing a brief survey about
your store visit at:

www.HomeDepotOpinion.com

You will need the following to enter:

User ID:
107077 106716

Password:
424 106709

Entries must be received by 09/23/2005.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

(Esta encuesta también se encuentra en español en la página del Internet.)

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

Project New Coat Exterior Painting Program

OWNER/OCCUPANT:



PROPERTY ADDRESS:

*CONSTANTINE DR.
MARRERS, GA 30072*

PHONE:



CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled "Project New Coat" Exterior Painting Program.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 5,464.85

In accordance with the procedure and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Williams Alliance

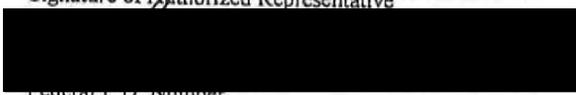
Name of Contractor or Firm

P. O. Box

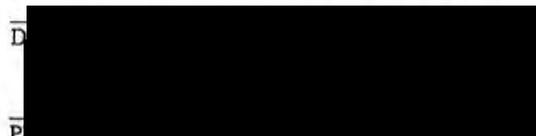
Address of Person or Firm

Charlyn R. Williams

Signature of Authorized Representative



Federal I.D. Number



Phone Number

Dan Bughardt Inc.

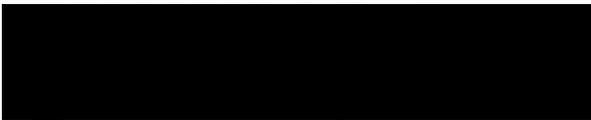
Name of Insurance Company

Expiration Date

OWNER/OCCUPANT:

PROPERTY ADDRESS:

PHONE:



Constance Dr.

(504)



TOTAL SQUARE FOOTAGE TO BE PAINTED AND PRIMED:

1985

TOTAL SQUARE FOOTAGE OF WEATHERBOARD REPLACEMENT:

120

TOTAL SQUARE FOOTAGE OF WEATHERBOARD REPAIR:

20

TOTAL SQUARE FOOTAGE TO BE PRESSURED WASHED:

2650

TOTAL SQUARE FOOTAGE OF SOFFIT REPLACEMENT 64 FASCIA 64

Actual Start Up Date:

8/12/05

TOTAL DAYS WORKED:

16

Actual Completion Date:

10/19/05

Actual Cost: \$

5,464.85

PROCESS

1. Painting Preparation Phase (scraping, sanding, washing, caulking, glazing)

DATE INSPECTED BY TTDCDC REPRESENTATIVE:

8/12/05

2. Priming Phase

DATE INSPECTED BY TTDCDC REPRESENTATIVE:

8/16/05

3. Final coat phase

DATE COMPLETED:

10/19/05

Organization Representative:

Jerome McGowan

Print Name

Jerome McGowan

Signature/Date

FINAL ACCEPTANCE MUST BE ACKNOWLEDGED BELOW BY HOMEOWNER:

Name:



Date:

10/19/05

Signature of Homeowner

REVIEWED AND APPROVED BY TTDCDC REPRESENTATIVE:

Signature

Jerome McGowan

Date:

10/19/05



A. & K Environmental L.L.C.

P.O. Box [REDACTED]

New Orleans, LA 70182

Address

[REDACTED] Constance Dr.

Invoice Number

AK-00124

Marrero, LA 70072

Soil Sample

(1) Baseline Sample \$60.00

(2) Clearance Sample \$60.00

Total \$120.00



Laboratories
179 Smallwood Village Center
Waldorf, MD 20602
Toll Free: 800.604.1995 Fax: 301.396.4051

Test Address:

Constantine Dr.

Client:

THOMPSON-THIBODEAUX COMM DEV
5200 Lapalco Blvd, Suite 5
Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556
Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g. ppm*	Narr. ID
1	111 FRT LT	08/15/2005 08/17/2005	11.6	16.0	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

Analytical results and reports are generated by BTS Laboratories at the request of and for the exclusive use of the person or entity (client) named on this report. Results, reports or copies of same will not be released by BTS Laboratories to any third party without the prior express written consent from the client named in this report. This report applies only to those samples taken at the time, place and location referenced by the client. This report makes no express or implied warranty or guarantee as to the sampling methodology used by the individual performing the sampling. The client is solely responsible for the use and interpretation of these test results and BTS Laboratories makes no express or implied warranties as to such use or interpretation. BTS Laboratories is not able to make and does not make a determination as to the environmental soundness, safety or health of a property from only the samples sent to their laboratory for analysis. Unless otherwise specified by the client, BTS Laboratories reserves the right to dispose of all samples after the testing of such samples is sufficiently completed or after a five day period, whichever is greater.



Laboratories
 179 Smallwood Village Center
 Waldorf, MD 20602
 Toll Free: 800.604.1995 Fax: 301.396.4051

Lead in Soil Analysis Report

Report Number: 06032200016A
 Received Date / Time: 03/22/2006 09:54:11 AM
 Reported Date / Time: 03/23/2006 12:22:43 PM
 Method: EPA SW846,7420
 Shipping #: J1705875357

Test Address:
 ██████████ Constance Dr. Marrero LA

Client:
 THOMPSON-THIBODEAUX COMM DEV
 5200 Lapalco Blvd, Suite 5
 Marrero, LA 70072

AIHA Accreditation #: 102722

M. Metzger

Account Number: 111556
Fax Number: 504/340-5003

Laboratory Results

Marion Metzger, QA/QC

Lab Sample #	Client Sample ID Collection Location	Collected Date Analyzed Date	Total Pb µg	Pb µg/g, ppm*	Narr. ID
1	123 F LT RT	03/21/2006 03/23/2006	73.7	93.3	

The Federal lead guidelines for lead in soil is 400 µg/g (ppm) in play areas, and 1200 µg/g (ppm) in bare soil in the remainder of the yard. The Reporting Limit (RL) is 10.0 µg/g (ppm).

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Thompson/Thibodeaux Community Development Corporation
5200 Lapalco Boulevard, Suite 5
Marrero, Louisiana 70072
(504) 340-4444
Fax (504) 340-5003

"Repair Agreement Letter"

Thompson/Thibodeaux Community Development Corporation, Inc. has selected [REDACTED] (Participant) to participate in the "Paint Program". Thompson/Thibodeaux will inspect Participant's home to determine the amount of repairs that must be performed before the home can be painted by our contractors. Thompson/Thibodeaux will agree to perform minor repairs. Minor repairs include the following:

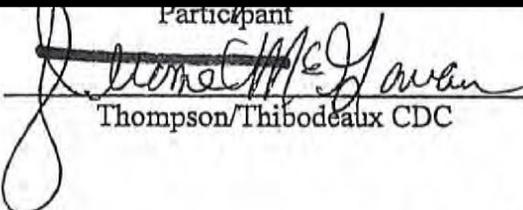
1. 300 ft. of weatherboard replacement
2. 150 ft. of soffits replacement
3. 150 ft. of fascia replacement

If it is determined during the initial assessment of the house that such costs exceed the budgeted amount for each house, the Participant will be notified in writing and given the opportunity to have the repairs completed at the expense of the Participant. Once such repairs have been completed, the Participant must notify Thompson/Thibodeaux in writing. After receipt of the written notice, Thompson/Thibodeaux will inspect the Participant's home once again to determine whether the house is suitable for painting.

If Thompson/Thibodeaux has begun repair work and it is discovered that an extensive amount of repair work is needed before the house can be painted, a representative of Thompson/Thibodeaux will notify you in writing. The house will be restored back to its original status and all other work will cease. The Participant will be responsible to have all other necessary repairs performed before Thompson/Thibodeaux will resume painting.

The "Paint Program" is designed to beautify the neighborhoods of Jefferson Parish by painting the houses of eligible participants. It is not the intention of the "Paint Program" to rehabilitate houses.

I [REDACTED] agree with the above statements and assume all responsibilities necessary to restore my home to a 'paintable state'. Furthermore, I will not hold Thompson/Thibodeaux liable for excessive repairs that resulted from conditions prior to this engagement.

[REDACTED]
Participant

Thompson/Thibodeaux CDC

8/1/05
Date
8/1/05
Date

Board Members

Barbara L. Garner, Board Chairperson
Rev. Edward Joseph, Joycelyn Robinson, Beryl Tross, Rev. Wilbert Tross, Eddie Williams

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION
5200 Lapalco Bld. Suite 5
Marrero, LA 70072
Phone 504-340-4444
FAX 504-340-5003

SUPPLY REQUEST FORM

Assigned Contractor: William Alliance
Homeowners Name: [REDACTED]
Address: [REDACTED] CONSTANCE DR
Phone #: [REDACTED] Council District: 3

Supplies

Paint Body Color: ^{SW 6506} VAST SKY Number of gallons of Body Paint: 90
Trim Color: ^{SW 6995} SuperWhite Number of gallons of Trim Paint: 3
Porch Paint Color: _____ Number of gallons of Porch Paint: _____
Iron Work Paint Color: Black Number of gallons of Iron Paint: 2

Original House Colors: (Sam Oliver) Blue & White

House Square Footage: 1885

Jerome McGowan
Jerome McGowan, Executive Director

8/1/05
Date

Thompson Thibodeaux Community Development Corporation
Project New Coat
PAINT SUPPLIES REQUISITION FORM

Name: [REDACTED]

Address: [REDACTED] Constantine Dr.
Marrero, LA 70072

Phone #: (504) [REDACTED]

Council District: _____

Paint: SW 6506 Vast Sky W.J.W. Initial

Trim: SW 6995 Super White W.J.W. Initial

Porch: _____ W.J.W. Initial

Iron Work: _____ _____ Initial

[REDACTED]
Print Homeowner's Name

6-22-05
Date

[REDACTED]
Homeowner's Signature

6-22-05
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!

Thompson Thibodeaux Community Development Corporation

Project New Coat

Owner [REDACTED]
 Address [REDACTED] *CRICK FARM DRIVE*
 Phone *504* [REDACTED]
 Inspector Jerome McGowan Date _____

Outside Measurements

Top Sections
 Gables *24' x 8' x 24' x 8'* Rafters: Exposed _____ Concealed
 Fascia *29' x 8' x 44' x 24' x 44' x 24'*
 Soffit *24' x 29' x 24' x 29' x 44' x 24' x 44' x 24'*

FRONT SECTION

Porch *5' x 7'* Iron Work _____ Steps _____ Awning _____
 Wall *29' x 8' = 232*
 Columns *8" x 7' = 56* Other _____ Weatherboards *29* SF

SIDE SECTIONS

Porch *0* Iron Work _____ Steps _____ Awning _____
 Wall *44' x 8' = 352* *44' x 8' = 352* Weatherboards *44 x 44* SF *98*
 Columns _____ Other _____

REAR SECTIONS

Porch *0* Iron Work _____ Steps _____ Awning _____
 Wall *29' x 8' = 232* Weatherboards *29* SF
 Columns _____ Other _____

OTHER SECTIONS

Garage _____ Carport _____ Storage Shed _____ Weatherboards _____ SF
 Pressure Wash Only _____
 Piers _____ Other _____

NOTES

Replace 24' Fascia, 24' soffit

SUBTOTALS

Gables _____	Facia _____	Soffit _____	Porch _____
Iron Work _____	Steps _____	Wall _____	Columns _____
Awnings _____	Garage _____	Carport _____	Other _____
Piers _____	Storage Shed _____		

TOTAL PAINT *1905* SF

PRESSURE WASH ONLY *1905* SF
 REPLACE WEATHERBOARDS _____ SF

MISC. CARPENTRY

Infeasible (total SF exceeds 3500) yes _____ No

DECEMBER 31, 1991

STATE OF LOUISIANA

PARISH OF JEFFERSON

SALE OF PROPERTY
BY

[REDACTED]

TO
[REDACTED]

* BE IT KNOWN, That on this 31ST day of the
 * Month of DECEMBER in the year of our Lord
 * ONE THOUSAND NINE HUNDRED AND NINETY-ONE
 * BEFORE ME, [REDACTED] a Notary Public
 * duly commissioned and qualified, in and for
 * the City of METAIRIE and the Parish of
 * JEFFERSON therein residing, and in the
 * presence of the witnesses hereinafter named
 * and undersigned,

* * * * *

PERSONALLY CAME AND APPEARED:

[REDACTED] A SINGLE RESIDENT OF LAWFUL AGE OF THE PARISH OF JEFFERSON, STATE
 OF LOUISIANA, WHO DECLARED UNTO ME, NOTARY THAT HE IS NOT NOW, NOR HAS HE EVER BEEN
 MARRIED AND HE IS PRESENTLY LIVING AND RESIDING AT
 MAILING ADDRESS:

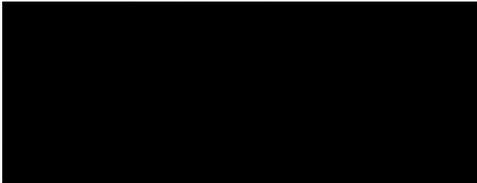
Who declared that he does by these presents grant, bargain, sell, convey, and
 assign, set over, abandon and deliver, with all legal warranties and with full
 substitution and subrogation in and to all the rights and actions of warranty which he
 may have against all preceding owners and vendors, unto

[REDACTED] BOTH RESIDENTS OF LAWFUL
 [REDACTED] NOTARY THAT

here present accepting, and purchasing for their heirs and assigns, and acknowledging
 due delivery and possession thereof, and all singular the following described property
 to-wit:

[REDACTED]

TO



the City of METairie and the Parish of

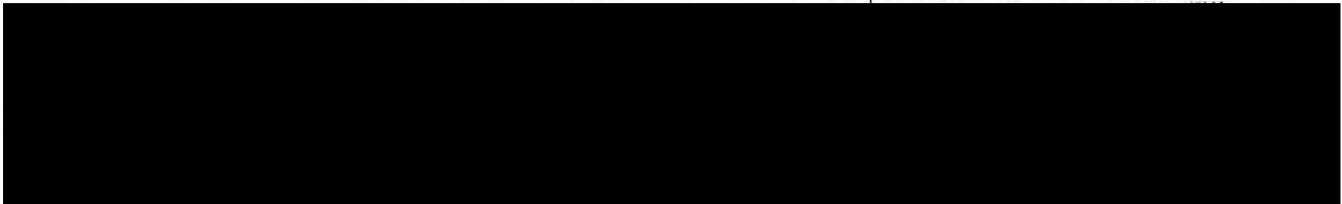
* JEFFERSON therein residing, and in the
presence of the witnesses hereinafter named
* and undersigned,

* * * * *

PERSONALLY CAME AND APPEARED:

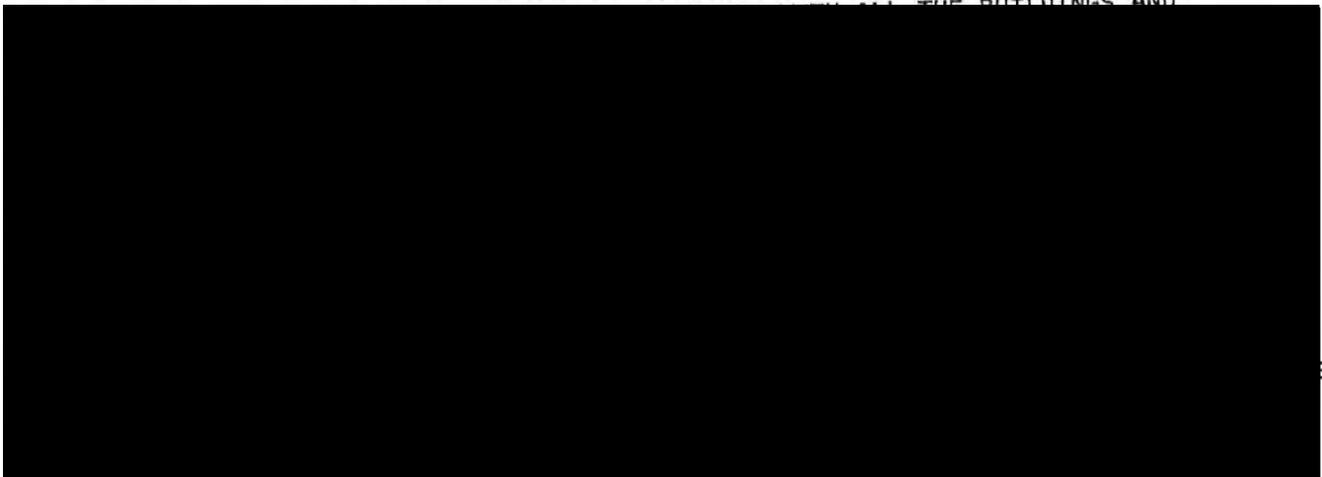
 SINGLE RESIDENT OF LAWFUL AGE OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA, WHO DECLARED UNTO ME, NOTARY THAT HE IS NOT NOW, NOR HAS HE EVER BEEN MARRIED AND HE IS PRESENTLY LIVING AND RESIDING AT MAILING ADDRESS:

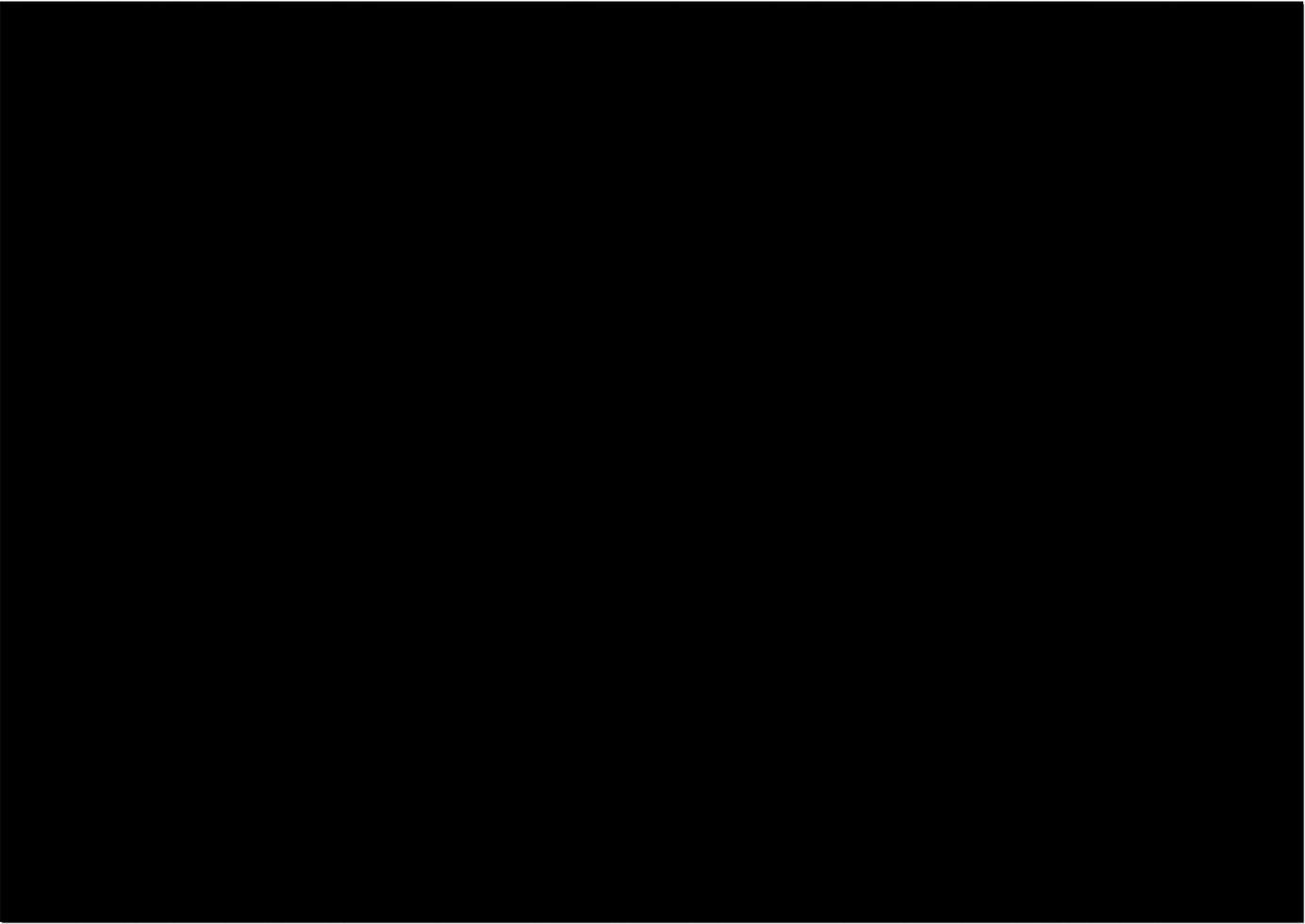
Who declared that he does by these presents grant, bargain, sell, convey, assign, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he may have against all preceding owners and vendors, unto



here present accepting, and purchasing for their heirs and assigns, and acknowledging due delivery and possession thereof, and all singular the following described property

to-wit:





To have and to hold the above described property unto the said purchaser their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of  Dollars Cash, which the said purchasers well and truly paid, in ready and current money to the said vendor's, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and City taxes up to and including the taxes due and exigible in 1991 are paid as per tax research certificate annexed hereto! All taxes for the year 1991 and thereafter are hereby assumed by the purchasers.

By reference to the certificates of the Register of Conveyances and Recorder of Mortgages in and for the Parish of JEFFERSON annexed hereto it does not appear that said property has been heretofore alienated by the vendor's or that it is subject to any encumbrance whatever.

The parties to this Act are aware that the Mortgage, Conveyance and Paving Certificates herein referred to are open and not yet dated and signed, and relieve and

[REDACTED]

2. A 10 FOOT UTILITY SERVITUDE ACROSS THE REAR OF THE LOT.

3. A 10 FOOT SERVITUDE IN FAVOR OF LOUISIANA POWER & LIGHT CO. ACROSS THE FRONT OF THE LOT.

4. A 5 FOOT SERVITUDE ACROSS THE REAR OF THE LOT.

To have and to hold the above described property unto the said purchaser their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of [REDACTED] which the said purchasers well and truly paid, in ready and current money to the said vendor's, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and City taxes up to and including the taxes due and exigible in 1991 are paid as per tax research certificate annexed hereto! All taxes for the year 1991 and thereafter are hereby assumed by the purchasers.

By reference to the certificates of the Register of Conveyances and Recorder of Mortgages in and for the Parish of JEFFERSON annexed hereto it does not appear that said property has been heretofore alienated by the vendor's or that it is subject to any encumbrance whatever.

The parties to this Act are aware that the Mortgage, Conveyance and Paving Certificates herein referred to are open and not yet dated and signed, and relieve and release me, Notary, from all responsibility by reason thereof.

THUS DONE AND PASSED in my office at Metairie, Louisiana, in duplicate originals on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunder signed their names with the said appearers, and me, Notary, after reading of the whole.

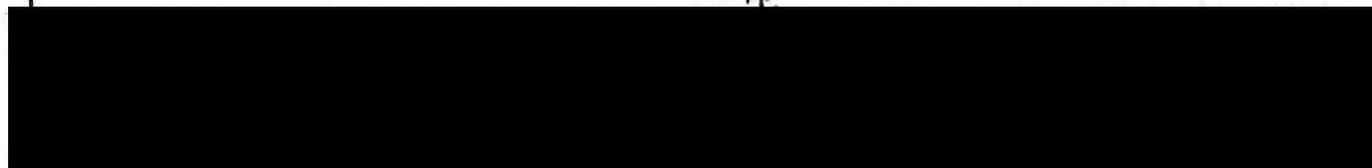
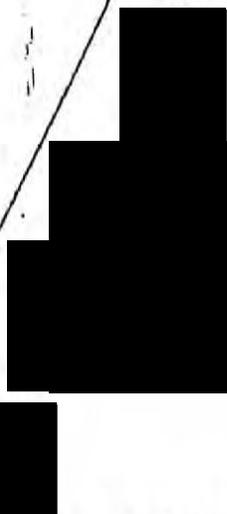
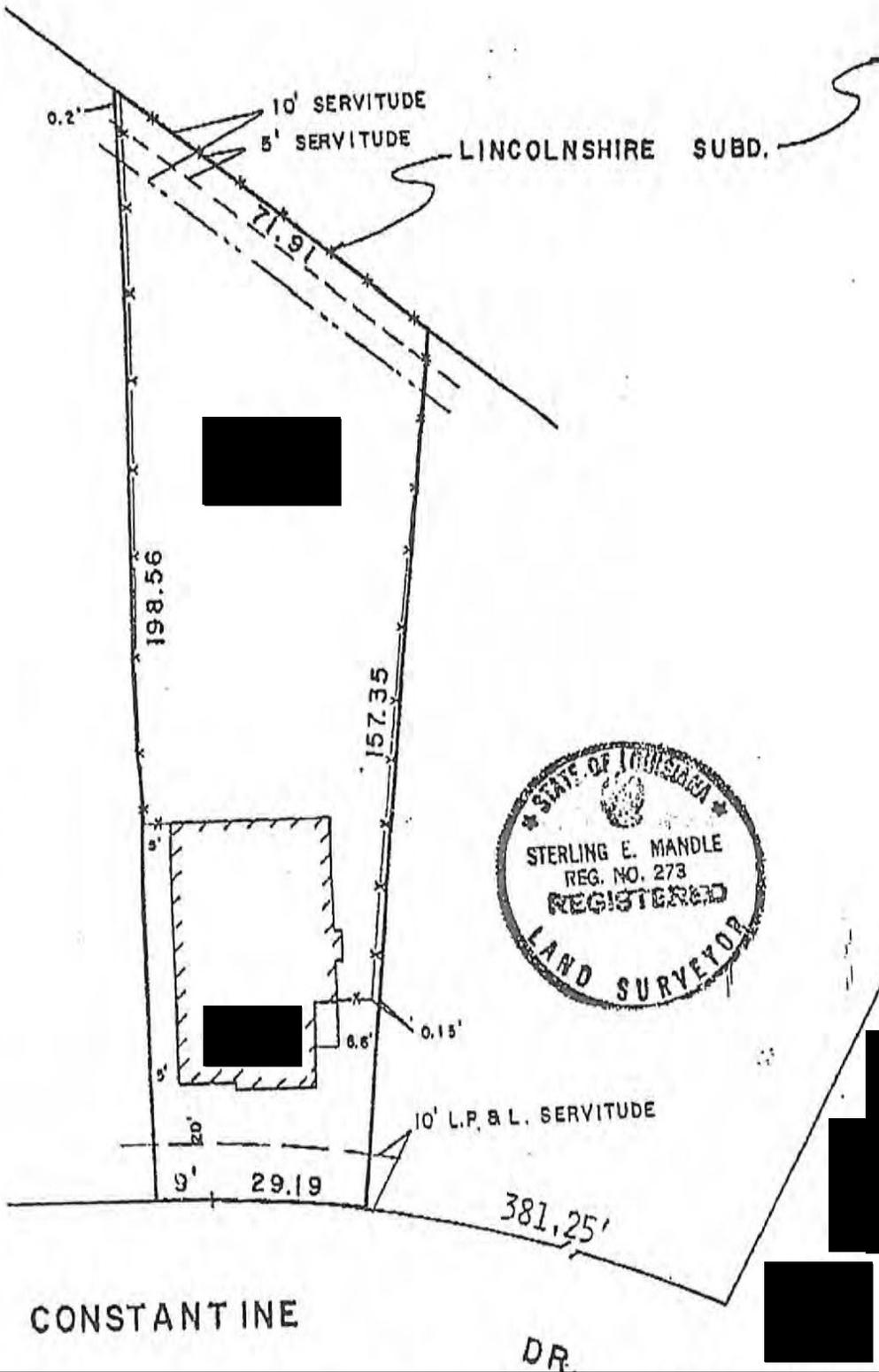
WITNESSES:

H. EDWARD ELLZEY, NOTARY PUBLIC
MY COMMISSION EXPIRES: At Death

Certified True Copy
[Signature]

CWB 2622
2622 Folio 9

LINCOLNSHIRE SUBD.



December 27, 1991
SURVEY CERTIFIED CORRECT TO Ellzey Title Agency, Inc.

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address

Constantine D. M...
LA 70572

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
- ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
- ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
- ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
- ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
- ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
- ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
- ❖ Will any rehab **exclude** disturbing painted surfaces? [35.115(a)(8)] YES NO
- ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
- ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

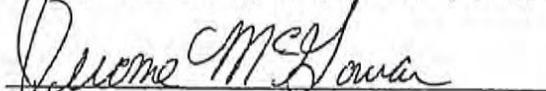
The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ❖ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an interior/exterior component [35.1350(d)(3)] YES NO

- ❖ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO

- ❖ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. On-going maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).


Signature _____

Date 8/12/05

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.

⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET
Addendum for Rehabilitation Projects
Parts 3 and 4

Parts 3 and 4 of this worksheet should be completed for any residential property that is to undergo rehabilitation with Federal funds. The completed form should be placed in the project file with Parts 1 and 2.

Part 3: Per Unit Level of Rehabilitation Assistance

A. Average Federal Funding Per Unit	\$ <u>5,000⁰⁰</u>
B. Average Per Unit Rehabilitation <u>Hard Costs</u> (not including costs of lead hazard evaluation and reduction)	\$ <u>5,464⁸⁵</u>
C. Lower of A or B	\$ <u>5,000⁰⁰</u>

Part 4: Approach Required (Based on answer to 3.C., above)

\$0 - \$5,000	<input checked="" type="checkbox"/> Do No Harm (Test & Repair)
\$5,001 - \$25,000	<input type="checkbox"/> Identify and Control Lead Hazards
\$25,001 and above	<input type="checkbox"/> Identify and Abate Lead Hazards

Calculated by Jerome McGowan

8/12/05
Date

I have evaluated the site, the specifications, estimated the rehab hard costs and interviewed the occupants. In my professional opinion, this project meets the above requirement for federal lead hazard reduction under 24 CFR Part 35.

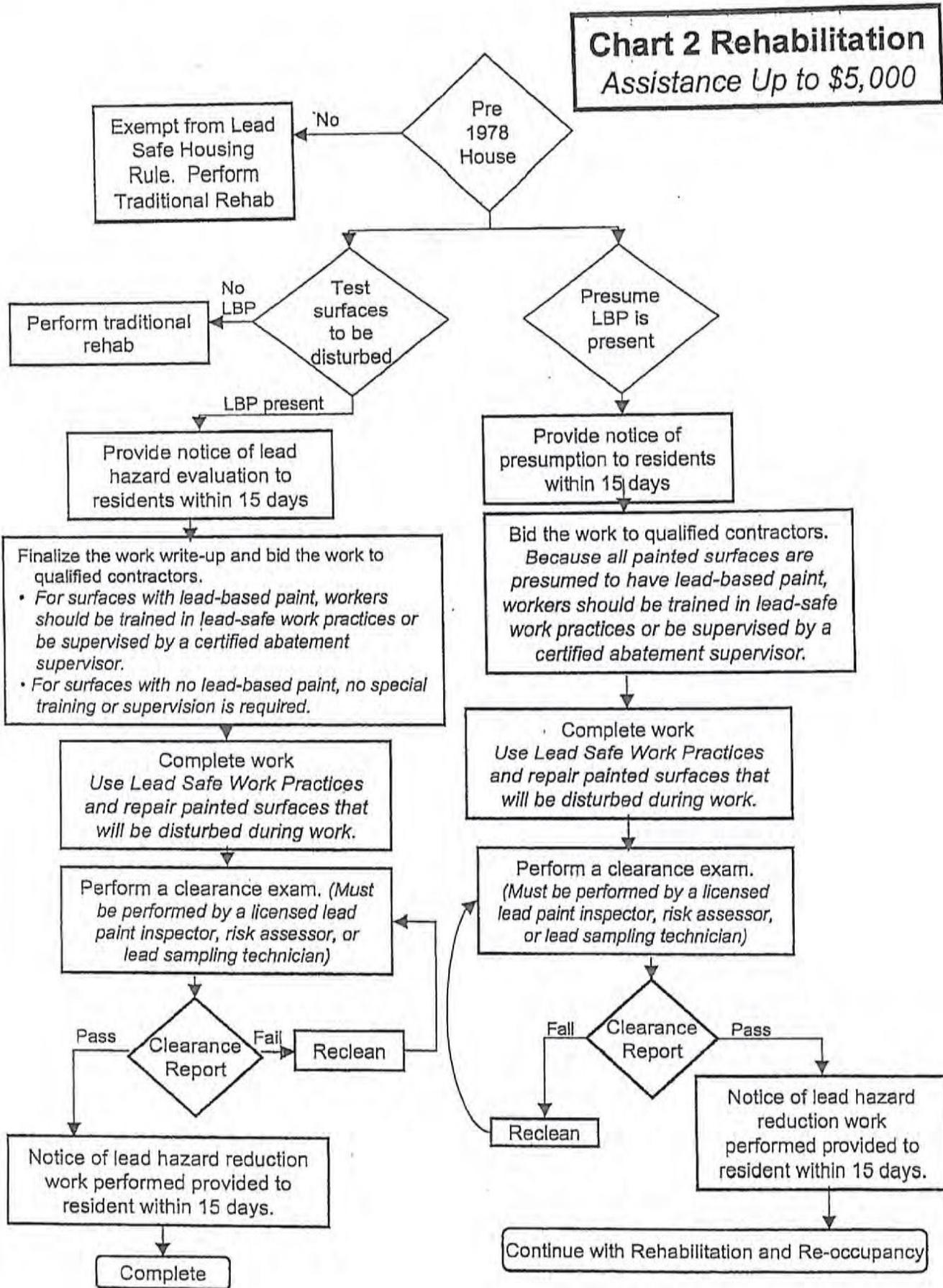
Jerome McGowan

Signature

8/12/05

Date

Chart 2 Rehabilitation Assistance Up to \$5,000



LEAD HAZARD PRESUMPTION NOTICE - SAMPLE FORM

The property listed below has not been evaluated for lead-based paint but it has been presumed that lead-based paint or lead based paint hazards are present.

Address/location of property or structure(s) this notice of presumption applies to:

N/A House built after 1978!

Types of Presumption (Check all that Apply)

- Lead-based paint is presumed to be present.
 Lead-based paint hazard(s) is(are) presumed to be present.

Contact person for more information about the presumption:

Printed name: Alvin Bourgeois
Signature: [Signature]
Date: 7/22/03
Organization: ITC
Street: 5200 Maple Ave Bldg
City & State: MARLBOROUGH, WA 90072
Zip: _____
Phone #: 346-4444

Person Who Prepared this Notice of Presumption:

Printed name: _____
Signature: [Signature]
Date: _____
Organization: _____
Street: _____
City & State: _____
Zip: _____
Phone #: _____

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint)

Presumed Hazards

Bare Soil (list any areas of bare soil):

N/A

Dust Locations (check the following that apply):

- Window sills
- Window troughs
- Floors

Other presumed lead hazards (check any of the following components that have deteriorated paint or are friction or impact surfaces):

	Locations
Exterior	
<input type="checkbox"/> Windows	_____
<input type="checkbox"/> Doors	_____
<input type="checkbox"/> Trim	_____
<input type="checkbox"/> Cladding	_____
<input type="checkbox"/> Outbuildings	_____
<input type="checkbox"/> Fences	_____
<input type="checkbox"/> Porch A	_____
<input type="checkbox"/> Porch B	_____
Interior	
<input type="checkbox"/> Trim	_____
<input type="checkbox"/> Doors	_____
<input type="checkbox"/> Windows	_____
<input type="checkbox"/> Walls	_____
<input type="checkbox"/> Floors	_____
<input type="checkbox"/> Ceilings	_____
<input type="checkbox"/> Other	_____

Sample Notice of Lead Hazard Reduction

Property Address: [Redacted] Constance Dr.

Today's Date: 8/12/05

Summary of the Hazard Reduction Activity:

Start Date: 8/12/05

Completion Date: 10/19/05

Location and type of activity. (List the location and type of activity conducted or attach a copy of the summary page from the clearance report or the lead hazard scope of work providing this information.)

N/A = House built after 1978!

Date(s) of clearance testing:

Summary of results of clearance testing:

- (a) [checked] No clearance testing was performed.
(b) Clearance testing showed clearance was achieved.
(c) Clearance testing showed clearance was not achieved.

List any components with known lead-based paint that remain in the areas where activities were conducted. List the location of the component (e.g. kitchen-door, bedroom-windows).

Person who prepared this summary notice

Printed Name: Jereme McGowan

Signature: [Handwritten Signature]

Title: Executive Director / Lead Supervisor

Organization: Thompson / Thibodeaux CDC

Address: 5200 Lapalco Blvd, Suite 5, Marrero, LA 70072

Phone: (504) 340-4444

Fax: (504) 340-5003

Owner: [Redacted]
(Give to Property Owner with work-write up)

Date: 8/12/05

If you have any questions about this summary, please contact J. McGowan at (504) 340-4444.

PROJECT PAINT LIFT PROGRAM
Subrecipient Agreement
Between
PARISH OF JEFFERSON
And
THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

This agreement made and entered into on this 15th day of July, 2004, by and between the Parish of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to provisions of Resolution No. 101213, adopted the 26th day of May, 2004, hereinafter called the Grantee, represented by John F. Young, Jr., Council Chairman, and Thompson Thibodeaux Community Development Corporation, hereinafter called the Subrecipient, represented by Barbara L. Garner, Board Chairperson.

SECTION 1 - PURPOSE

The Grantee to be represented by John F. Young, Jr., Council Chairman, hereby contracts with the Subrecipient, Thompson Thibodeaux Community Development Corporation, to perform all necessary services in connection with the Project Paint Lift Program, to assist low / moderate income homeowners by providing exterior painting and minor home repairs to a minimum of sixty (60) homes in Jefferson Parish. The minor home repairs are to include the replacement of limited amounts of weather boards, soffit and fascia. The Grantee agrees to provide funding associated with the Project Paint Lift Program in an amount not to exceed \$450,000.00.

The Grantee enters into this contract for the performance of necessary services as stated below in Section 2 of this agreement. All activities shall be accomplished in accordance with the certifications Jefferson Parish has given the Department of Housing and Urban Development in its application for Community Development Block Grant (CDBG) Program funds used for this specific agreement as delineated in Attachment "A."

SECTION 2 - SERVICES TO BE ACCOMPLISHED BY THE CONTRACT

A. Subrecipient's Responsibilities:

The Subrecipient shall provide exterior painting and minor home repairs to assist low / moderate income homeowners through The Project Paint Lift Program. The services will be provided to a minimum of sixty (60) eligible homeowners at no cost to the homeowner. For the purposes of this agreement, all assisted housing units will be presumed lead contaminated and handled according to the Lead Based Paint Hazard Reduction Act of 1992 etc., as delineated at Federal Regulation 24 CFR Part 35.

Specifically, the Subrecipient shall provide the following:

1. Take applications from potential clients and determine eligibility according to the current Section 8 Income Guideline and others (see Attachment "B").
2. Advertise for request for proposals (RFP) for paint contractors and paint suppliers. Contractors will be required to submit RFP packages two weeks after the last advertisement date. This will allow interested contractors to obtain all necessary lead based paint training and certifications as well as mandated insurances to include a minimum of \$300,000 General Liability and \$100,000 Workers' Compensation.
3. Review all submitted proposals and select the most qualified paint contractors and suppliers with the lowest qualified bid to provide the labor and materials. All materials and work specifications shall be approved by

the Grantee prior to the implementation of the bid process and subsequent awards.

4. Maintain on file all client information to include the addresses, census tracts, and block numbers, race, gender, female head of households, etc. of each participating family as stipulated the federal reporting requirements.
5. Maintain HUD Lead Safe checklist (A) and HUD Housing Rule Applicability form (B) on each job completed provided by Grantee. The forms are to be provided by the Grantee.

Registration for Project

6. Advertise the Project Paint Lift Program and the eligibility criteria, (forms of advertisement shall be as mutually agreed upon) to identify potential clients. Notice of program will be advertised in the local newspaper and flyers will be delivered to various locations throughout the district. Registration will be held for one week, with a public lottery being held the following Monday. Registration for program participation will be selected at a mutually agreed upon location (TBD). Registration cards will be available for interested homeowners to complete. The registration cards will be placed in a tumbler for the public lottery. All interested homeowners will be invited to attend the public lottery.

Notice of Selection and Interview

7. Notify selected homeowners by mail of their interview date and time. Attached to the notice will be a document checklist detailing all necessary documents to bring to the interview to determine the homeowner's eligibility. Copies of the documents will be placed on file.
8. Provide to all homeowners during the interview process a copy of the "Protect Your Family from Lead in Your Home" brochure as required by HUD.
9. Intake Analyst reviews all files. Upon completion of the intake analyst review, eligibility will be determined. The intake Analysts will then forward completed files to the Grantee for final review and approval.
10. Receive Grantee analysis results.
11. Notify homeowners by mail of the status of their application.

Feasibility Determination and Work Plan

12. Inspector performs a feasibility inspection of the property of homeowners determined income eligible. The feasibility shall be determined based on the following criteria: house cannot exceed 4,000 sf. total; weatherboard replacement shall not exceed 350 sf.; fascia and soffit replacement shall not exceed 150 lf.; property must be accessible with no trash or inoperable vehicles in the yard.
13. A State of Louisiana DEQ certified Risk Assessor will take composite soil samples and send them to an approved EPA/DEQ testing laboratory for analysis. If the soil sample analyses reveal lead contamination, the housing units will be determined **infeasible** and the homeowners will be properly notified according to regulatory standards. If the property is found **feasible**, a line-item work write-up is generated delineating line-item costs. A mandated Environmental Checklist is completed by the inspector of eligible properties. The form shall be provided by the Grantee.
14. Execute a contract between the homeowner and paint contractor for the specific work and price as delineated in the detailed work write up.
15. Issue a Notice-to-Proceed to the contractor.
16. Inspector shall be required to be trained and certified by the State of Louisiana DEQ as a Lead Abatement Supervisor to supervise all work.
17. Manage construction by conducting a pre-construction meeting to explain to the client what will occur and in what time frame; facilitate the scheduling of the work; and mediate any concerns or complaints between the homeowner and/or contractor, etc.
18. Facilitate the taking of composite soil samples with submission to an approved EPA/DEQ testing laboratory for analysis. Dust wipe analysis

shall be required with housing units if the houses have porches. All analysis results shall be provided to the homeowners as per regulatory standards.

19. Facilitate the completion of a Certificate of Completion / Final Acceptance; walk through with final inspection by the Grantee.
20. Submit pay requests with appropriate documentation for payments.
21. Pay contractors and suppliers.
22. All work is to meet HUD Housing quality standards.
23. Conduct an annual project evaluation to determine the effectiveness of the Project Paint Lift Program.

The Subrecipient shall adhere to all Lead Base Paint Rules and Regulations as provided by the Grantee for units receiving \$5,000.00 or less in Federal rehab assistance as delineated in Federal Lead Based regulation Subpart J.

The Subrecipient shall adhere to all requirements set forth by The Louisiana Department of Environmental Quality (DEQ), including testing laboratory certifications, required training, certifications of Subrecipient staff personnel and all sub-contractors engaged in lead based paint activities.

B. Grantee's Responsibilities:

1. Provide funds for project activities as per the attached Budget (Attachment "C").
2. Review all applications for HUD eligibility and compliance.
3. Review bidding processes and all work write ups for compliance.
4. Process all request for payments expeditiously.
3. Provide staff for technical assistance and programmatic support.
4. Monitor the repair to ensure compliance with the agreement and federal regulations.
5. Provide the Subrecipient with the Standard Intake and Other forms (Attachment "D") to be utilized for program participants.
6. Monitor the program to insure contract compliance and appropriateness.

SECTION 3 - SCHEDULE

The Subrecipient understands and agrees that the aforesaid project shall be completed within twelve (12) months from the receipt of the Notice-to-Proceed from the Grantee with work and activities progressing in accordance with the completion time frame presented in Attachment "E." Upon completion or work stoppage, unused funds will be returned to the Grantee. Any monies not expended within the time frame of this agreement will be deobligated. If it is determined that delays are encountered by the Subrecipient as a result of circumstance beyond their control, the Grantee may grant appropriate adjustments to the interim goals within the project completion time frame (Attachment "E"); however, no adjustments will be made to the twelve (12) month completion period. The Subrecipient will request any adjustments in writing and the Grantee will respond likewise.

SECTION 4 - PERFORMANCE REPORTS

The Subrecipient shall furnish the Grantee the original and one (1) copy of all reports required by this contract. The original reports will have the original signatures of the person preparing the report and that of the Chief Executive Officer of the Subrecipient organization.

The Subrecipient shall submit the following performance reports to the Grantee:

1. A monthly report (Attachment "F") entitled Project Paint Lift Monthly Status Report" will be prepared to ensure tracking of clients and expenditures.
2. An annual performance report will include an annual summary of the monthly activities; the report will be due by July 30 of the program year.
3. The Subrecipient could be required to meet other reporting requirements concerning any additional information required by the Grantee to meet its reporting obligations to HUD. Any additional reporting requirements will be requested in writing of the Subrecipient.

All data collected by the Subrecipient and all documents, notes and files shall remain the property of the Subrecipient except as otherwise provided in SECTION 7 of this agreement. The Subrecipient shall furnish to the Grantee copies of any project documents requested by the Grantee.

SECTION 5 - BUDGET LIMITATION

The Grantee agrees to pay the Subrecipient an amount not to exceed FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 Dollars (\$450,000.00). The budget amount in Attachment "C" shall constitute full and complete compensation for the contract. The budget is divided into three parts. The first, \$10,000.00 due upon issuance of the Notice-to-Proceed by the Grantee, and is for an initial disbursement to cover administrative costs for the purpose of beginning the program. The second, \$117,000.00 to be paid monthly in equal installments over the twelve months of this contract, is provided to pay monthly ongoing administrative expenses. The third, \$323,000, is project monies to provide the painting and minor rehab services and will be disbursed upon satisfactory completion of work based upon approved invoices submitted.

The approved budget also has line items, which can be amended at any time upon agreement of both parties. This is a twelve (12) month budget; all funds for administrative cost will be drawn down at the rate of 1/12 per month, with other costs drawn down as stated in SECTION 6. Unexpended funds shall be returned to the Department of Community Development for reprogramming.

No funds may be obligated or expensed prior to the issuance of the Notice-to-Proceed by the Grantee.

SECTION 6 - METHOD OF PAYMENTS

For payment of all services outlined in SECTION 2, the Subrecipient will follow standard Jefferson Parish Finance Department procedures and policies, submitted on standard Parish forms used for this purpose, i.e., Professional Services Request for Payment, Attachment "G" in addition to others.

The Subrecipient will certify that all claims made for payment has been reviewed and are properly due, and will submit a monthly report on the expenditure of funds from Community Development Block Grant funds for each budgetary line item.

All reports received must be supported by copies of invoices, periodic billing, and payroll records by individual and position. Original source documentation for all expenditures under the terms of this Subrecipient Agreement must be maintained at the office of the Subrecipient for a minimum period of four years after the completion of said Subrecipient Agreement.

Request for payment will be made on a timely basis. Request for the available funds must be made within thirty (30) days from the availability of funding of this agreement unless an extension of time is authorized by the Grantee.

Claims for salaries, wages, and fringe benefits if applicable, will be supported by payroll records that include the individual, position, hours paid, and gross pay. This requirement is normally satisfied with a copy of the applicable payroll register.

Claims for costs which are allocated to the Subrecipient must also be supported by invoices or billings for periodic services, and, if applicable, payroll records. A description of the computation of the allocation(s) must be provided with the original budget and any subsequent changes to budgeted allocations. The allocated costs must be in compliance with the provisions of OMB Circular A-122, subpart A.4.

The Subrecipient shall be responsible for collecting and maintaining any and all source documents evidencing authorized expenditures and provided for in the budget. The Subrecipient will not be compensated for any unsupported costs.

The Subrecipient understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB) Circular A-110 as implemented in 24 CFR parts 84. It is further understood and agreed that other procedures related to the expenditures or the amount of compensation provided by this contract may be imposed on the Subrecipient by the Grantee or by the Federal Government.

The Subrecipient further understands and agrees that the Subrecipient will only be entitled to the compensation upon satisfactory performance of the work of the contract as shall be determined by the Grantee. Furthermore, the Subrecipient understands and agrees that claims such as, but not limited to, those which may result from the Sub recipient's failure to pay debts incurred by the Subrecipient are the exclusive responsibility of the Subrecipient and not of the Grantee.

At the end of this contract, the Subrecipient shall notify the Grantee as to how much of the herein stated budget should be encumbered to cover costs incurred but not paid by the Subrecipient.

The Subrecipient shall pay all such encumbered and/or accrued costs by one (1) month after the end of this agreement. Funds not expended by one (1) month after the end of this agreement may be reprogrammed to other activities.

SECTION 7 - ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein including the provisions of subpart B section 21, Standards for Financial Management Systems.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or on an indirect basis.

B. Notification

Communication and details concerning this contract shall be directed to the following contract representatives:

PARISH

Subrecipient

Brenda Richard-Montgomery
Director
Department of Community Development
1221 Elmwood Park Boulevard, Suite 605
Jefferson, Louisiana 70123

Barbara L. Garner
Board Chairperson
Thompson / Thibodaux
Community Development Corp.
2033 LaQuinta Via
Harvey, La. 70058

C. Training

The Subrecipient will be required to attend training sessions as deemed necessary by the Grantee. Said training will, at a minimum, require the person(s) responsible for contract administration and compliance attend a training session(s) on that topic prior to the submission of any requests for payment for services rendered under this contract. This training is to be scheduled at a mutually agreeable time. At this time, the Grantee will offer the Subrecipient copies of all referenced regulations.

D. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.65 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives for the Consolidated Plan;
- c. Records required to determine the eligibility of clients and activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the Consolidated Plan;
- e. Records documenting compliance with the fair housing and equal opportunity components of the Consolidated Plan;
- f. Financial records as required by 24 CFR part 570.502 and 576; and OMB Circular A-110; and 24 CFR Part 84.
- g. Other records necessary to document compliance with Subpart K of 24 CFR 576.

E. Other Records

1. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, age, sex and other basis for determining eligibility, and description of services provided. Such information shall be made available to the Grantee monitors or their designees for review upon request. The Grantee may require that these documents be forwarded to the Grantee for record keeping.

2. Property Records

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "Reversion of Assets" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

Specifically, the agreement shall be that upon its expiration the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable to the use of CDBG funds. Also to include any real property under the Sub recipient's control

that was acquired or improved in whole or part with CDBG funds unless otherwise agreed upon in writing between Subrecipient and CDBG.

3. Equipment Records

The Subrecipient shall maintain equipment records in line with subpart C of OMB Circular A-110, section 84 for any equipment purchased with Federal funds from this grant.

F. Audits and Inspections

The Grantee reserves the right to conduct its own audit of the Subrecipient's records in order to determine compliance with this contract and the applicable federal regulations as set forth in OMB Circular A-133.

G. Procurement

The Subrecipient shall comply with OMB Circular A-110 and current Grantee policy concerning the purchase and inventory records of non-expendable personal property and equipment as defined in OMB Circular 110 and in Jefferson Parish Financial Policy.

Additionally, the Subrecipient must furnish to the Grantee a copy of its procurement procedures as stipulated in subpart C of OMB-110 section 44, "Procurement Procedures". The Subrecipient must provide an updated Procurement Policy as necessary.

SECTION 8 - TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the Grantee and all payments required to be made to the Subrecipient have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto;
2. By the Grantee as a consequence of the failure of the Subrecipient to comply with the terms and/or progress of work in a satisfactory manner.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this agreement.
4. By satisfactory completion of all services and obligations described herein; and
5. In the event of the abandonment of the project by the Parish Council and/or the Parish President.
6. The Parish may cancel the contract with 30 days written notice to Thompson Thibodeaux Community Development Corporation.

Upon termination, the Subrecipient shall be paid for actual work performed prior to the notice of termination on a pro-rated share based on the percentage of work actually completed and the agreed estimated cost of the terminated work.

Upon termination under Item 2 above, the Subrecipient shall deliver to the Grantee, certified copies of all original documents, notes and files, except the Subrecipient's personnel and administrative files.

SECTION 9 – JURISDICTION SECTION

The laws of the State of Louisiana shall govern this agreement. Venue shall be in the 24th Judicial District Court for the Parish of Jefferson, and by entering this agreement; Subrecipient expressly waives any objections to jurisdiction and venue, regardless of Subrecipient's residence or domicile.

SECTION 10 - PROHIBITION AGAINST RELIGIOUS ACTIVITIES

The Subrecipient agrees that, in connection with the operation of the Project Paint Lift Program:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

SECTION 11 - PROGRAM INCOME

Program income is gross income received by the Subrecipient directly generated from the use of CDBG funds. Examples of program income can be found in 24 CFR 570.500.

Program income generated by this agreement is to be retained by the Subrecipient to be expended as additional funding for any budget line item herein funded. All provisions of this agreement shall apply to such expenditures.

The use of program income shall be completed as follows:

1. Program income in the form of repayments to, or interest earned on the federal funds provided by this agreement shall be substantially disbursed from the fund before additional cash withdrawals are made for the same activity.
2. All other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the budgeted amount.
3. Any program income on hand when this agreement expires, or received after this agreement expires, or received after this agreement's expiration shall be paid to the Grantee.

SECTION 12 - AUDIT COMPLIANCE

Organizations that expend \$300,000.00 or more of federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 and OMB Circular A-133. If the Subrecipient is subject to the Single Audit Act, the cost or portion of the cost represented by this contract to the total of can be included in the Subrecipient's budget as part of this contract.

Organizations that are not subject to the Single Audit Act, but expend more than \$25,000.00 of Federal, State, or Parish funds are subject to the audit requirements for quasi-public entities specified in Louisiana Revised Statutes (LSA RS) 24:513. A quasi-public entity is defined in the statute as any not-for-profit organization that expends in excess of \$25,000.00 in local and/or State assistance in a fiscal year.

The Subrecipient agrees to provide the Grantee with a copy of any audits required by the referenced laws and regulations. State law requires that the audits be completed and provided to the State Legislative Auditor within six months after the Subrecipient's fiscal year end. The Subrecipient hereby agrees to instruct its accounting firm to include the Jefferson Parish Community Development Department on the distribution list to receive one copy of any audit or audits conducted under the referenced State and Federal Laws.

The Grantee also reserves the right to conduct its own audit of the Subrecipient's records and operations in order to determine compliance with this contract and the applicable Federal, State, and Parish regulations until completion of all projects. Should it be deemed necessary, the Parish will have an audit conducted by an accounting firm of its selection or by Parish personnel at the Parish's expense.

SECTION 13 - MONITORING

The Grantee is hereby authorized to monitor all activities undertaken by the Subrecipient under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditure of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the Grantee.

The Subrecipient shall use 24 CFR 85 as standards for financial management as modified by 24 CFR 570.502 and OMB Circular A-122 for standards of cost principles.

SECTION 14 - CERTIFICATIONS

For the entire period covered by this contract, the Subrecipient shall comply with the same Certifications Jefferson Parish has given the Department of Housing and Urban Development (Attachment A).

SECTION 15 - DOCUMENTATION

In addition to the documents required in Section 7, the Subrecipient shall make a presentation on actual accomplishments at all public hearings on performance as requested by the Grantee.

The Subrecipient shall retain on file signed documented proof of coordination with other public and private agencies and organizations who assist the Subrecipient in completing the scope of this agreement.

The Subrecipient shall provide to the Grantee copies of all reports and transmittal letters submitted to HUD.

SECTION 16 - INSURANCE

The Subrecipient shall secure and maintain at its expense insurance with limits no less than:

1. Comprehensive General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
3. Lead Abatement Liability Policy occurrence based policy with a minimum limit of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate.
4. Workers' Compensation Insurance to be maintained during the life of this agreement for all employees in any way engaged in this project. If any subcontractor does not carry Workers' Compensation Insurance, such coverage must be included under the Subrecipient's policy.

Comprehensive General Liability for documentation.

Policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. The Grantee, its officers, officials, employees, volunteers and students are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Subrecipient. The coverage shall contain no special limitations on the scope of

protection afforded to the Grantee, its officers, officials, employees, students, or volunteers.

- b. The Subrecipient's insurance coverage shall be the primary insurance as respects the Grantee, its officers, officials, employees, students, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officers, officials, employees, students, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Grantee, its officers, officials, employees, students, or volunteers.
- d. Coverage shall state that the Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Grantee.

The Subrecipient shall furnish the Grantee with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be received and approved by the Grantee before the contract commences.

The Grantee reserves the right to require complete, certified copies of all required policies, at any time.

SECTION 17 - GENERAL

The Subrecipient shall indemnify and save harmless the Grantee against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to persons or property growing out of, resulting from, or by reason of any negligent act by the Subrecipient, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the Subrecipient hereunder.

Further, the Subrecipient hereby agrees to indemnify the Grantee for all reasonable expenses and attorneys' fees incurred by or imposed upon the Grantee in connection therewith for any loss, damage, injury or other casualty pursuant to this section. The Subrecipient further agrees to pay all reasonable expenses and attorneys' fees incurred by the Grantee in establishing the right to indemnity pursuant to the provision of this section.

While in the performance of services or carrying out other obligations under this agreement, the Subrecipient shall be acting in the capacity of independent contractors and not as employees of the Grantee. The Grantee shall not be obligated to any person, firm or corporation for any obligations of the Subrecipient arising from the performance of their services under this agreement.

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

This agreement shall be binding upon the successors and assigns of the parties hereto. This agreement being for the personal services of the SUBRECIPIENT as to the services to be performed hereunder may not be assigned nor transfer any interest in this agreement without the written prior consent of the GRANTEE.

Any reports, information, data, etc., given or prepared or assembled by the SUBRECIPIENT under this agreement which the GRANTEE requests to be kept as confidential shall not be made available to any individual or organization by the SUBRECIPIENT without the prior written approval of the GRANTEE, except that, in accordance with SECTION 9 above, HUD and the Controller General or any authorized representatives thereof, shall have access to and the right to examine all records, books, papers, or documents related to the grant.

SECTION 18 - AMENDMENTS

This Agreement may be amended only by mutual consent of all parties and must be reduced to writing.

SECTION 19 - SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be judicially held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and, in such an event, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

SECTION 20 - CONTRACT EXECUTION

This Agreement is executed in four (4) originals. In TESTIMONY WHEREOF they have executed this agreement, the day and year first above written.

WITNESSES

Rochelle D. Nail

Ann H. Tindry

PARISH OF JEFFERSON

By:

John Young, Jr.
Council Chairman

Thompson / Thibodeaux Community
Development Corp.

By:

Barbara L. Garner
Barbara L. Garner
Board Chairperson

Vin Gindry
Stephen H. Harts

PRELIMINARY ELIGIBILITY REVIEW

APPLICANT: _____ DATE: _____

REVIEWER: _____ CASE NO. _____

- 1. Has Applicant Previously Received Housing Rehabilitation Assistance?
YES _____ NO _____ INITIAL _____
- 1. Does The Deed Show Applicant(s) To Be Owner(s) Of Property?
YES _____ NO _____ INITIAL _____
- 3. Is Total Reported Income Within Program Limits for Family Size?
YES _____ NO _____ INITIAL _____

REPORTED TOTAL INCOME

REPORTED FAMILY SIZE

\$ _____

2004 PROGRAM LIMIT APPLICABLE (CIRCLE ONE)

# Persons	1	2	3	4	5	6	7	8
Low Income	27950	31950	35950	39900	43100	46300	49500	52700

(If yes, proceed. If no, send ineligibility notice.)

- 4. Does Verification Document(s) Correspond With Income Information Reported?
YES _____ NO _____ INITIAL _____
- 5. Does Income Reported Appear To Be Sufficient To Cover Monthly Expenses Reported?
YES _____ NO _____ INITIAL _____

(If yes to 4 & 5, send request for preliminary inspection and indicate date sent: _____. If no to either 4 or 5, refer file to Rehab Manager and indicate date referred: _____.)

FAMILY TYPE (CIRCLE ONE)

ELDERLY
1 to 2 persons at least 62 years of age

SMALL
4 persons or less

LARGE
5 or more persons

ATTACHMENT A

Certifications

In accordance with applicable statutes and the regulations governing the consolidated plan regulations, Jefferson Parish, Louisiana certifies that:

Affirmatively Further Fair Housing -- It will affirmatively further fair housing, which means the members will conduct an analysis of impediments to fair housing choice within its jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of Jefferson Parish's knowledge and belief:

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

Authority of Jurisdiction – The Consolidated Plan is authorized under State and local law (as applicable) and Jefferson Parish possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan – The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 – It will comply with section 3 of Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Tim P. Coulon
Tim P. Coulon, Jefferson Parish President

6/29/09
Date

Specific CDBG Certifications

Jefferson Parish, Louisiana certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – Jefferson Parish has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2000, 2001, and 2002, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

Jefferson Parish will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made

against the property for public improvements financed by a source other than CDBG funds if Jefferson Parish certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – Jefferson Parish has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its notifications, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR 570.608;

Compliance with Laws – Jefferson Parish will comply with applicable laws.

Tim P. Coulon
Tim P. Coulon, Jefferson Parish President

6/20/94
Date

Specific HOME Certifications

Jefferson Parish, Louisiana certifies that:

Tenant Based Rental Assistance – If it intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of Jefferson Parish's Consolidated Plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs – It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214.

Appropriate Financial Assistance – Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Tim P. Coulon
Tim P. Coulon, Jefferson Parish President

6-29-99
Date

ESG Certifications

Jefferson Parish, Louisiana certifies that:

Major rehabilitation/conversion – It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If Jefferson Parish plans to use funds for purposes less than tenant-based rental assistance, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services – It will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – It will assist homeless individuals in, obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal, State, local, and private assistance.

Matching Funds – It will obtain matching amounts required under 576.71 of this title.

Confidentiality – It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operations of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

Tim P. Coulon
Tim P. Coulon, Jefferson Parish President

6/29/09
Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert hall or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in questions (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

**Jefferson Parish Community Development Department
1221 Elmwood Park Blvd., Suite 605, Jefferson, LA 70123**

Check _____ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

ATTACHMENT B

HOME PROGRAM PERCENTAGE OF AREA MEDIAN

EFFECTIVE: FEBRUARY, 2004

2004 MEDIAN FAMILY INCOME: \$49,900

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
(0 TO 30% MEDIAN)							
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$10,500	\$12,000	\$13,450	\$14,950	\$16,150	\$17,350	\$18,550	\$19,750
(31 TO 50% MEDIAN)							
\$10,501	\$12,001	\$13,451	\$14,951	\$16,151	\$17,351	\$18,551	\$19,751
\$17,465	\$19,960	\$22,455	\$24,950	\$26,946	\$28,942	\$30,938	\$32,934
(51 TO 60% MEDIAN)							
\$17,466	\$19,961	\$22,456	\$24,951	\$26,947	\$28,943	\$30,939	\$32,935
\$20,958	\$23,952	\$26,946	\$29,940	\$32,335	\$34,730	\$37,126	\$39,521
(61 TO 80% MEDIAN)							
\$20,959	\$23,953	\$26,947	\$29,941	\$32,336	\$34,731	\$37,127	\$39,522
\$27,950	\$31,950	\$35,950	\$39,900	\$43,100	\$46,300	\$49,500	\$52,700

ATTACHMENT C

**“Project Paint Lift”
2004 Budget**

Salaries		\$ 86,000.00
Executive Director	\$ 40,000.00	
Intake Analyst	\$ 24,000.00	
Inspector	\$ 22,000.00	
FICA		\$ 5,590.00
Advertising		\$ 3,500.00
Professional Services		\$333,660.00
Accounting	\$ 6,000.00	
Paint Contractors	\$288,000.00	
Paint Supplier	\$ 15,000.00	
Consultant(s)	\$ 18,000.00	
*Insurance	\$ 6,660.00	
Office Supplies		\$ 500.00
Photographic Supplies		<u>\$ 750.00</u>
TOTAL REQUESTED BUDGET		<u>\$450,000.00</u>

* Insurance includes Occurrence Based Insurance and Insurance on Board Members of the Thompson Thibodeaux Community Development Corporation.

**Total Proposed Budget to provide exterior painting services to a minimum of fifty (50) participants.

***Budget is subject to revision.

ATTACHMENT D

**THOMPSON-THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION
PROJECT PAINT LIFT PROGRAM**

This program serves as an incentive for homeowners to clean their yards and properties. It also provides a helping hand to decrease out-of-pocket expenses for participating homeowners. To qualify, a recipient must be the owner-occupant of the residence, living in Jefferson Parish (excluding Kenner), and meet the income guidelines established by HUD.

**A COPY OF THE FOLLOWING DOCUMENTS MUST ACCOMPANY
THE APPLICATION TO BE CONSIDERED FOR PARTICIPATION IN
THE PROGRAM:**

1. **Verification letter of Social Security, VA, Disability Pension, AFDC, child support, Self Employment Profit and Loss Form, or other income.**
2. **Recent paycheck stub for each wage earner listed on the application.**

If qualified for the program, the recipient must have someone to paint the property within

Applications may be returned via the U. S. Post Office to:

Thompson-Thibodeaux Community Development Corporation
5200 Lapalco Boulevard
Suite #5
Marrero, Louisiana 70072

ATTACHMENT E

COMPLETION TIMELINE

The Thompson-Thibodeaux Community Development Corporation Agrees the project shall be completed within twelve (12) months from the receipt of the Notice to Proceed from the Parish with work activities progressing in accordance with the completion time frame presented within.

The contract maybe extended for an additional one-year period; provided that both the Thompson-Thibodeaux Community Development Corporation and the Parish, subject to Parish approval, are in agreement that such additional time would be beneficial to the success of the Project Paint lift Program effort provided for in Section 2. The Thompson-Thibodeaux Community Development Corporation must also obtain Notices to Proceed from the Parish before any paint / minor home repair activity begins. Upon completion or work stoppage, unused funds will be returned to the Parish. Any money not expended within the time frame of this contract will be de-obligated. If it is determined that delays are encountered by Thompson-Thibodeaux Community Development Corporation as a result of circumstances beyond their control, the Parish may grant appropriate adjustments to the interim goals within the project completion time frame. Thompson-Thibodeaux Community Development must request any adjustments in writing and the Parish will respond likewise.

Thompson-Thibodeaux will move forward with providing exterior painting and minor home repairs to a minimum of 60 residential homes on an average of (6) six per month within 30 days of the General Notice to Proceed. Any additional homes painted under this contract will be subject to the approval of the Director of Community Development Programs based on any additional funds left over once the initial (60) sixty homes have been completed and the time remaining on the contract. Any additional homes authorized will be subject to the time line set forth at the time by the Director of Community Development Programs.

ATTACHMENT F

"Project Paint Lift"
Monthly Status Report

Reporting Period _____

1. Number of applications received to date: _____
2. Number of applications deemed eligible this reporting period:

3. Number of applicants rejected this reporting period: _____
4. Number of properties completed this reporting period: _____
5. Number of homes being painted this reporting period: _____
6. Number of persons served by Council District for reporting period:
District: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____
7. How many clients were referred from other service providers: _____
8. Number of handicapped person served this reporting period: _____
9. Number of elderly persons served this reporting period: _____
10. Number of female heads of household serviced this period: _____

Signature of Authorized Representative

Date

ATTACHMENT G

**REQUEST FOR PAYMENT
PROFESSIONAL SERVICES**

Account No. 212, 1176-139-7331-11337-001

\$

Account No.

\$

PARISH OF JEFFERSON

Type of Services: HOUSING Period from _____ Thru _____
 Contract Date _____ Exp. Date _____ Contract No. _____
 Project-Description PARISH-WIDE PAINT PROGRAM
 Authorization: RESOLUTION NO. 101213
Authorized Contract Amount \$ 450,000.00 PAID TO DATE \$

Computations: (Attach Additional Sheets if Necessary): INVOICE NO. _____

CONTRACTED AMOUNT \$450,000
 LESS: PREVIOUSLY PAID
 LESS: THIS PAY REQUEST
 REMAINING BUDGET

← PAY

PAY to: Thompson-Thibodeaux Community Development Corporation

Address: _____

Note: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT

DEPARTMENT OF
Community Development Dept.

FINANCE DEPARTMENT

THOMPSON-THIBODEAUX

Brenda Richard-Montgomery

NAME

BY DIRECTOR

BY

DATE

DATE

DATE

Thompson - Thibodeaux Parishwide Paint Program

PAY REQUEST COVER SHEET

TAX ID _____

<i>Administration</i>	BUDGET	Less: Previously Paid	Less: This Pay Request	Remaining Budget
Executive Director	\$40,000.00			
Intake Analyst	\$24,000.00			
Inspector	\$22,000.00			
Payroll Tax Expense	\$5,590.00			
Advertising	\$3,500.00			
Accountinhg	\$6,000.00			
Consultants	\$18,000.00			
Insurance	\$6,660.00			
Office Supplies	\$500.00			
Photographic Supplies	\$750.00			
\$127,000.00				
Project				
Painting Contractors	\$288,000.00			
Painting Suppliers	\$15,000.00			
\$303,000.00				
other	\$20,000.00			
	\$450,000.00			

TEMPORARY FORM PENDING RESTATEMENT OF BUDGET

The support and documentation for these expenses is attached. I certify that all expenses presented for reimbursement are accurate and comply with the terms of the contract between Jefferson Parish and the Thompson Thibodeaux Community Development Corporation

Authorized Signature: _____

Dated: _____

**Thompson Thibodeaux Community Development Corporation
PAYROLL SUMMARY**

	Period Covered	Hours	Rate	Gross Pay	FICA	Medicare
Executive Director						
Intake Analyst						
Inspector						
I certify that timesheets and payroll records are maintained and on file and that all Federal and State payroll tax obligations are current.						
Authorized Signature						
Date:						

**CERTIFICATION OF COMPLETION
(FINAL ACCEPTANCE)
Project Paint lift Program**

DATE: _____

Thompson-Thibodeaux Community Development Corporation

_____, owner(s) of the property located @
_____, have competed a review of the
work performed on the property and affirm(s) acceptance of the materials and workmanship
according to the Terms of the Contract, General Conditions, Specifications and Work Write-
Up.

OWNER **DATE**

OWNER **DATE**

ATTESTED:

Project Manager

Inspector

ATTACHMENT A

LEAD-SAFE HOUSING RULE CHECKLIST
For
GENERAL COMPLIANCE DOCUMENTATION

(Program participants can use this checklist as a guide for determining whether or not they are proceeding in a manner required by the LSHR, and that they are maintaining documentation for each CPD-assisted project. Field Office staff can use the checklist as a means for familiarizing themselves with the kinds of documentation that should be maintained in order to demonstrate LSHR compliance. Compliance with the program-specific requirements may not be substantiated solely by the documents included on this general checklist. Additional guidance is provided as referenced in the checklist.)

As appropriate, the following documents should be maintained in CPD-assisted project files for properties constructed before January 1, 1978, in order to demonstrate general knowledge and compliance with basic LSHR requirements. Standard forms are available in the Federal Register (FR), as indicated by the sources noted below. Citations from 24 CFR part 35 are also provided as additional references.

- _____ **Applicability Form [§35.115]** – A copy of a statement indicating that the property is covered by or exempt from Lead Safe Housing Rule.¹
(Note: (A) If the property is exempt, the file should include the reason for the exemption and no further documentation is required; (B) if the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below.)
- _____ **Summary Paint Testing Report or Presumption Notice [§35.930(a)]** – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to \$5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces.²
- _____ **Risk Assessment Report [§35.930(c)(2)]** – A copy of a report (in addition to the requirements of §35.930(a)) to indicate any presence of lead-based paint hazards for projects receiving more than \$5,000 per unit in rehabilitation assistance.⁴
(Note: If the property receives more than \$25,000 in assistance, more stringent requirements apply, including compliance with applicable state requirements, as appropriate. [See §35.930(d)].)
- _____ **Notice of Evaluation [§35.125(a)]** – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing.^{3,4}
- _____ **Clearance Report [§35.930(b)(3)]**– A report indicating a “clearance examination” was performed of the work-site upon completion.
- _____ **Notice of Hazard Reduction Completion [§35.125(b)]** – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.⁵

Source: Federal Register (FR), 64 FR 50139-50231, published September 15, 1999 -- Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance. The appendices are on pages 50230-50231.

¹ LSHR Regulation Applicability Form (See Attachment B to this memorandum.)

² Appendix C--Sample Summary Presumption Notice Format

³ Appendix A--Sample Summary Inspection Notice Format

⁴ Appendix B--Sample Summary Risk Assessment Notice Format

⁵ Appendix D--Sample Hazard Reduction Completion Notice Format

ATTACHMENT B

LEAD-SAFE HOUSING RULE -- APPLICABILITY FORM

Address/location of subject property:

Regulation Eligibility Statements (check all that apply):

- Property is receiving Federal funds.
- Unit was built prior to 1978.

Note: If both Eligibility Statements above have been checked, continue with the Exemption Statements below. Otherwise, the regulation does not apply, sign and date the form.

Regulation Exemption Statements [24 CFR 35.115] (check all that apply):

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
- The property will not be used for human residential habitation. This *does not* apply to common areas such as hallways and stairways of residential and mixed-use properties.
- Housing "exclusively" for the elderly or persons with disabilities, with the provision that children less than six years of age *will not* reside in the dwelling unit.
- An inspection performed according to HUD standards found the property contained no lead-based paint.
- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
- The rehabilitation will not disturb any painted surface.
- The property has no bedrooms.
- The property is currently vacant and will remain vacant until demolition.

If any of the above Exemption Statements have been checked, the Regulation does not apply. In all cases, sign and date the form.

I, _____, certify that the information listed above is true
(Printed Name) and accurate to the best of my knowledge.

Signature

Date

Organization



JEFFERSON PARISH

LOUISIANA

OFFICE OF THE COUNCIL

PARISH COUNCIL

JOHN F. YOUNG, JR.
Chairman

THOMAS J. CAPILLA
At Large

CHRIS ROBERTS
District 1

ELTON M. LAQASSE
District 2

BYRON L. LEE
District 3

LOUIS J. CORCEAN
District 4

JENNIFER SANEED
District 5

WESTBANK
POST OFFICE BOX 9
GREINA, LA 70054
(504) 264-2800

EASTBANK
POST OFFICE BOX 10242
JEFFERSON, LA 70114-8242
(504) 734-8600

SONNY BURMASTER
Chief of Staff

EULA A. LOPEZ
Parish Clerk
OFFICE OF THE CLERK
GREINA, LA 70054
(504) 264-2824

June 13, 2008

Ms. Lorie Toups, Director
Dept. of Accounting
J.P. Government Bldg. - Suite 4200
Gretna, Louisiana 70053

Dear Ms. Toups:

Enclosed for your records is a subrecipient agreement with Thompson Thibodeaux Community Development Corporation dated June 11, 2008 for exterior painting and minor home repair, for the Department of Community Development, as authorized by Resolution No. 110350 adopted by the Council on Wednesday, May 21, 2008.

Yours truly,

Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/gf

Enclosure

7.178883
55-9544

PROJECT FACE LIFT PROGRAM
SUBRECIPIENT AGREEMENT

Between
PARISH OF JEFFERSON
And
THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

This agreement made and entered into on this 11th day of June, 2008, by and between the Parish of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to provisions of Resolution No. 110350, adopted the 21st day of May, 2008, hereinafter called the GRANTEE, represented by John F. Young, Jr., Chairman, and Thompson Thibodeaux Community Development Corporation, hereinafter called the SUBRECIPIENT, represented by Barbara L. Garner, Board Chairperson.

SECTION 1 - PURPOSE

The Parish of Jefferson to be represented by John F. Young, Jr., Council Chairman, hereby contracts with the SUBRECIPIENT, Thompson Thibodeaux Community Development Corporation, to perform all necessary services in connection with the Project Face Lift Program, to assist low/moderate income elderly and handicap homeowners, to include referrals from the GRANTEE who have been identified by Jefferson Parish Department of Inspection and Code Enforcement and/or referred by the Parish Attorney's Office as having code violations of which make them eligible candidates for the Project Face Lift Program. The GRANTEE agrees to provide funding associated with the Project Face Lift Program in an amount not to exceed \$300,000.00.

The GRANTEE enters into this contract for the performance of necessary services as stated below in Section 2 of this agreement. All activities shall be accomplished in accordance with the certifications Jefferson Parish has given the Department of Housing and Urban Development (HUD) in its application for Community Development Block Grant (CDBG) Program funds used for this specific agreement as delineated in Attachment "A".

SECTION 2 - SERVICES TO BE ACCOMPLISHED BY THE CONTRACT

A. SUBRECIPIENT RESPONSIBILITIES:

The SUBRECIPIENT shall provide exterior painting and minor home repairs to assist low/moderate income elderly and handicapped homeowners, to include referrals from the GRANTEE that have been identified by Jefferson Parish Department of Inspection and Code Enforcement and/or the Parish Attorney's Office as having code violations of which make them eligible candidates for the Project Face Lift Program. The services will be provided to a minimum of forty (40) homeowners at no cost to the homeowner. For the purpose of this agreement, all assisted housing units will be presumed lead contaminated and handled according to the Lead Based Paint Hazard Reduction Act of 1992 etc., as delineated at Federal Regulation 24 CFR Part 35.

Specifically, the SUBRECIPIENT shall provide the following:

1. Take applications from potential clients and determine eligibility according to the current Section 8 Income Guideline and others (see Attachment "B").
2. Advertise for painters and all other contractors. Contractors will be required to submit bids based on prepared specifications.
3. Review all bids and select the most qualified contractors.
4. Maintain a file on all clients to include addresses, census tracts, and block numbers, race, gender, female head of households, percentage of income, etc. of each participating family as stipulated in the federal reporting requirements for a period of five (5) years.

5. Maintain HUD Lead Safe Housing Requirements Screening Worksheets (Attachment "C1" and "C2") on each job completed.
6. Advertise the Project Face Lift Program (forms of advertisement shall be as mutually agreed upon) to identify potential clients.
7. Notify the selected homeowners by mail of their interview date and time.
8. Provide to all homeowners with a copy of the "Protect Your Family from Lead in Your Home" brochure as required by HUD.
9. Notify homeowners by mail of the status of their application.
10. Conduct a feasibility inspection of the property of homeowners determined income eligible.
11. Ensure that a Certified Risk Assessor takes composite soil samples and send them to an approved EPA/DEQ testing laboratory for analysis
12. Execute a contract between the homeowner and paint contractor for the specific work and price as delineated in the detailed work write-up.
13. Issue a Notice-to-Proceed to the contractor.
14. Ensure that a qualified Lead Abatement Supervisor supervises all work.
15. Manage construction by conducting a pre-construction meeting to explain to the homeowner what will occur and in what time frame; facilitate the scheduling of the work; and mediate any concerns or complaints between the homeowner and/or contractor, etc.
16. Facilitate the taking of composite soil samples with submission to an approved EPA/DEQ testing laboratory for analysis shall include dust wipe analysis.
17. Facilitate the completion of a Certificate of Completion/Final Acceptance; walk through with final inspection by the GRANTEE.
18. Submit pay requests with appropriate documentation for payments.
19. Pay contractors and suppliers following Jefferson Parish accounting rules
20. All work is to meet HUD Housing Quality Standards.
21. Conduct an annual project evaluation to determine the effectiveness of the Project Face Lift Program.

The SUBRECIPIENT shall adhere to all Lead Based Paint Rules and Regulations as provided by the GRANTEE for units receiving \$5,000.00 or less in Federal rehab assistance as delineated in Federal Lead Based Regulation Subpart J.

The SUBRECIPIENT shall adhere to all requirements set forth by the Louisiana Department of Environmental Quality (DEQ), including testing laboratory certifications, required training, certifications of SUBRECIPIENT staff personnel and all sub-contractors engaged in lead based paint activities.

B. GRANTEE'S RESPONSIBILITIES:

1. Provide funds for project activities as per the attached Budget (Attachment "D").
2. Review bidding processes and all work write-ups for compliance.
3. Process all requests for payment.
4. Provide staff for technical assistance and programmatic support.
5. Conduct a periodic inspection of the repair work to ensure compliance with the agreement and federal regulations.
6. Provide the SUBRECIPIENT with the Standard Intake form (Attachment "E").
7. Monitor the program to ensure contract compliance and appropriateness.

SECTION 3 – LENGTH OF CONTRACT

The SUBRECIPIENT understands and agrees that the aforesaid project shall be completed within a twelve (12) month period beginning June 1, 2008 and ending May 31, 2009, or until funds are depleted or if contract is extended by amendment, whichever comes first.

SECTION 4 - PERFORMANCE REPORTS

The SUBRECIPIENT shall furnish the GRANTEE the original and one (1) copy of all reports required by this contract. The original reports will have the original signatures of the person preparing the report and that of the Board Chairperson of the SUBRECIPIENT organization.

The SUBRECIPIENT shall submit the following performance reports to the GRANTEE.

1. A monthly report (Attachment "F1" and "F2") entitled "Project Face Lift Monthly Status Report" will be prepared to ensure tracking of homeowners and expenditures.
2. An annual performance report will include an annual summary of monthly activities; the report will be due by July 30 of the program year.
3. The SUBRECIPIENT could be required to meet other reporting requirements concerning any additional information required by the GRANTEE to meet its reporting obligations to HUD. Any additional reporting requirements will be requested in writing of the SUBRECIPIENT.

All data collected by the SUBRECIPIENT and all documents, notes and files shall remain the property of the SUBRECIPIENT except as otherwise provided in SECTION 7 of this agreement. The SUBRECIPIENT shall furnish to the GRANTEE copies of any project documents requested by the GRANTEE.

SECTION 5 - BUDGET LIMITATION

The GRANTEE agrees to pay the SUBRECIPIENT an amount not to exceed \$300,000.00. The budget amount in attachment "D" shall constitute full and complete compensation for the contract. An advance in the amount of \$10,049.00 will be disbursed upon execution of the contract to cover project delivery cost. The balance will be paid out as the costs are incurred for the next eleven (11) months. The amount of \$165,000.00 will be used to cover the cost of painting and minor repairs upon satisfactory completion of work based upon approved invoices submitted. The remainder will be charged as incurred.

The approved budget also has line items, which can be amended at any time upon mutual agreement of both parties. Unexpended funds shall be returned to the Department of Community Development for reprogramming.

No funds may be obligated or expended prior to the issuance of the Notice-to-Proceed by the GRANTEE.

SECTION 6 - METHOD OF PAYMENTS

For payment of all services outlined in SECTION 2, the SUBRECIPIENT will follow standard Jefferson Parish Finance Department procedures and policies, submitted on standard Parish forms used for this purpose, i.e., *Professional Services Request for Payment*, Attachment "G1" in addition to others.

The SUBRECIPIENT will certify that all claims made for payment has been reviewed and are properly due, and will submit a monthly report on the expenditure of funds from Community Development Block Grant funds for each budgetary line item.

All reports received must be supported by copies of invoices, periodic billing, and payroll records by individual and position. Original source documentation for all expenditures under the terms of this SUBRECIPIENT Agreement must be maintained at the office of the SUBRECIPIENT for a minimum period of five (5) years after the completion of said SUBRECIPIENT Agreement.

Claims for salaries, wages, and fringe benefits if applicable, will be supported by payroll records that include the individual, position, hours paid, and gross pay. This requirement is normally satisfied with a copy of the applicable payroll register.

Claims for costs which are allocated to the SUBRECIPIENT must also be supported by invoices or billings for periodic services, and, if applicable, by payroll records. A description of the computation of the allocation(s) must be provided with the original budget and any subsequent changes to budgeted allocations. The allocated costs must be in compliance with the provisions of the Office of Management and Budget (OMB) Circular A-122, Subpart A.4.

The SUBRECIPIENT shall be responsible for collecting and maintaining any and all source documents evidencing authorized expenditures and provided for in the budget. The SUBRECIPIENT will not be compensated for any unsupported costs.

The SUBRECIPIENT understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB) Circular A-110 as implemented in 24 CFR Parts 84. It is further understood and agreed that other procedures related to the expenditures or the amount of compensation provided by this contract may be imposed on the SUBRECIPIENT by the GRANTEE or by the Federal Government.

The SUBRECIPIENT further understands and agrees that the SUBRECIPIENT will only be entitled to the compensation upon satisfactory performance of the work of the contract as shall be determined by the GRANTEE. Furthermore, the SUBRECIPIENT understands and agrees that claims such as, but not limited to, those which may result from the SUBRECIPIENT's failure to pay debts incurred by the SUBRECIPIENT are the exclusive responsibility of the SUBRECIPIENT and not of the GRANTEE.

At the end of this contract, the SUBRECIPIENT shall notify the GRANTEE as to how much of the herein stated budget shall be encumbered to cover costs incurred but not paid by the SUBRECIPIENT.

The SUBRECIPIENT shall pay all such encumbered and/or accrued costs by one (1) month after the end of this agreement. Funds not expended by one (1) month after the end of this agreement may be reprogrammed to other activities.

SECTION 7 - ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein including the provisions of Subpart B, Section 21, *Standards for Financial Management Systems*.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or on an indirect basis.

B. Notification

Communication and details concerning this contract shall be directed to the following contract representatives:

PARISH

Anatola B. Thompson
Director
Department of Community Development
1221 Elmwood Park Boulevard
Suite 605
Jefferson, Louisiana 70123

SUBRECIPIENT

Barbara L. Garner
Board Chairperson
Thompson Thibodeaux
Community Development
Corporation
2033 LaQuinta Via
Harvey, Louisiana 70058

C. Training

The SUBRECIPIENT will be required to attend training sessions as deemed necessary by the GRANTEE. Said training will, at a minimum, require the person(s) responsible for contract administration and compliance attend a training session(s) on that topic prior to the submission of any requests for payment for services rendered under this contract. This training to be scheduled at a mutually agreeable time. At this time, the GRANTEE will offer the SUBRECIPIENT copies of all referenced regulations.

D. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.65 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives for the Consolidated Plan;
- c. Records required to determine the eligibility of clients and activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the Consolidated Plan;
- e. Records documenting compliance with the fair housing and equal opportunity components of the Consolidated Plan;
- f. Financial records as required by 24 CFR Part 570.502 and 576; and OMB Circular A-110; and 24 CFR Part 84.
- g. Other records necessary to document compliance with Subpart K of 24 CFR 576.

E. Other Records

I. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, age, sex, and other basis for determining eligibility, and description of services provided. Such information shall be made available to the GRANTEE monitors or their designees for review upon request. The GRANTEE may require that these documents be forwarded to the GRANTEE for record keeping.

2. Property Records

The SUBRECIPIENT shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "Reversion of Assets" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

Specifically, the agreement shall be that upon its expiration the SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable to the use of CDBG funds. Also to include any real property under the SUBRECIPIENT's control that was acquired or improved in whole or part with CDBG funds unless otherwise agreed upon in writing between SUBRECIPIENT and GRANTEE.

3. Equipment Records

The SUBRECIPIENT shall maintain equipment records in line with Subpart C of OMB Circular A-110, Section 84 for any equipment purchased with Federal funds from this grant.

F. Audits and Inspections

The GRANTEE reserves the right to conduct its own audit of the SUBRECIPIENT's records in order to determine compliance with this agreement and the applicable Federal regulations as set forth in OMB Circular A-133.

G. Procurement

The SUBRECIPIENT shall comply with OMB Circular A-110 and current GRANTEE policy concerning the purchase and inventory records of non-expendable personal property and equipment as defined in OMB Circular 110 and in Jefferson Parish Financial Policy.

Additionally, the SUBRECIPIENT must furnish to the GRANTEE a copy of its procurement procedures as stipulated in Subpart C of OMB-110 Section 44, "Procurement Procedures". The SUBRECIPIENT must provide updated Procurement Policy as necessary.

SECTION 8 - TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the GRANTEE and all payments required to be made to the SUBRECIPIENT have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto;
2. By the GRANTEE as a consequence of the failure of the SUBRECIPIENT to comply with the terms and/or progress of work in a satisfactory manner;
3. By either party upon failure of the other party to fulfill its obligations as set forth in this agreement;
4. By satisfactory completion of all services and obligations described herein;
5. In the event of the abandonment of the project by the Parish Council and/or the Parish President; and
6. The Parish may cancel the contract with thirty (30) days written notice to Thompson Thibodeaux Community Development Corporation.

Upon termination, the SUBRECIPIENT shall be paid for actual work performed prior to the notice of termination on a pro-rated share based on the percentage of work actually completed and the agreement estimated cost of the terminated work.

Upon termination under Item 2 above, the SUBRECIPIENT shall deliver to the GRANTEE certified copies of all original documents, notes and files, except the SUBRECIPIENT's personnel and administrative files.

SECTION 9 – JURISDICTION SECTION

The laws of the State of Louisiana shall govern this agreement. Venue shall be in the 24th Judicial District Court for the Parish of Jefferson, and by entering this agreement, SUBRECIPIENT expressly waives any objections to jurisdiction and venue, regardless of SUBRECIPIENT's residence or domicile.

SECTION 10 - PROHIBITION AGAINST RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that, in connection with the operation of the Project Paint Lift Program:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of such public services.

SECTION 11 - PROGRAM INCOME

Program income is gross income received by the SUBRECIPIENT directly generated from the use of CDBG funds. Examples of program income can be found in 24 CFR 570.500.

Program income generated by this agreement is to be retained by the SUBRECIPIENT to be expended as additional funding for any budget line item herein funded. All provisions of this agreement shall apply to such expenditures.

The use of program income shall be completed as follows:

1. Program income in the form of repayments to, or interest earned on the Federal funds provided by this agreement shall be substantially disbursed from the fund before additional cash withdrawals are made for the same activity.
2. All other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the budgeted amount.
3. Any program income on hand when this agreement expires, or received after this agreement expires, or received after this agreement's expiration shall be paid to the GRANTEE.

SECTION 12 – AUDIT COMPLIANCE

Organizations that expend \$500,000.00 or more of Federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 and OMB Circular A-133. If the SUBRECIPIENT is subject to the Single Audit Act, the cost or portion of the cost represented by this agreement to the total of Federal funds received should be included in the budget as part of this agreement.

Organizations that are not subject to the Single Audit Act, but expend more than \$25,000.00 of Federal, State, or Parish funds are subject to the audit requirements for quasi-public entities specified in Louisiana Revised Statutes (LSA RS) 25:513. A quasi-public entity is defined in the statute as any not-for-

profit organization that expends in excess of \$25,000.00 in local and/or State assistance in a fiscal year.

The SUBRECIPIENT agrees to provide the GRANTEE with a copy of any audits required by the referenced laws and regulations. State law requires that the audits be completed and provided to the State Legislative Auditor within six (6) months after the SUBRECIPIENT's fiscal year's end. The SUBRECIPIENT hereby agrees to instruct its accounting firm to include the Jefferson Parish Department of Community Development on the distribution list to received one (1) copy of any audit or audits conducted under the referenced State and Federal Laws.

The GRANTEE also reserves the right to conduct its own audit of the SUBRECIPIENT's records and operations in order to determine compliance with this agreement and the applicable Federal, State, and Parish regulations until completion of all projects. Should it be deemed necessary, the Parish will have an audit conducted by an accounting firm of its selection or by Parish personnel at the Parish's expense.

SECTION 13 - MONITORING

The GRANTEE is hereby authorized to monitor all activities undertaken by the SUBRECIPIENT under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditures of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the GRANTEE.

The SUBRECIPIENT shall use 24 CFR 85 as standards for financial management as modified by 24 CFR 570.502 and OMB Circular A-122 for standards of cost principles.

SECTION 14 - CERTIFICATIONS

For the entire period covered by this agreement, the SUBRECIPIENT shall comply with the same Certifications Jefferson Parish has given the Department of Housing and Urban Development (HUD) as delineated in "A".

SECTION 15 - DOCUMENTATION

In addition to the documents required in Section 7, the SUBRECIPIENT may be asked to make a presentation on actual accomplishments at all public hearings on performance as requested by GRANTEE.

The SUBRECIPIENT shall retain on file signed documented proof of coordination with other public and private agencies and organizations who assist the SUBRECIPIENT in completing the scope of this agreement.

The SUBRECIPIENT shall provide to the GRANTEE copies of all reports and transmittal letters submitted as per HUD's request.

SECTION 16 - INSURANCE

The SUBRECIPIENT shall secure and maintain at its expense insurance with limits no less than:

1. Comprehensive General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
3. Lead abatement Liability Policy occurrence based policy with a minimum limit of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate.

4. Workers' Compensation insurance to be maintained during the life of this agreement for all employees in any way engaged in this project. If any subcontractor does not carry Workers' Compensation insurance, such coverage must be included under the SUBRECIPIENT's policy.

Comprehensive General Liability for documentation.
Policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. The GRANTEE, its officers, officials, employees, volunteers and students are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the SUBRECIPIENT. The coverage shall contain no special limitations on the scope of protection afforded to the GRANTEE, its officers, officials, employees, students, or volunteers.
- b. The SUBRECIPIENT's insurance coverage shall be the primary insurance as respects the GRANTEE, its officers, officials, employees, students, or volunteers. Any insurance or self-insurance maintained by the GRANTEE, its officers, officials, employees, students, or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the GRANTEE, its officers, officials, employees, students, or volunteers.
- d. Coverage shall state that the SUBRECIPIENT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail return receipt requested, has been given to the GRANTEE.

The SUBRECIPIENT shall furnish the GRANTEE with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be received and approved by the GRANTEE before the agreement commences.

The GRANTEE reserves the right to require complete, certified copies of all required policies, at any time.

SECTION 17 - GENERAL

The SUBRECIPIENT shall indemnify and save harmless the GRANTEE against any and all claims, demands, suits, or judgments for sums of money to any party for loss of life or injury or damages to persons or property growing out of, resulting from, or by reason of any negligent act by the SUBRECIPIENT, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the SUBRECIPIENT hereunder.

Further, the SUBRECIPIENT hereby agrees to indemnify the GRANTEE for all reasonable expenses and attorneys' fees incurred by or imposed upon the GRANTEE in connection therewith for any loss, damage, injury or other casualty pursuant to this section. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorneys' fees incurred by the GRANTEE in establishing the right to indemnity pursuant to the provision of this section.

While in the performance of services or carrying out other obligations under this agreement, the SUBRECIPIENT shall be acting in the capacity of independent contractors and not as employees of the GRANTEE. The GRANTEE shall not be obligated to any person, firm or corporation for any obligations of the SUBRECIPIENT arising from the performance of their services under this agreement.

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

This agreement shall be binding upon the successors and assigns of the parties hereto. This agreement being for the personal services of the SUBRECIPIENT as to the services to be performed hereunder may not be assigned nor transfer any interest in this agreement without the written prior consent of the GRANTEE.

Any reports, information, data, etc., given or prepared or assembled by the SUBRECIPIENT under this agreement which the GRANTEE requested to be kept as confidential shall not be made available to any individual or organization by the SUBRECIPIENT without the prior written approval of the GRANTEE, except that, in accordance with SECTION 9 above, HUD and the Controller General or any authorized representatives thereof, shall have access to and the right to examine all records, books, pages, or documents related to the grant.

SECTION 18 - AMENDMENTS

This Agreement may be amended only by mutual consent of all parties and must be reduced to writing

SECTION 19 - SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be judicially held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and, in such an event, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein

SECTION 20 - CONTRACT EXECUTION

This Agreement is executed in four (4) originals. In TESTIMONY WHEREOF they have executed this agreement, the day and year first above written.

WITNESSES

PARISH OF JEFFERSON

Norma Linc By: _____

Mr. John F. Young, Jr.
Council Chairman

Hail LeNormand

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT
CORPORATION

Helen White
Jerome McLean

By: _____

Barbara L. Garner
Board Chairperson

ATTACHMENT "A"

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the Jefferson HOME Consortium certifies that:

Affirmatively Further Fair Housing -- It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of its knowledge and belief:

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

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and each member community of the consortium possesses the legal authority to carry out the programs for which it is seeking funding in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Aaron F. Broussard
 Aaron F. Broussard, President
 Jefferson Parish, Louisiana

5/23/2007
 Date

Specific CDBG Certifications

Jefferson Parish certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s), (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if it certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws – It will comply with applicable laws.

Aaron F. Broussard *per JW*
Aaron F. Broussard, President
Jefferson Parish, Louisiana

5/23/2007
Date

APPENDIX TO CERTIFICATIONS
INSTRUCTIONS CONCERNING
LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

D. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, FRUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Jefferson Parish
Community Development Department
1221 Elmwood Park Blvd., Suite 603
Jefferson, LA 70123

Check if there are workplaces on file that are not identified here.

Certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Hous procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantee's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

ATTACHMENT B

2008 Income Limits

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
		(0%	To	30%	Median)		
0 - 12,550	0 - 14,350	0 - 16,150	0 - 17,500	0 - 19,400	0 - 20,800	0 - 22,250	0 - 23,700
		(30%	To	50%	Median)		
12,551 - 20,950	14,351 - 23,900	16,151 - 26,900	17,501 - 29,900	19,401 - 32,300	20,801 - 34,700	22,251 - 37,100	23,701 - 39,450
		(50%	To	60%	Median)		
20,951 - 25,140	22,901 - 28,680	26,901 - 32,280	29,901 - 35,880	32,301 - 38,760	34,701 - 41,640	37,101 - 44,520	39,451 - 47,340
		(60%	To	80%	Median)		
25,141 - 33,500	28,681 - 38,500	32,281 - 43,050	35,881 - 47,850	38,761 - 51,700	41,641 - 55,500	44,521 - 59,350	47,341 - 63,150

Attachment C1
LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address: _____

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
- ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
- ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
- ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
- ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
- ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
- ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
- ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
- ❖ Will any rehab exclude disturbing painted surfaces? [35.115(a)(8)] YES NO
- ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
- ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ◇ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an interior/exterior component [35.1350(d)(3)] YES NO
- ◇ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO
- ◇ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. Ongoing maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).

Signature

Date

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.

⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

Attachment "D"
BUDGET PROJECT FACE LIFT

	June	July	Aug.	Sept	Oct.	Nov.	Dec.	Jan	Feb	March	April	May
TOTAL REVENUE	\$300,000.00	\$85,000.00	\$85,000.00	\$12,400.00	\$153,000.00							
PROJECT DELIVERY COST												
Executive Director	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.33	\$3,208.34	\$3,208.34	\$3,208.34
Intake Analyst	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.12	\$1,979.12	\$1,979.12
Housing Inspector	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.17	\$1,979.12	\$1,979.12	\$1,979.12
SUBTOTAL	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.67	\$7,166.58	\$7,166.58	\$7,166.58
Benefits	\$716.67	\$716.67	\$716.67	\$716.67	\$716.67	\$716.67	\$716.67	\$716.67	\$716.66	\$716.66	\$716.66	\$716.66
TOTAL PAYROLL	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.34	\$7,883.24	\$7,883.24	\$7,883.24
Advertising	\$400.00											
Office Equipment /Supplies	\$3,000.00											
Rent/Utilities	\$5,500.00											
Phone/Fax/Internet	\$2,500.00											
Photographic supplies	\$1,000.00											
Accountant	\$6,500.00											
Program Audit	\$4,500.00											
Insurance	\$17,000.00											
Professional Services												
(Contractors)	\$160,000.00											
Paint supplies	\$5,000.00											
TOTAL BUDGET	\$300,000.00											

Thompson Thibodeaux Community Development Corporation
5200 LaPalco Boulevard, Suite 5
Marrero, LA 70072

ATTACHMENT "E"
 PROJECT PAINT LIFT STANDARD INTAKE FORM

Owner/Occupant Social Security No. Age

Co-Owner/Occupant Social Security No. Age

Property Address (number, street, city, zip code) Phone number (Home) (Work)

Own Rent
 Marital Status (check one): Single Divorced Separated Married Widow
 National Origin (check one): Black White Hispanic Indian Other

Family Size: Total Household Members: _____ Ages: _____

LIST ALL FAMILY MEMBERS IN YOUR HOME

NAME (Last, First)	Age	Source of Income	Salary	Paid Weekly/Monthly

NOTE: penalty for fraud. State and Federal Laws provide penalties, including fines, imprisonment, or both for persons found guilty of obtaining assistance in the Self-Help Maintenance Program for which they are not eligible by making false statements. If evidence indicates that an individual has willfully violated the law, they will be investigated and subject to possible prosecution.

Please identify the person responsible for picking up your plants upon approval for participation in the program:

Name: _____ Phone: _____

I authorize the Jefferson Parish Department of Community Development to verify any information I have given to obtain required verification to qualify for the Self-Help Maintenance Program.

Owner/Occupant Signature Co-Owner/Occupant Signature

APPLICATION CAN BE MAILED OR DELIVERED TO:
 Community Development
 1221 Elmwood Park Boulevard, Suite 605
 Jefferson, Louisiana 70123
 (504) 736-6262

FOR OFFICE USE ONLY

Small family _____ large family _____ elderly _____ female head of house _____

Handicapped - Disability: _____

TOTAL ANNUAL FAMILY INCOME: \$ _____

Counselor Date ELIGIBLE
INELIGIBLE

Comments: _____

Attachment "F"

MONTHLY REPORT

Period Covered: _____

Subrecipient: _____

Program: _____

Total Household assisted: _____

Income:

_____ - 51% - 80%

_____ - 31% - 50%

_____ - less 30% of median

Origin:

_____ White

_____ Black/African American

_____ Asian

_____ American Indian/Alaskan Native

_____ Native Hawaiian/Other Pacific Islander

_____ American Indian/Alaskan Native & White

_____ Asian & White

_____ Black/African American & White

_____ American Indian/Alaskan Native & Black/African American

_____ Other Multi-Racial

_____ Asian Pacific Islander

_____ Hispanic/Black

_____ Female Head of Household

_____ Elderly

ATTACHMENT "G1"

REQUEST FOR PAYMENT
PROFESSIONAL SERVICES

Account No. _____

\$ _____

Account No. _____

\$ _____

Vendor No. _____

PARISH OF JEFFERSON

Type of Services: _____ Period from _____ Thru _____

Contract Date _____ Exp. Date _____ Contract No. _____

Project-Description _____

Authorization: _____
PARAGRAPH SECTION NO. OF CONTRACT

AUTHORIZED CONTRACT AMOUNT \$ _____ AMOUNT PAID TO DATE \$ _____

Computations: (Attach Additional Sheets if Necessary): _____ Invoice No. _____

PAY →

PAY to: _____

Address: _____

NOTE: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT		
Jefferson Parish Department of	Jefferson Parish Department of FINANCE	Architects/Engineers
Director	Director	Name
x	x	x
Signature	Signature	Signature
Date: / /	Date: / /	Date: / /

FORM NO. 236 REVISED 8/02

ATTACHMENT "G2"
Project Facelift
Budget Worksheet

Budget Line	Total Budget	Amount Spent to date	Current Month Expenses	Remaining balance
<i>Activity Delivery:</i>				
Executive Director	\$38,500.00			
Intake Analyst	\$23,750.00			
Housing Inspector	\$23,750.00			
<i>Employee Payroll:</i>	\$86,000.00			
FICA	\$5,332.00			
Medicare	\$1,247.00			
FUTA				
SUTA				
Workmen's Compensation				
<i>Payroll Taxes:</i>	\$8,600.00			
TOTAL PAYROLL	\$94,600.00			
Advertising	\$400.00			
Office Supplies	\$3,000.00			
Rent	\$4,000.00			
Utilities	\$1,500.00			
Communications	\$2,500.00			
Photographic	\$1,000.00			
Accounting	\$6,500.00			
Program Audit	\$4,500.00			
Insurance	\$17,000.00			
TOTAL OFFICE	\$40,400.00			
TOTAL ACTIVITY DELIVERY	\$135,000.00			
<i>Project Services:</i>				
Contractors	\$160,000.00			
Paint Supplies	\$5,000.00			
TOTAL PROJECT	\$165,000.00			
Project Facelift Budget	\$300,000.00			

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

RESOLUTION NO. 110350

A resolution authorizing the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation to execute a SUBRECIPIENT Agreement setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$300,000.00 for the Project Face Lift Program. (Parishwide)

WHEREAS, this agreement will enable Thompson Thibodeaux Community Development to administer a Project Face Lift Program in the Parish of Jefferson, to provide exterior painting and minor home repairs to a minimum of forty (40) low and moderate income elderly and handicapped homeowners in Jefferson Parish,

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

SECTION 1. That the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation execute a SUBRECIPIENT Agreement which sets forth the terms, conditions, scope of services, and proposed budget for the Project Face Lift Program

SECTION 2. That the Parish shall make an initial \$10,049.00 advance payment to Thompson Thibodeaux Community Development Corporation upon the signing of the contract to cover program delivery costs.

SECTION 3. That the budget for the Project Face Lift Program in the amount of \$300,000.00 is to be charged to Community Development Block Grant Budget Account No. 21280-1176-139-XXXX-11731-XXX.

SECTION 4. That the Chairman of the Jefferson Parish Council or in his absence the Vice Chairman, be and is hereby authorized to sign said executed contract.

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

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

This resolution was declared to be adopted on this 21st day of May, 2008.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

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

RESOLUTION NO. 112524

A resolution authorizing the extension, for payment purposes only, of the SUBRECIPIENT Agreement between the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation authorized by Resolution No. 110350 for six months, ending on November 30, 2009, setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$300,000.00 for the Project Face Lift Program.

WHEREAS, this agreement enables Thompson Thibodeaux Community Development to administer a Project Face Lift Program in the Parish of Jefferson, to provide exterior painting and minor home repairs to a minimum of forty (40) low and moderate income elderly and handicapped homeowners in Jefferson Parish.

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

SECTION 1. That the SUBRECIPIENT Agreement for Services between the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation authorized by Resolution No. 110350, adopted on May 21, 2008, is hereby extended for six months, ending on November 30, 2009.

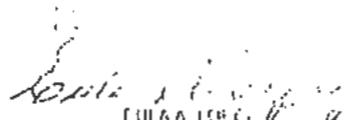
SECTION 2. That all terms and conditions of the said existing SUBRECIPIENT Agreement between the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation, shall remain as stated in the existing agreement.

SECTION 3. That the budget for the Project Face Lift Program is to continue to be charged to Community Development Block grant Budget Account No. 21280-1176-139-XXXX-11731-XXX.

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

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

The resolution was declared to be adopted on this 24th day of June, 2009.


JULIA LEWIS
PARISH CLERK
JEFFERSON PARISH COUNCIL

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

RESOLUTION NO. 113392

A resolution authorizing the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation to execute a SUBRECIPIENT Agreement setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$350,000.00 for the Project Face Lift (Paint Program). (Parishwide).

WHEREAS, This program is designed to assist the Parish in its efforts to eliminate neighborhood blight and enhance the quality of life of those residents that are served; and

WHEREAS, this agreement will enable Thompson Thibodeaux Community Development to administer a Project Face Lift Program in the Parish of Jefferson, to provide exterior painting and minor home repairs to a minimum of thirty (30) low and moderate income elderly and handicapped homeowners in Jefferson Parish; and

WHEREAS, Thompson Thibodeaux will also provide paint at no cost to 70 to 80 eligible homeowners, 55 years old and older as long as they have a designated person(s) to paint within a reasonable time frame.

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

SECTION 1. That the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation execute a SUBRECIPIENT Agreement which sets forth the terms, conditions, scope of services, and proposed budget for the Project Face Lift Program

SECTION 2. That the Parish shall make an initial \$12,920.00 advance payment to Thompson Thibodeaux Community Development Corporation upon the signing of the contract to cover program delivery costs.

SECTION 3. That the budget for the Project Face Lift Program in the amount of \$350,000.00 is to be charged to Community Development Block Grant Budget Account Nos. 21280-1176-139-7331-11833-001 (Project); 21280-1176-139-7331-11833-002 (Admin.); and 21280-1176-139-7231.1-11833-003 (paint ordered via Parish).

SECTION 4. That the Chairman of the Jefferson Parish Council or in his absence the Vice Chairman, be and is hereby authorized to sign said executed contract.

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

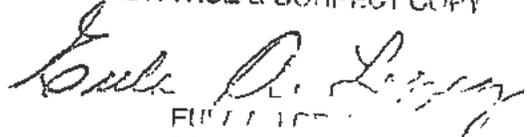
YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 4th day of November, 2009.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



FILED

11/4/09

**PROJECT FACE LIFT PROGRAM
SUBRECIPIENT AGREEMENT**

**Between
PARISH OF JEFFERSON
And**

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

This agreement made and entered into on this 30th day of November, 2009, by and between the Parish of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to provisions of Resolution No. 113392, adopted the 4th day of November, 2009, hereinafter called the GRANTEE, represented by **Thomas J. Capella., Chairman**, and Thompson Thibodeaux Community Development Corporation, hereinafter called the SUBRECIPIENT, represented by Barbara L. Garner, Board Chairperson.

SECTION 1 - PURPOSE

The Parish of Jefferson to be represented by Thomas J. Capella Council Chairman, hereby contracts with the SUBRECIPIENT, Thompson Thibodeaux Community Development Corporation, to perform all necessary services in connection with the Project Face Lift (Paint Program), to assist low/moderate income elderly and handicap homeowners, to include referrals from the GRANTEE who have been identified by Jefferson Parish Department of Inspection and Code Enforcement and/or referred by the Parish Attorney's Office as having code violations of which make them eligible candidates for the Project Face Lift Program. The GRANTEE agrees to provide funding associated with the Project Face Lift Program in an amount not to exceed \$350,000.00.

The GRANTEE enters into this agreement for the performance of necessary services as stated below in Section 2 of this agreement. All activities shall be accomplished in accordance with the certifications Jefferson Parish has given the Department of Housing and Urban Development (HUD) in its application for Community Development Block Grant (CDBG) Program funds used for this specific agreement as delineated in Attachment "A".

SECTION 2 - SERVICES TO BE ACCOMPLISHED BY THE AGREEMENT

A. SUBRECIPIENT RESPONSIBILITIES:

The SUBRECIPIENT shall provide exterior painting and minor home repairs to assist low/moderate income elderly and handicapped homeowners, to include referrals from the GRANTEE that have been identified by Jefferson Parish Department of Inspection and Code Enforcement and/or the Parish Attorney's Office as having code violations of which make them eligible candidates for the Project Face Lift Program. The services will be provided to a minimum of thirty (30) homeowners at no cost to the homeowner. Additionally Subrecipient will administer a paint program for homeowners, 55 years old and older by providing free paint as long as a responsible person(s) has been identified to paint the property. For the purpose of this agreement, all assisted housing units will be presumed lead contaminated and handled according to the Lead Based Paint Hazard Reduction Act of 1992 etc., as delineated at Federal Regulation 24 CFR Part 35.

Specifically, the SUBRECIPIENT shall provide the following:

1. Take applications from potential clients and determine eligibility according to the current Section 8 Income Guideline and others (see Attachment "B").
2. Advertise for painters and all other contractors. Contractors will be required to submit bids based on prepared specifications.
3. Review all bids and select the most qualified contractors.

4. Maintain a file on all clients to include addresses, census tracts, and block numbers, race, gender, female head of households, percentage of income, etc. of each participating family as stipulated in the federal reporting requirements for a period of five (5) years.
5. Maintain HUD Lead Safe Housing Requirements Screening Worksheets (Attachment "C1" and "C2") on each job completed.
6. Advertise the Project Face Lift Program (forms of advertisement shall be as mutually agreed upon) to identify potential clients.
7. Notify the selected homeowners by mail of their interview date and time.
8. Provide to all homeowners with a copy of the "Protect Your Family from Lead in Your Home" brochure as required by HUD.
9. Notify homeowners by mail of the status of their application.
10. Conduct a feasibility inspection of the property of homeowners determined income eligible.
11. Ensure that a Certified Risk Assessor takes composite soil samples and send them to an approved EPA/DEQ testing laboratory for analysis
12. Execute an agreement between the homeowner and paint contractor for the specific work and price as delineated in the detailed work write-up.
13. Issue a Notice-to-Proceed to the contractor.
14. Ensure that a qualified Lead Abatement Supervisor supervises all work.
15. Manage construction by conducting a pre-construction meeting to explain to the homeowner what will occur and in what time frame; facilitate the scheduling of the work; and mediate any concerns or complaints between the homeowner and/or contractor, etc.
16. Facilitate the taking of composite soil samples with submission to an approved EPA/DEQ testing laboratory for analysis shall include dust wipe analysis.
17. Facilitate the completion of a Certificate of Completion/Final Acceptance; walk through with final inspection by the GRANTEE.
18. Submit pay requests with appropriate documentation for payments.
19. Pay contractors and suppliers following Jefferson Parish accounting rules
20. All work is to meet HUD Housing Quality Standards.
21. Conduct an annual project evaluation to determine the effectiveness of the Project Face Lift Program.
22. Coordinate and inspect all work performed by others to insure work is done in accordance with performance standards.

The SUBRECIPIENT shall adhere to all Lead Based Paint Rules and Regulations as provided by the GRANTEE for units receiving \$5,000.00 or less in Federal rehab assistance as delineated in Federal Lead Based Regulation Subpart J.

The SUBRECIPIENT shall adhere to all requirements set forth by the Louisiana Department of Environmental Quality (DEQ), including testing laboratory certifications, required training, certifications of SUBRECIPIENT staff personnel and all sub-contractors engaged in lead based paint activities.

B. GRANTEE'S RESPONSIBILITIES:

1. Provide funds for project activities as per the attached Budget (Attachment "D").
2. Review bidding processes and all work write-ups for compliance.
3. Process all requests for payment.
4. Provide staff for technical assistance and programmatic support.
5. Conduct a periodic inspection of the repair work to ensure compliance with the agreement and federal regulations.
6. Provide the SUBRECIPIENT with the Standard Intake form (Attachment "E").
7. Monitor the program to ensure agreement compliance and appropriateness.

SECTION 3 – LENGTH OF CONTRACT

The SUBRECIPIENT understands and agrees that the aforesaid project shall be completed within a twelve (12) month period beginning at the execution of this agreement, or until funds are depleted or if agreement is extended by amendment, whichever comes first.

SECTION 4 - PERFORMANCE REPORTS

The SUBRECIPIENT shall furnish the GRANTEE the original and one (1) copy of all reports required by this contract. The original reports will have the original signatures of the person preparing the report and that of the Board Chairperson of the SUBRECIPIENT organization.

The SUBRECIPIENT shall submit the following performance reports to the GRANTEE.

1. A monthly report (Attachment "F1" and "F2") entitled "Project Face Lift Monthly Status Report" will be prepared to ensure tracking of homeowners and expenditures.
2. An annual performance report will include an annual summary of monthly activities; the report will be due by July 30 of the program year.
3. The SUBRECIPIENT could be required to meet other reporting requirements concerning any additional information required by the GRANTEE to meet its reporting obligations to HUD. Any additional reporting requirements will be requested in writing of the SUBRECIPIENT.

All data collected by the SUBRECIPIENT and all documents, notes and files shall remain the property of the SUBRECIPIENT except as otherwise provided in SECTION 7 of this agreement. The SUBRECIPIENT shall furnish to the GRANTEE copies of any project documents requested by the GRANTEE.

SECTION 5 - BUDGET LIMITATION

The GRANTEE agrees to pay the SUBRECIPIENT an amount not to exceed \$350,000.00. The budget amount in attachment "D" shall constitute full and complete compensation for the contract. An advance in the amount of \$12,920.00 will be disbursed upon execution of the agreement to cover project delivery cost. The balance will be paid out as the costs are incurred for the next eleven (11) months. The amount of \$203,320.00 will be used to cover the cost of painting and minor repairs upon satisfactory completion of work based upon approved invoices submitted. The remainder will be charged as incurred.

The approved budget also has line items, which can be amended at any time upon mutual agreement of both parties. Unexpended funds shall be returned to the Department of Community Development for reprogramming.

No funds may be obligated or expensed prior to the issuance of the Notice-to-Proceed by the GRANTEE.

SECTION 6 - METHOD OF PAYMENTS

For payment of all services outlined in SECTION 2, the SUBRECIPIENT will follow standard Jefferson Parish Finance Department procedures and polices, submitted on standard Parish forms used for this purpose, i.e., *Professional Services Request for Payment*, Attachment "G1" in addition to others.

The SUBRECIPIENT will certify that all claims made for payment has been reviewed and are property due, and will submit a monthly report on the

expenditure of funds from Community Development Block Grant funds for each budgetary line item.

All reports received must be supported by copies of invoices, periodic billing, and payroll records by individual and position. Original source documentation for all expenditures under the terms of this SUBRECIPIENT Agreement must be maintained at the office of the SUBRECIPIENT for a minimum period of five (5) years after the completion of said SUBRECIPIENT Agreement.

Claims for salaries, wages, and fringe benefits if applicable, will be supported by payroll records that include the individual, position, hours paid, and gross pay. This requirement is normally satisfied with a copy of the applicable payroll register.

Claims for costs which are allocated to the SUBRECIPIENT must also be supported by invoices or billings for periodic services, and, if applicable, by payroll records. A description of the computation of the allocation(s) must be provided with the original budget and any subsequent changes to budgeted allocations. The allocated costs must be in compliance with the provisions of the Office of Management and Budget (OMB) Circular A-122, Subpart A.4.

The SUBRECIPIENT shall be responsible for collecting and maintaining any and all source documents evidencing authorized expenditures and provided for in the budget. The SUBRECIPIENT will not be compensated for any unsupported costs.

The SUBRECIPIENT understands and agrees that all expenditures will be made in accordance with the Office of Management and Budget (OMB) Circular A-110 as implemented in 24 CFR Parts 84. It is further understood and agreed that other procedures related to the expenditures or the amount of compensation provided by this agreement may be imposed on the SUBRECIPIENT by the GRANTEE or by the Federal Government.

The SUBRECIPIENT further understands and agrees that the SUBRECIPIENT will only be entitled to the compensation upon satisfactory performance of the work of the agreement as shall be determined by the GRANTEE. Furthermore, the SUBRECIPIENT understands and agrees that claims such as, but not limited to, those which may result from the SUBRECIPIENT's failure to pay debts incurred by the SUBRECIPIENT are the exclusive responsibility of the SUBRECIPIENT and not of the GRANTEE.

At the end of this contract, the SUBRECIPIENT shall notify the GRANTEE as to how much of the herein stated budget shall be encumbered to cover costs incurred but not paid by the SUBRECIPIENT.

The SUBRECIPIENT shall pay all such encumbered and/or accrued costs by one (1) month after the end of this agreement. Funds not expended by one (1) month after the end of this agreement may be reprogrammed to other activities.

SECTION 7 - ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein including the provisions of Subpart B, Section 21, *Standards for Financial Management Systems*.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or on an indirect basis.

B. Notification

Communication and details concerning this agreement shall be directed to the following agreement representatives:

PARISH

Anatola B. Thompson
Director
Department of Community Development
1221 Elmwood Park Boulevard
Suite 605
Jefferson, Louisiana 70123

SUBRECIPIENT

Barbara L. Garner
Board Chairperson
Thompson Thibodeaux
Community Development
Corporation
2033 LaQuinta Via
Harvey, Louisiana 70058

C. Training

The SUBRECIPIENT will be required to attend training sessions as deemed necessary by the GRANTEE. Said training will, at a minimum, require the person(s) responsible for agreement administration and compliance attend a training session(s) on that topic prior to the submission of any requests for payment for services rendered under this contract. This training to be scheduled at a mutually agreeable time. At this time, the GRANTEE will offer the SUBRECIPIENT copies of all referenced regulations.

D. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.65 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives for the Consolidated Plan;
- c. Records required to determine the eligibility of clients and activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the Consolidated Plan;
- e. Records documenting compliance with the fair housing and equal opportunity components of the Consolidated Plan;
- f. Financial records as required by 24 CFR Part 570.502 and 576; and OMB Circular A-110; and 24 CFR Part 84.
- g. Other records necessary to document compliance with Subpart K of 24 CFR 576.

E. Other Records

1. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, age, sex, and other basis for determining eligibility, and description of services provided. Such information shall be made available to the GRANTEE monitors or their designees for review upon request. The GRANTEE may require that these documents be forwarded to the GRANTEE for record keeping.

2. Property Records

The SUBRECIPIENT shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "Reversion of Assets" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

Specifically, the agreement shall be that upon its expiration the SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable to the use of CDBG funds. Also to include any real property under the SUBRECIPIENT's control that was acquired or improved in whole or part with CDBG funds unless otherwise agreed upon in writing between SUBRECIPIENT and GRANTEE.

3. Equipment Records

The SUBRECIPIENT shall maintain equipment records in line with Subpart C of OMB Circular A-110, Section 84 for any equipment purchased with Federal funds from this grant.

F. Audits and Inspections

The GRANTEE reserves the right to conduct its own audit of the SUBRECIPIENT's records in order to determine compliance with this agreement and the applicable Federal regulations as set forth in OMB Circular A-133.

G. Procurement

The SUBRECIPIENT shall comply with OMB Circular A-110 and current GRANTEE policy concerning the purchase and inventory records of non-expendable personal property and equipment as defined in OMB Circular 110 and in Jefferson Parish Financial Policy.

Additionally, the SUBRECIPIENT must furnish to the GRANTEE a copy of its procurement procedures as stipulated in Subpart C of OMB-110 Section 44, "*Procurement Procedures*". The SUBRECIPIENT must provide updated Procurement Policy as necessary.

SECTION 8 - 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 GRANTEE and all payments required to be made to the SUBRECIPIENT have been made; but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto;
2. By the GRANTEE as a consequence of the failure of the SUBRECIPIENT to comply with the terms and/or progress of work in a satisfactory manner;
3. By either party upon failure of the other party to fulfill its obligations as set forth in this agreement;
4. By satisfactory completion of all services and obligations described herein;
5. In the event of the abandonment of the project by the Parish Council and/or the Parish President; and
6. The Parish may cancel the agreement with thirty (30) days written notice to Thompson Thibodeaux Community Development Corporation.

Upon termination, the SUBRECIPIENT shall be paid for actual work performed prior to the notice of termination on a pro-rated share based on the percentage of work actually completed and the agreement estimated cost of the terminated work.

Upon termination under Item 2 above, the SUBRECIPIENT shall deliver to the GRANTEE certified copies of all original documents, notes and files, except the SUBRECIPIENT's personnel and administrative files.

SECTION 9 – JURISDICTION SECTION

The laws of the State of Louisiana shall govern this agreement. Venue shall be in the 24th Judicial District Court for the Parish of Jefferson, and by entering this agreement; SUBRECIPIENT expressly waives any objections to jurisdiction and venue, regardless of SUBRECIPIENT's residence or domicile.

SECTION 10 - PROHIBITION AGAINST RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that, in connection with the operation of the Project Paint Lift Program:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of such public services.

SECTION 11 - PROGRAM INCOME

Program income is gross income received by the SUBRECIPIENT directly generated from the use of CDBG funds. Examples of program income can be found in 24 CFR 570.500.

Program income generated by this agreement is to be retained by the SUBRECIPIENT to be expended as additional funding for any budget line item herein funded. All provisions of this agreement shall apply to such expenditures.

The use of program income shall be completed as follows:

1. Program income in the form of repayments to, or interest earned on the Federal funds provided by this agreement shall be substantially disbursed from the fund before additional cash withdrawals are made for the same activity.
2. All other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the budgeted amount.
3. Any program income on hand when this agreement expires, or received after this agreement expires, or received after this agreement's expiration shall be paid to the GRANTEE.

SECTION 12 – AUDIT COMPLIANCE

Organizations that expend \$500,000.00 or more of Federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 and OMB Circular A-133. If the SUBRECIPIENT is subject to the Single Audit Act, the cost or portion of the cost represented by this agreement to the total of Federal funds received should be included in the budget as part of this agreement.

Organizations that are not subject to the Single Audit Act, but expend more than \$25,000.00 of Federal, State, or Parish funds are subject to the audit requirements for quasi-public entities specified in Louisiana Revised Statutes (LSA RS) 25:513. A quasi-public entity is defined in the statute as any not-for-

profit organization that expends in excess of \$25,000.00 in local and/or State assistance in a fiscal year.

The SUBRECIPIENT agrees to provide the GRANTEE with a copy of any audits required by the referenced laws and regulations. State law requires that the audits be completed and provided to the State Legislative Auditor within six (6) months after the SUBRECIPIENT's fiscal year's end. The SUBRECIPIENT hereby agrees to instruct its accounting firm to include the Jefferson Parish Department of Community Development on the distribution list to received one (1) copy of any audit or audits conducted under the referenced State and Federal Laws.

The GRANTEE also reserves the right to conduct its own audit of the SUBRECIPIENT's records and operations in order to determine compliance with this agreement and the applicable Federal, State, and Parish regulations until completion of all projects. Should it be deemed necessary, the Parish will have an audit conducted by an accounting firm of its selection or by Parish personnel at the Parish's expense.

SECTION 13 – MONITORING

The GRANTEE is hereby authorized to monitor all activities undertaken by the SUBRECIPIENT under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditures of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the GRANTEE.

The SUBRECIPIENT shall use 24 CFR 85 as standards for financial management as modified by 24 CFR 570.502 and OMB Circular A-122 for standards of cost principles.

SECTION 14 - CERTIFICATIONS

For the entire period covered by this agreement, the SUBRECIPIENT shall comply with the same Certifications Jefferson Parish has given the Department of Housing and Urban Development (HUD) as delineated in "A".

SECTION 15 - DOCUMENTATION

In addition to the documents required in Section 7, the SUBRECIPIENT may be asked to make a presentation on actual accomplishments at all public hearings on performance as requested by GRANTEE.

The SUBRECIPIENT shall retain on file signed documented proof of coordination with other public and private agencies and organizations who assist the SUBRECIPIENT in completing the scope of this agreement.

The SUBRECIPIENT shall provide to the GRANTEE copies of all reports and transmittal letters submitted as per HUD's request.

SECTION 16 - INSURANCE

The SUBRECIPIENT shall secure and maintain at its expense insurance with limits no less than:

1. Comprehensive General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
3. Lead abatement Liability Policy occurrence based policy with a minimum limit of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate.

4. Workers' Compensation insurance to be maintained during the life of this agreement for all employees in any way engaged in this project. If any subcontractor does not carry Workers' Compensation insurance, such coverage must be included under the SUBRECIPIENT's policy.

Comprehensive General Liability for documentation.

Policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. The GRANTEE, its officers, officials, employees, volunteers and students are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the SUBRECIPIENT. The coverage shall contain no special limitations on the scope of protection afforded to the GRANTEE, its officers, officials, employees, students, or volunteers.
- b. The SUBRECIPIENT's insurance coverage shall be the primary insurance as respects the GRANTEE, its officers, officials, employees, students, or volunteers. Any insurance or self-insurance maintained by the GRANTEE, its officers, officials, employees, students, or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the GRANTEE, its officers, officials, employees, students, or volunteers.
- d. Coverage shall state that the SUBRECIPIENT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail return receipt requested, has been given to the GRANTEE.

The SUBRECIPIENT shall furnish the GRANTEE with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized to by the insurer to bind coverage on its behalf. The certificates are to be received and approved by the GRANTEE before the agreement commences.

The GRANTEE reserves the right to require complete, certified copies of all required policies, at any time.

SECTION 17 - GENERAL

The SUBRECIPIENT shall indemnify and save harmless the GRANTEE against any and all claims, demands, suits, or judgments for sums of money to any party for loss of life or injury or damages to persons or property growing out of, resulting from, or by reason of any negligent act by the SUBRECIPIENT, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the SUBRECIPIENT hereunder.

Further, the SUBRECIPIENT hereby agrees to indemnify the GRANTEE for all reasonable expenses and attorneys' fees incurred by or imposed upon the GRANTEE in connection therewith for any loss, damage, injury or other casualty pursuant to this section. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorneys' fees incurred by the GRANTEE in establishing the right to indemnity pursuant to the provision of this section.

While in the performance of services or carrying out other obligations under this agreement, the SUBRECIPIENT shall be acting in the capacity of independent contractors and not as employees of the GRANTEE. The GRANTEE shall not be obligated to any person, firm or corporation for any obligations of the SUBRECIPIENT arising from the performance of their services under this agreement.

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

This agreement shall be binding upon the successors and assigns of the parties hereto. This agreement being for the personal services of the SUBRECIPIENT as to the services to be performed hereunder may not be assigned nor transfer any interest in this agreement without the written prior consent of the GRANTEE.

Any reports, information, data, etc., given or prepared or assembled by the SUBRECIPIENT under this agreement which the GRANTEE requested to be kept as confidential shall not be made available to any individual or organization by the SUBRECIPIENT without the prior written approval of the GRANTEE, except that, in accordance with SECTION 9 above, HUD and the Controller General or any authorized representatives thereof, shall have access to and the right to examine all records, books, pages, or documents related to the grant.

SECTION 18 - AMENDMENTS

This Agreement may be amended only by mutual consent of all parties and must be reduced to writing

SECTION 19 - SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be judicially held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and, in such an event, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein

SECTION 20 – AGREEMENT EXECUTION

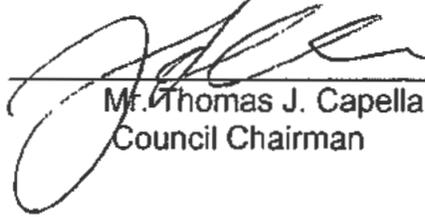
This Agreement is executed in four (4) originals. In TESTIMONY WHEREOF they have executed this agreement, the day and year first above written.

WITNESSES

PARISH OF JEFFERSON

Norma Limer
Bobbi Palmisano

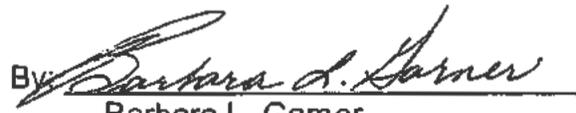
By:


Mr. Thomas J. Capella
Council Chairman

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT
CORPORATION

Norma Limer
Bobbi Palmisano

By:


Barbara L. Garner
Board Chairperson

ATTACHMENT "A"

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction, Jefferson Parish, Louisiana, certifies that:

Affirmatively Further Fair Housing – It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace – It will, or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
2. Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1:
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

5. Notifying the agency in writing within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5 and 6.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

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

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan – The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Aaron F. Broussard, President
Aaron F. Broussard, Jefferson Parish President

8-3-09
Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local employment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Places of Performance (Street address, city, county, state, zip code)

**Jefferson Parish Community Development Department
1221 Elmwood Park Blvd., Suites 404 & 605
Jefferson, LA 70123**

Check () if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Specific CDBG Certifications

The jurisdiction, Jefferson Parish, Louisiana, certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objectives of Title I of the Housing and Community Development Act of 1974, as amended. (See 24 CFR 570.2 and 24 CFR, part 570)

Following a Plan – It is following a current consolidated plan that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year 2009 shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its notifications, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR 570.608.

Compliance with Laws – It will comply with applicable laws.

Aaron F. Broussard per Paul
Aaron F. Broussard, Jefferson Parish President

8-3-09
Date

ATTACHMENT B

2009 Income Limits – Median Income of \$59,801.00

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
		(0%	To	30%	Median)		
0 – 12,550	0 – 14,350	0 – 16,150	0 – 17,500	0 – 19,400	0 – 20,800	0 – 22,250	0 – 23,700
		(30%	To	50%	Median)		
12,551 – 20,950	14,351 – 23,900	16,151 – 26,900	17,501 – 29,900	19,401 – 32,300	20,801 – 34,700	22,251 – 37,100	23,701 – 39,450
		(50%	To	60%	Median)		
20,951 – 25,140	22,901 – 28,680	26,901 – 32,280	29,901 – 35,880	32,301 – 38,760	34,701 – 41,640	37,101 – 44,520	39,451 – 47,340
		(60%	To	80%	Median)		
25,141 – 33,500	28,681 – 38,300	32,281 – 43,050	35,881 – 47,850	38,761 – 51,700	41,641 – 55,500	44,521 – 59,350	47,341 – 63,150

Attachment C1
LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET

This worksheet should be placed in the project file for any residential property that is assisted with Federal funds. Parts 1 and 2 should be completed for all projects. Parts 3 and 4 should be completed for rehabilitation projects.

Property Owner and Address: _____

Part 1: Exemptions from All Requirements of 24 CFR Part 35

If the answer to any of the following questions is yes, the property is exempt from the requirements of 24CFR Part 35. The regulatory citation of each exemption is cited as additional guidance.

- ❖ Was the property constructed after January 1, 1978? [35.115(a)(1)] YES NO
 - ❖ Is this a zero-bedroom unit? (e.g. SRO, efficiency) [35.115(a)(2)] YES NO
 - ❖ Is this dedicated elderly ¹ housing? (i.e. over age 62) [35.115(a)(3)] YES NO
 - ❖ Is this housing dedicated for the disabled ²? [35.115(a)(3)] YES NO
 - ❖ Has a paint inspection conducted in accordance with 35.1320(a) established that the property is free of lead-based paint? [35.115(a)(4)] YES NO
 - The date of the original paint inspection was _____. An optional paint inspection conducted on _____ confirmed this prior finding.
 - ❖ Has all lead-based paint in the property been identified and removed, and has clearance been achieved as cited below? [35.115(a)(5)] YES NO
 - Clearance was achieved prior to September 15, 2000, and the work was done in accordance with 40CFR Part 745.227(b). YES NO
 - Clearance was achieved after September 15, 2000, and the work was done in accordance with 24CFR Part 35.1320, 1325 and 1340. YES NO
 - ❖ Will a currently vacant unit remain vacant until it is demolished? [35.115(a)(6)] YES NO
 - ❖ Is the property used for non-residential purposes? ³ [35.115(a)(7)] YES NO
 - ❖ Will any rehab exclude disturbing painted surfaces? [35.115(a)(8)] YES NO
 - ❖ Are emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or, to protect the property from further structural damage? (e.g. after natural disaster or fire) [35.115(a)(9)] YES NO
 - ❖ Will the unit be occupied for less than 100 days under emergency leasing assistance to an eligible household? ⁴ [35.115(a)(11)] YES NO
-

Part 2: Limited Exemptions from Specific Hazard Reduction Requirements

The HUD Final Rule allows for limited exemptions from specific requirements due to the characteristics of the rehabilitation work, the structure or the occupants. If the answer to any of the following questions is yes, the grantee and/or occupant may waive certain requirements as described below.

- ❖ Is the amount of painted surface that is being disturbed below "de minimis" levels, as defined below? If so, safe work practices and clearance are not required in that work area.
 - Less than 20 square feet on an exterior surface [35.1350(d)(1)] YES NO
 - Less than 2 square feet in any single interior room [35.1350(d)(2)] YES NO
 - Less than 10% of surface area of an interior/exterior component [35.1350(d)(3)] YES NO

- ❖ Is the unit occupied by an elderly person(s)? If so, relocation of the elderly occupant(s) is not required if complete disclosure of the nature of the work is provided and informed consent is obtained prior to rehabilitation.⁵ YES NO

- ❖ Is a unit that is subject to abatement requirements listed or eligible for listing on the National Register of Historic Places, or does it contribute to a National Register Historic District? If so, the State Historic Preservation Office may request that interim controls be implemented rather than abatement. On-going maintenance and re-evaluation is required. [35.115(13)] YES NO

I have evaluated the site and property, the work specifications, and interviewed the occupants. In my professional opinion, this unit qualifies for the indicated exemption(s).

Signature

Date

¹ Defined as retirement communities or similar types of housing reserved for households composed of one or more persons over age 62, or other age if recognized by a specific Federal housing assistance program. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

² The housing must be a residential property designated exclusively for persons with disabilities, defined as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of impairment, or is regarded by others as having such an impairment. However, if a child under age 6 resides or is expected to reside in such a unit, the unit is not exempt.

³ Except that spaces such as entryways, hallways, stairways, etc. serving both residential and non-residential uses in a mixed-use property are not exempt.

⁴ When a household is provided short-term emergency leasing assistance and will occupy a unit for less than 100 days, the unit is exempt from lead paint regulations. This emergency leasing exemption is attached to the unit, not the family, and is a one-time exemption. After being assisted for a total of 100 consecutive days, the unit becomes subject to regular Subpart K requirements. Multiple families cannot be cycled through the same unit at intervals of less than 100 days under this exemption.

⁵ HUD Interpretive Guidance, April 16, 2001, question # J-24.

Attachment C2
LEAD SAFE HOUSING REQUIREMENTS SCREENING WORKSHEET
Addendum for Rehabilitation Projects
Parts 3 and 4

Parts 3 and 4 of this worksheet should be completed for any residential property that is to undergo rehabilitation with Federal funds. The completed form should be placed in the project file with Parts 1 and 2.

Part 3: Per Unit Level of Rehabilitation Assistance

- | | |
|---|----------|
| A. Average Federal Funding Per Unit | \$ _____ |
| B. Average Per Unit Rehabilitation <u>Hard Costs</u>
(not including costs of lead hazard evaluation and reduction) | \$ _____ |
| C. Lower of A or B | \$ _____ |

Part 4: Approach Required (Based on answer to 3.C., above)

- | | |
|--------------------|---|
| \$0 – \$5,000 | _____ Do No Harm (Test & Repair) |
| \$5,001 - \$25,000 | _____ Identify and Control Lead Hazards |
| \$25,001 and above | _____ Identify and Abate Lead Hazards |

Calculated by _____ Date _____

I have evaluated the site, the specifications, estimated the rehab hard costs and interviewed the occupants. In my professional opinion, this project meets the above requirement for federal lead hazard reduction under 24 CFR Part 35.

Signature

Date

Attachment "D"
BUDGET PROJECT FACE LIFT

	June	July	Aug.	Sept	Oct.	Nov.	Dec.	Jan	Feb	March	April	May
TOTAL REVENUE	\$300,000.00	\$86,000.00	\$12,400.00	\$193,000.00								
PROJECT DELIVERY COST												
Executive Director	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.33	\$3,333.34	\$3,333.34	\$3,333.34
Intake Analyst	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.68	\$2,041.68	\$2,041.68
Housing Inspector	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.66	\$2,041.68	\$2,041.68	\$2,041.68
SUBTOTAL	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.65	\$7,416.70	\$7,416.70	\$7,416.70
Benefits	\$741.66	\$741.66	\$741.66	\$741.66	\$741.66	\$741.66	\$741.66	\$741.66	\$741.66	\$741.68	\$741.68	\$741.68
TOTAL PAYROLL	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.31	\$8,158.38	\$8,158.38	\$8,158.38
Advertising	\$400.00											
Office Equipment /Supplies	\$3,000.00											
Rent/utilities	\$9,980.00											
Phone/Fax/internet	\$3,200.00											
Photographic supplies	\$1,000.00											
Accountant	\$7,200.00											
Program Audit	\$5,500.00											
Insurance	\$18,500.00											
Professional Services (Contractors)	\$151,000.00											
Paint supplies	\$50,000.00											
TOTAL BUDGET	\$350,000.00											

Owner/Occupant Social Security No. Age

Co-Owner/Occupant Social Security No. Age

Property Address (number, street, city, zip code) Phone number (Home) (Work)

Own Rent
 Marital Status (check one): | Single | Divorced | Separated | Married | Widow
 National Origin (check one): | Black | White | Hispanic | Indian | Other

Family Size: Total Household Members: _____ Ages: _____

LIST ALL FAMILY MEMBERS IN YOUR HOME

NAME (Last, First)	Age	Source of Income	Salary	Paid Weekly/Monthly

NOTE: penalty for fraud. State and Federal Laws provide penalties, including fines, imprisonment, or both for persons found guilty of obtaining assistance in the Self-Help Maintenance Program for which they are not eligible by making false statements. If evidence indicates that an individual has willfully violated the law, they will be investigated and subject to possible prosecution.

Please identify the person responsible for picking up your plants upon approval for participation in the program:

Name: _____ Phone: _____

I authorize the Jefferson Parish Department of Community Development to verify any information I have given to obtain required verification to qualify for the Self-Help Maintenance Program.

 Owner/Occupant Signature

 Co-Owner/Occupant Signature

APPLICATION CAN BE MAILED OR DELIVERED TO:

Community Development
 1221 Elmwood Park Boulevard, Suite 605
 Jefferson, Louisiana 70123
 (504) 736-6262

FOR OFFICE USE ONLY

Small family _____ large family _____ elderly _____ female head of house _____

Handicapped – Disability: _____

TOTAL ANNUAL FAMILY INCOME: \$ _____

 Counselor Date | ELIGIBLE
| INELIGIBLE

Comments: _____

Attachment "F1"

MONTHLY REPORT

Period Covered: _____

Subrecipient: _____

Program: _____

Total Household assisted: _____

Income:

_____ - 51% - 80%

_____ - 31% - 50%

_____ - less 30% of median

Origin:

_____ White

_____ Black/African American

_____ Asian

_____ American Indian/Alaskan Native

_____ Native Hawaiian/Other Pacific Islander

_____ American Indian/Alaskan Native & White

_____ Asian & White

_____ Black/African American & White

_____ American Indian/Alaskan Native & Black/African American

_____ Other Multi-Racial

_____ Asian Pacific Islander

_____ Hispanic/Black

_____ Female Head of Household

_____ Elderly

REQUEST FOR PAYMENT
PROFESSIONAL SERVICES

Account No. _____

\$ _____

Account No. _____

\$ _____

Vendor No. _____

PARISH OF JEFFERSON

Type of Services: _____ Period from _____ Thru _____

Contract Date _____ Exp. Date _____ Contract No. _____

Project-Description _____

Authorization: _____
PARAGRAPH SECTION NO. OF CONTRACT

AUTHORIZED CONTRACT AMOUNT \$ _____ **AMOUNT PAID TO DATE \$** _____

Computations: (Attach Additional Sheets if Necessary): _____ Invoice No. _____

PAY →

PAY to: _____

Address: _____

NOTE: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT

Jefferson Parish Department of	Jefferson Parish Department of FINANCE	Architects/Engineers
Director	Director	Name
x	x	x
Signature	Signature	Signature
Date: / /	Date: / /	Date: / /

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

RESOLUTION NO.117097

A resolution authorizing the Parish of Jefferson through the Department of Community Development to disburse payments directly to contractors on behalf of Thompson Thibodeaux Community Development Corporation under Contract No. 55-00010621, dated November 3, 2009 (Resolution Num. 113392) in the amount of \$14,208.60; which represents \$11,408.60 to Phoenix Global and \$2,800.00 to Rodgers & Associates. (Parishwide).

WHEREAS, Community Development has ceased all payments to Thompson Thibodeaux Community Development Corporation due to non-compliance in meeting the Audit Requirements which are required by Louisiana Revised Status (LSA RS) 25:513; and

WHEREAS, Community Development has verified that the contractors have successfully provided services to Thompson Thibodeaux Community Development Corporation and have not been compensated; and

WHEREAS, Jefferson Parish has not paid the primary contractor, Thompson Thibodeaux Community Development Corporation, for these services; and

WHEREAS, funds are available in the budget for this project to the contractors to pay for services provided under the contract.

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

SECTION 1. That the Accounting Department for the Parish of Jefferson is authorized to render payment to Phoenix Global in the amount of \$11,408.60 and Rodgers and Associates in the amount of \$2,800.00 for services provided in conjunction with the Thompson Thibodeaux Community Development Corporation

SECTION 2. That the funds are to be charged to Community Development Block Grant Budget Account No. 21280-1176-139-7331-11833-001

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

YEAS: 5 NAYS: None ABSENT: (2) Thomas, Congemi

The resolution was declared to be adopted on this the 29th day of June, 2011.

THE FOREGOING IS HEREBY
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH, LOUISIANA

Vendor: Thompson Thibodeaux											
Contract 55-6947 per Resolution 101213			Contract 55-9544 per Resolution 110350			Contract 55-10621 per Resolution 113392					
Project Paint Lift Program			Project Face Lift Program			Project Face Lift Program					
Payment Date	Amount	Invoice Number	Payment Date	Amount	Invoice Number	Payment Date	Amount	Invoice Number			
8/12/04	300.00	#0219	6/26/08	10,049.00	9544-01	12/17/10	12,920.00	10621-01			
8/31/04	10,000.00	RES#101213	7/31/08	10,341.89	9544-02	2/4/10	22,315.28	10621-02			
10/26/04	19,014.83	#2	9/2/08	9,918.14	9544-03	3/9/10	10,678.66	10621-03			
1/20/05	40,158.12	6947-03	10/16/08	14,617.19	9544-04	4/20/10	14,894.42	10621-04			
2/18/05	17,547.79	6947-04	11/28/08	46,598.15	9544-05	5/11/10	9,701.60	10321-05			
3/17/05	8,625.07	6947-05	2/3/09	49,279.81	9566-06	6/8/10	28,799.57	10621-06			
4/7/06	9,750.00	6947-06	3/17/09	29,431.75	9544-07	7/6/10	29,615.56	10621-07			
4/7/06	9,750.00	6947-07	4/21/09	20,894.30	9544-08	8/17/10	30,722.99	10621-08			
5/5/05	36,234.38	6947-08	6/2/09	25,691.67	9544-09	9/21/10	32,136.92	10621-09			
5/26/05	30,692.00	6947-09	7/28/09	64,334.35	9544-10		\$ 191,785.00				
6/23/05	9,750.00	6947-10	10/29/09	13,637.43	9544-11						
6/23/05	9,750.00	6947-11		\$ 294,793.68							
6/26/05	9,750.00	6947-12									
7/21/05	27,277.13	6947-13									
8/21/05	9,750.00	6947-14									
8/25/05	32,475.13	6947-15									
2/9/06	4,866.41	6947-16									
5/11/06	19,794.69	6947-17									
	\$ 305,485.55										

July 26, 2004

Mr. Gregory J. Hamilton, Director
Community Planning and Development Division
U. S. Department of Housing and Urban Development
500 Poydras Street, Ninth Floor
New Orleans, LA 70130-3099

Re: Amendment No. 3 to FY-2003 Action Plan
Amendment No. 4 to FY-2003 Action Plan

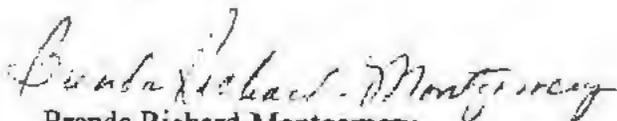
Dear Mr. Hamilton:

Enclosed are three (3) sets of the following documents regarding both Amendment No. 3 and Amendment No. 4 to the FY-2003 Action Plan: the Summary of Changes, the Ordinances adopting those changes, and the Notice publishing the proposed changes and announcing the public hearings on the amendments. Additionally, we have attached three (3) copies of the most current version of the FY-2003 Action Plan Summary which incorporates the changes adopted in both of these amendments. All budget items in this Action Plan Summary have been updated and are current with the authorized costs for the FY-2000 program year.

These amendments were prepared in accordance with the provisions of our Citizen Participation Plan. The required public review and comment period for Amendment No. 3 ran from April 22 to May 24, 2004; and the required public review and comment period for Amendment No. 4 initially ran from May 22 to June 21, 2004, and then was extended to July 21, 2004. No comments, written or verbal, were received on either of these proposed amendments.

If you have any questions or concerns relating to the above, call me at 736-6260.

Sincerely,


Brenda Richard-Montgomery
Director

BRM/HUD.amend3,4-03/nrv

GENERAL REVIEW	INITIAL	DATE
AUTHOR	MBX	7/26
SUPERVISOR	rs	7/28
ACCOUNTANT		

Attachments

- Current Action Plan Summary (includes Amendments 4)
- Ordinance No. 22217 approving Amendment No. 3 (Summary of Changes attached)
- Ordinance No. 22264 approving Amendment No. 4 (Summary of Changes attached)
- Public Notices of proposed amendments and public hearings for each amendment

On joint motion of all Councilmembers present, the following ordinance was offered, as amended:

SUMMARY NO. 21294 ORDINANCE NO. 22217

An ordinance amending the 2004 Capital Budget of Jefferson Parish, and providing for related matters. (Parishwide)

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That the 2004 Capital Budget of Jefferson Parish is amended by adjusting the expenditures within the following projects:

CDBG

Expenditures	
CD3 Paint Program (Project 11337)	\$450,000
Beechgrove Phase II (Project 11311)	(259,858)
Beechgrove Relocation (Project 11313)	(50,000)
Beechgrove – Rehabilitation (Project 11319)	(169,560)
Contingency (Project 11300)	29,418

LASALLE PARK ACQUISITION

Expenditures	
Dickory Ave Extension (Project 58717)	(\$254,200)
Performing Arts Center (Project 58715)	254,200

SECTION 2. That the 2004 Capital Budget of Jefferson Parish is amended by adjusting the revenues and/or expenditures within the following projects:

DRAINAGE CAPITAL PROGRAM

Revenues	
45230-0000-5911.22320 (Trf in fr Drainage)	\$95,000
Expenditures	
Storm Water Quality Program (Project 52355)	95,000

SECTION 3. That the following line item transfer within 2004 Capital Budget of Jefferson Parish is hereby authorized

COURTHOUSE COMPLEX

Expenditures	
45850-4085-7699.9 (Project 58513 - Other Misc Exp)	(\$90,000)
45850-4085-7911.39040 (Project 58513 - Trf to 2 nd PC Sinking)	90,000

SECTION 4. 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 26th day of May, 2004, 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

Amendment No. 3 to the FY-2003 Action Plan
(Summary of Changes):

ADD THE FOLLOWING CDBG PROJECT/ACTIVITY:

HOUSING – DISTRICT 3 – PAINT PROGRAM

A program designed to provide free exterior painting and minor house repairs to fifty (50) eligible homeowners in Council District 3. Account No. 21280-1176-139-XXXX-11337-001 Current Budget: \$ 0; Proposed Budget: \$450,000 (Increase of \$450,000.00).

DELETE THE FOLLOWING CDBG PROJECTS/ACTIVITIES:

BAYOU SEGNETTE – BEECHGROVE – REDEVELOPMENT – PHASE III

This phase of the Beechgrove redevelopment efforts involves a plan to expand the Community on the north side of East Claiborne Parkway by developing parcel "E" for single-family housing. Account No. 21280-1173-003-XXXX-11311-001 Current Budget: \$259,858; Proposed Budget: \$0 (Decrease of \$259,858.00).

HOUSING – BEECHGROVE - RELOCATION

A program that provides funding for the temporary relocation of residents in Beechgrove to expedite the housing rehabilitation or replacement process. Account No. 21280-1173-002-XXXX-11313-001 Current Budget: \$50,000; Proposed Budget: \$0 (Decrease of \$50,000.00).

REVISE THE FOLLOWING CDBG PROJECT/ACTIVITY:

HOUSING – BEECHGROVE – REHABILITATION

Construction management oversight to insure the successful rehabilitation/ redevelopment of the Beechgrove rental complex. Account No. 21280-1173-003-XXXX-11319-001 Current Budget: \$ 284,535; Proposed Budget: \$114,975 (Decrease of \$169,560.00).

CONTINGENCY

Increased to provide for the addition and deletion of the projects listed above. Account No. 21280-1172-139-XXXX-11300-001 Current Budget: \$ 47,684; Proposed Budget: \$77,102 (Increase of \$29,418.00).

Notices	Notices
	<p>9930 Legal Notices</p> <p>HOUSING - BEECHGROVE - RELOCATION A program that provides funding for the temporary relocation of residents in Beechgrove to expedite the housing rehabilitation or replacement process. Current Budget: \$50,000; Proposed Budget: \$0 (Decrease of \$50,000).</p>
<p>9930 Legal Notices</p> <p>PUBLIC NOTICE JEFFERSON PARISH COMMUNITY DEVELOPMENT DEPARTMENT</p> <p>Amendment No. 3 to the FY-2003 Action Plan</p> <p>In accordance with federal guidelines, Jefferson Parish is publishing this summary of changes proposed in this amendment to the CDBG component of the FY-2003 Action Plan so that citizens affected by these changes will have the opportunity to examine its contents and submit comments and views to Jefferson Parish. If deemed appropriate, Jefferson Parish may modify this proposed amendment prior to submitting said amendment to the U.S. Department of Housing and Urban Development. Jefferson Parish will make the FY-2003 Action Plan and other information regarding this amendment available to the public. The proposed changes to projects or activities are described below.</p> <p>A PUBLIC HEARING ON THE PROPOSED AMENDMENT WILL BE HELD AT THE REGULARLY SCHEDULED MEETING OF THE JEFFERSON PARISH COUNCIL ON WEDNESDAY, MAY 26, 2004 AT 8:00 A.M. IN THE WESTBANK COUNCIL CHAMBERS ON THE 2ND FLOOR OF THE NEW COURTHOUSE BUILDING LOCATED AT 300 DERBIGNY STREET IN GRETNA, LA WHERE THIS AMENDMENT WILL BE ON THE AGENDA FOR COUNCIL ACTION.</p> <p>SUMMARY OF CHANGES</p> <p>AMENDMENT NO. 3 TO THE FY-2003 ACTION PLAN WILL RESULT IN THE FOLLOWING:</p> <p>ADD THE FOLLOWING CDBG PROJECT/ACTIVITY: HOUSING - DISTRICT 3 - PAINT PROGRAM Program designed to provide free exterior painting and minor repairs to fifty (50) homesites. Current Budget: \$0; Proposed Budget: \$450,000 (Increase of \$450,000).</p> <p>DELETE THE FOLLOWING CDBG PROJECTS / ACTIVITIES: BAVOU SEGNETTE - BEECHGROVE - REDEVELOPMENT - PHASE II This phase of the Beechgrove redevelopment efforts involves a plan to expand the Community on the north side of East Claiborne Parkway by developing parcel 'E' for single-family housing. Current Budget: \$759,858; Proposed Budget: \$0 (Decrease of \$759,858).</p>	<p>REVISE THE FOLLOWING CDBG PROJECT/ACTIVITY: HOUSING - BEECHGROVE - REHABILITATION Construction management oversight to insure the successful rehabilitation/redevelopment of the Beechgrove rental complex. Current Budget: \$ 284,535; Proposed Budget: \$114,975 (Decrease of \$169,560).</p> <p>CONTINGENCY Increased to provide for the addition and deletion of the projects listed above. Current Budget: \$ 47,484; Proposed Budget: \$77,162 (Increase of \$29,678).</p> <p>Citizen comments should be submitted to the Jefferson Parish Department of Community Development, Joseph S. Yenni Parish Office Building, 1221 Elmwood Park Boulevard, Suite 405, Jefferson, LA prior to the close of business (4:30 P.M.) on Monday, May 24, 2004.</p>

COAD# 07-64

Certified Mail No. 7005 1160 0004 3119 4233

December 5, 2007

Ms. Cheryl Breaux, Acting Director
Community Planning and Development Division
U.S. Department of Housing and Urban Development
500 Poydras Street, Ninth Floor
New Orleans, LA 70130-3099

Re: Amendments to FY-2004, 2006, & 2007 Action Plans

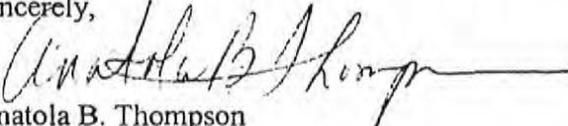
Dear Ms. Breaux:

Enclosed are all documents pertinent to recent amendments to the following Action Plans of the Jefferson HOME Consortium: FY-2004, 2006 & 2007. The most current version of each summary Action Plan incorporates the changes adopted in these amendments, and all budget items in each Action Plan have been updated and are current with the authorized costs for each program year.

These amendments were prepared in accordance with the provisions of our Citizen Participation Plan, and were adopted by Ordinance No. 23182. The required public review and comment period for the amendments ran from Tuesday, October 16th to Wednesday, November 14th. No comments, written or verbal, were received on any of these proposed amendments.

If you have questions or concerns relating to the above, please call me at 736-6259.

Sincerely,


Anatola B. Thompson
Director

ABT/MS/bo

Attachments

GENERAL REVIEW	INITIAL	DATE
AUTHOR	<i>MS</i>	12/5
SUPERVISOR	<i>J</i>	12/4
ACCOUNTANT		

AMENDMENTS of 11/14/07 TRANSMITTED TO HUD
 FY-2007 #1, FY-2006 #5, FY-2004 #9

7005 1160 0000 0911 5007

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com		
NEW ORLEANS LA 70130		
Postage	\$ 1 \$6.65	0023
Certified Fee	2 \$2.85	09
Return Receipt Fee (Endorsement Required)	2 \$3.45	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6 \$6.45	MS 12/07/2007
Sent To	Mrs. Cheryl Breaux, Act. Dir.	
Street, Apt. No., or PO Box No.	U.S. Dept. of Housing & Urban Dev. Com. Plan & Dev. Div.	
City, State, ZIP+4	500 Poydras St., 9th Floor New Orleans, LA 70130-3096	
PS Form 3800, June 2002 See Reverse for Instructions		

FY-2004 Action Plan – Amendment No. 9

FY-2006 Action Plan – Amendment No. 5

FY-2007 Action Plan – Amendment No. 1

ATTACHMENTS

Ordinance No. 23182 adopted on November 14, 2007

Summary of Changes for each amended Action Plan

FY-2004 Action Plan Summary *(current version)*

FY-2006 Action Plan Summary *(current version)*

FY-2007 Action Plan Summary *(current version)*

Public Notice – published on Monday, October 15, 2007

AMENDMENTS of 11/14/2007 TRANSMITTED TO HUD
 FY-2007 #1, FY-2006 #5, FY-2004 #9
 (Notice of Receipt)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Wayne Severin</p> <p>C. Date of Delivery 12-10-2007</p>
<p>1. Article Addressed to:</p> <p>Ms. Cheryl Breau, Acting Dir. U.S. Dept. Housing & Urban Dev. Com. Planning & Dev. Div. 500 Poydras St., 9th Floor New Orleans, LA 70130-3099</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7005 1160 0004 3119 4233</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

FY-2007 - Amendment No. 1

Summary of Changes

Add the Following Projects:

PARISHWIDE – HOUSING – PROJECT NEW COAT

A program designed by the Thompson / Thibodeaux Community Development Corporation to provide exterior painting and minor home repairs to low to moderate income homeowners.

Current Budget - 0; Proposed Budget - \$300,000; Increase - \$300,000.

PARISHWIDE – HOUSING – ELEVATION OF STRUCTURES

A program operated by the Emergency Management and Community Development departments that is designed to help low income homeowners [who have experienced repetitive flooding] meet FEMA flood requirements.

Current Budget - 0; Proposed Budget - \$30,000; Increase - \$30,000.

GRETNA -- PUBLIC SERVICE – COMPUTER AND TECHNOLOGY TRAINING CENTER

A program sponsored by the Gretna Community Center that includes internet training designed to assist participants with such things as research, job listings, information sites, and access to arts, science, history, math, health, and other topics or issues.

Current Budget - 0; Proposed Budget - \$30,000; Increase - \$30,000.

Revise the Following Projects:

PARISHWIDE -- HOUSING – REPAIR ON WHEELS

A program operated by VOA that provides minor home repairs for low to moderate income homeowners 60 years and older. (This proposed budget revision only involves a shift of VOA funding from FY-2006 to meet current program year needs.)

Current Budget - \$150,000; Proposed Budget - \$275,000; Increase - \$125,000.

PARISHWIDE – DRAINAGE

This project will involve improvements to ditches, canals, etc. in low to moderate income areas to meet current parish drainage standards and reduce flooding.

Current Budget - \$750,000; Proposed Budget - \$450,000; Decrease - \$300,000.

PARISHWIDE -- CONTINGENCY

Current Budget - \$234,070; Proposed Budget - \$174,070; Decrease - \$60,000.

TOTAL GRANT

Current \$3,717,856; Proposed - \$3,842,856; Increase - \$125,000 (rolled forward from FY-2006)

**JEFFERSON HOME CONSORTIUM
FY-2007 ACTION PLAN SUMMARY**

Amendment No. 1

Authorized by Ordinance No. 23182 Adopted on November 14, 2007

CDBG PROGRAM ACTIVITIES

1. PUBLIC FACILITIES AND IMPROVEMENTS:

DRAINAGE: PARISHWIDE

\$ 450,000

This project will involve improvements to ditches, canals, etc. in low to moderate income areas that will meet current parish drainage standards and reduce flooding.

STREETS: PARISHWIDE

\$ 550,000

This project will involve improvements to various streets in low to moderate income areas that will include road base repairs, concrete or asphalt resurfacing, and minor drainage adjustments as needed to meet roadway standards.

ACTIVITY DELIVERY COST

\$ 100,000

TOTAL PUBLIC FACILITIES AND IMPROVEMENTS

\$ 1,100,000

CDBG PROGRAM ACTIVITIES

[continued]

2. PUBLIC SERVICES:

HOMELESS: CARE CENTER at HOPE HAVEN	\$ 100,000
Partial funding of the operation costs of a 36-bed center operated by Catholic Charities of New Orleans which provides a shelter and other services for homeless families.	
HOMELESS: MATCH FOR SHP PROGRAMS	\$ 20,000
Partial funding of the local match required for the services portion of the various supportive housing programs operated by members of the Alliance for the Homeless and granted on a national competitive basis by HUD in 2007.	
HOMELESS: RESOURCES FOR HUMAN DEVELOPMENT	\$ 20,000
This program provides outreach to the hard-to-serve homeless population living on the streets, some of whom initially refuse shelter services. It is an integral part of Jefferson Parish's Continuum of Care.	
HOUSING: COUNSELING & HOMEOWNERSHIP TRAINING	\$ 150,000
Program operated by JeffCAP that provides counseling and education in fair housing, real estate, related legal housing issues, credit, financial literacy and other housing issues to potential first-time homebuyers.	
EDUCATION: COMPUTER TRAINING CENTER	\$ 30,000
A program sponsored by the Gretna Community Center that includes internet training designed to assist participants with such things as research, job listings, information sites, and access to arts, science, history, math, health, and other topics or issues.	
ACTIVITY DELIVERY COST	\$ 56,000
TOTAL PUBLIC SERVICES	\$ 376,000

CDBG PROGRAM ACTIVITIES

[continued]

3. HOUSING PROGRAMS:

REPAIR ON WHEELS - VOA	\$ 275,000
Minor home repairs for low to moderate income homeowners 60 years and older operated by Volunteers of America.	
ELEVATION OF STRUCTURES	\$ 30,000
A program operated by the Emergency Management and Community Development departments that is designed to help low income homeowners who have experienced repetitive flooding meet FEMA flood requirements.	
PROJECT NEW COAT	\$ 300,000
A program designed by the Thompson / Thibodeaux Community Development Corporation to provide exterior painting and minor repairs to low to moderate income homeowners.	
ACTIVITY DELIVERY COST	\$ 370,000
TOTAL HOUSING PROGRAMS	\$ 975,000

4. PROGRAM ADMINISTRATION and OTHER EXPENSES:

GENERAL ADMINISTRATION	\$ 589,270
INDIRECT COST	\$ 153,291
SECTION 108 LOAN REPAYMENTS	\$ 475,225
Repayment on defaulted Section 108 loan made to Kenneth Gordon, Ltd.	
CONTINGENCY	\$ 174,070
TOTAL ADMINISTRATION & OTHER EXPENSES	\$ 1,391,856
TOTAL CDBG PROGRAM ALLOCATION	\$ 3,842,856

CDBG RECAP:

PUBLIC FACILITIES and IMPROVEMENTS	\$ 1,100,000
PUBLIC SERVICES	376,000
HOUSING	975,000
OTHER EXPENSES and ADMINISTRATION	1,391,856
FUNDS ROLLED FORWARD	<u>125,000</u>
	\$ 3,842,856

ESG PROGRAM ACTIVITIES

CARE CENTER at HOPE HAVEN	\$ 161,117
Partial funding of the operation costs of a 36-bed center operated by Catholic Charities of New Orleans which provides a shelter and other services for homeless families.	
TOTAL ESG PROGRAM ALLOCATION	\$ 161,117

HOME PROGRAM ACTIVITIES

OWNER-OCCUPIED REHABILITATION PROGRAM	\$ 650,042
A program that offers home owners deferred grants up to \$60,000 (with a possible loan in combination) to bring existing single family units up to applicable electrical, mechanical, plumbing, and building codes and to the Housing Quality standards established by HUD. Jefferson Parish-\$275,255; City of Kenner-\$234,477; St. Charles Parish-\$40,310	
REPLACEMENT HOUSING PROGRAM	\$ 400,000
A program that assists home owners with rebuilding or replacing a sub-standard home deemed not suitable for rehabilitation. The program offers deferred loans up to \$60,000 and repayable loans up to \$35,000 at 3% up to 30 years. Replacement units must be comparable to the original unit in terms of size, style, and amenities. Such a unit can be an existing house moved to the site, a mobile home, a modular home, or a new site-built unit.	
CHDO SET-ASIDE	\$ 341,803
CHDO's housing development activities and projects as per HUD regulations.	
FIRST-TIME HOMEBUYER PROGRAM	\$ 200,000
A program that assists first-time home buyers in purchasing homes by subsidizing closing costs and/or down-payment requirements in conjunction with conventional mortgage loans. All loans are subject to debt ratio and occupancy requirements, property standards, training and loan principles, etc. as per Jefferson Parish and HOME program requirements. [HOME grant \$158,973, ADDI grant \$41,027]	
DEVELOPMENTAL FUNDING POOL	\$ 500,000
A program that provides deferred loans up to \$20,000 for closing costs and down payment assistance for qualified homebuyers purchasing newly constructed or substantially rehabilitated houses not exceeding the HUD 203(b) mortgage value limit. All loans are subject to debt ratio and occupancy requirements, property standards, training and loan principles, etc as per Jefferson Parish and HOME program requirements.	
ADMINISTRATION	\$ 227,869
Jefferson Parish-\$201,634; City of Kenner-\$16,413; St. Charles Parish-\$9,822.	
TOTAL HOME PROGRAM ALLOCATION	\$ 2,319,714
[HOME Grant - \$2,278,687 and ADDI Grant - \$41,027]	

Notices

9930 Legal Notices

Public Notice
Jefferson Parish Community Development Department
Amendments to the FY 2004, 2005 & 2007 Action Plans (Budgets)

A PUBLIC HEARING ON THESE PROPOSED AMENDMENTS HAS BEEN SCHEDULED FOR THE REGULARLY SCHEDULED MEETING OF THE JEFFERSON PARISH COUNCIL ON WEDNESDAY, NOVEMBER 14, 2007 AT 10:00 A.M. IN THE EASTBANK COUNCIL CHAMBERS ON THE 2ND FLOOR OF THE JOSEPH S. YENNI BUILDING, 1221 ELMWOOD PARK BLVD., JEFFERSON, LOUISIANA WHERE THESE AMENDMENTS WILL BE ON THE AGENDA FOR COUNCIL ACTION.

Summary of Changes

Amendment No. 1 to FY-2007

Add the Following Projects:

PARISHWIDE - HOUSING - PROJECT NEW COAT
A program designed by the Thompson / Thibodeaux Community Development Corporation to provide exterior painting and minor home repairs to low to moderate income homeowners.
Current Budget - 0; Proposed Budget - \$300,000; Increase - \$300,000

PARISHWIDE - HOUSING - ELEVATION OF STRUCTURES
A program operated by the Emergency Management and Community Development departments that is designed to help low income homeowners who have experienced repetitive flooding that meet FEMA flood requirements.
Current Budget - 0; Proposed Budget - \$30,000; Increase - \$30,000

GRETNA - PUBLIC SERVICE - COMPUTER AND TECHNOLOGY TRAINING CENTER
A program sponsored by the Gretna Community Center that includes internet training designed to assist participants with such things as research, job listings, information sites, and access to arts, science, history, math, health, and other topics or issues. Cost are for equipment and computers only.
Current Budget - 0; Proposed Budget - \$30,000; Increase - \$30,000.

Revise the Following Project:

PARISHWIDE - HOUSING - REPAIR ON WHEELS
A program operated by VOA that provides minor home repairs for low to moderate income homeowners 60 years and older. (This proposed budget revision only involves a shift of VOA funding from FY-2006 to meet current funding level in one year's budget.)
Current Budget - \$150,000; Proposed Budget - \$275,000; Increase - \$125,000.

PARISHWIDE - DRAINAGE
This project will involve improvements to ditches, canals, etc. in low to moderate income areas to meet current parish drainage standards and reduce flooding.
Current Budget - \$750,000; Proposed Budget - \$450,000; Decrease - \$300,000.

PARISHWIDE - CONTINGENCY
Current Budget - \$334,070; Proposed Budget - \$174,070; Decrease - \$160,000.

TOTAL GRANT: Current - \$2,172,896; Proposed - \$3,842,496; Increase - \$1,669,600 - rolled forward from FY-2006

Amendment No. 3 to FY 2006

Notices

9930 Legal Notices

Revise the Following Project:

PARISHWIDE - HOUSING - REPAIR ON WHEELS
A program operated by VOA that provides minor home repairs for low to moderate income homeowners 60 years and older. Funds are to be added to FY 07 for ease of administering budget.
Current Budget - \$175,000; Proposed Budget - \$50,000; Decrease - \$125,000.

MARRERO - PUBLIC FACILITY - COMMUNITY CENTER
This project involves the design and construction of a new multi-purpose center to replace the MLK center damaged by Hurricane Katrina. The project will also include parking, landscaping and other appropriate site improvements. The proposed site is parish owned property on Ames Blvd. located next to the health center. NOTE: Project budget also includes \$500,000 in FY-2005 Action Plan.
Current Budget - \$470,000; Proposed Budget - \$791,000; Increase - \$321,000.

PARISHWIDE - CONTINGENCY
Current Budget - \$152,933; Proposed Budget - \$258,933; Increase - \$106,000.

Delete the Following Project:

PARISHWIDE - SECTION 108 LOAN REPAYMENTS
Repayment of defaulted loan made to Kenneth Gordon, Ltd.
NOTE: This year's payout made primarily from the defeasement account.
Current Budget - \$457,000; Proposed Budget - 0; Decrease - \$457,000

TOTAL GRANT: Current - \$5,137,903; Proposed - \$5,012,503; Decrease - \$125,400 - to be rolled forward to FY-2007

Amendment No. 9 to FY 2004

Revise the Following Project:
TALLOW TREE - PUBLIC SERVICE - ENRICHMENT PROGRAMS
A program run by Operation Reach to provide youth and education services in the Tallow Tree community.
Current Budget - \$38,923; Proposed Budget - \$70,000; Increase - \$31,177.

PARISHWIDE - CONTINGENCY
Current Budget - \$163,493; Proposed Budget - \$137,306; Decrease - \$26,187.

In addition to attending the hearing, citizens are invited to submit comments to the Jefferson Parish Department of Community Development at 1221 Elmwood Park Blvd., Suite 605, Jefferson, LA 70123 prior to the close of business (4:30 PM) on

Notices

9930 Legal Notices

Tuesday, November 13, 2007.

Anetola Thomason, Director
Aaron F. Broussard
Community Development
Parish President

FOR OFFICE USE ONLY

Small family large family elderly female head of house

Handicapped - Disability: _____

TOTAL ANNUAL FAMILY INCOME: \$ 10,260

Counselor *Sandra M. [unclear]* Date 05.19.08 ELIGIBLE
INELIGIBLE

Comments: _____

0-0064

856-28

12

10,275.00

HW

|

FOR OFFICE USE ONLY

Small family 1 large family _____ elderly _____ female head of house _____

Handicapped - Disability: _____

TOTAL ANNUAL FAMILY INCOME: \$ 11,590⁰⁰

Counselor [Signature]

Date 4.07.09

ELIGIBLE
INELIGIBLE

Comments: _____

0-0064

967-20

12

11,600-40

Not

FOR OFFICE USE ONLY

Small family large family elderly female head of house

Handicapped - Disability:

TOTAL ANNUAL FAMILY INCOME: \$ 10,500

Counselor *[Signature]* Date 6.15.09 ELIGIBLE
 INELIGIBLE

Comments:

2009 income limits

30% to 50% Median

1,380.40
12
14,566.80

the

SOCIAL SECURITY ADMINISTRATION

Date: December 23, 2008
Claim Number: [REDACTED]

[REDACTED]
BRIDGE CITY LA 70096-9066

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Current Social Security Benefits

Beginning December 2008, the full monthly Social Security benefit before any deductions is.\$ 1380.40

We deduct \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment is.....\$ 1380.00
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the second Wednesday of each month.

Exhibit A

User ID: C07418
User Role:
 Grantee
Organization:
 JEFFERSON PARISH
 - [Logout](#)

Plans/Projects/Activities	Funding/Drawdown	Grant	Grantee/PJ	Reports
You have 26 CDBG and 7 HOME activities that have been flagged. Click here to go to the review page.				

Activity

Search Activities

Activity
 - [Search](#)
 - [Review](#)
 - [CDBG Cancellation](#)

Search Criteria

Program: **IDIS Project ID:** **Status:**

Activity Name: **IDIS Activity ID:**

Program Year: **Grantee/PJ Activity ID:** **Activity Owner:**

Project
 - [Search](#)

Consolidated Plans
 - [Search](#)

Annual Action Plans
 - [Search](#)

|

Utilities
 - [Home](#)
 - [Data Downloads](#)
 - [Print Page](#)
 - [Help](#)

Links
 - [Rules of Behavior](#)
 - [RAMPS](#)
 - [Support](#)
 - [CPD Home](#)
 - [HUD Home](#)

Results Page 3 of 8

Activity Name	Program Year/Project ID	IDIS Activity ID	Grantee/PJ Activity ID	Status	Activity Owner	Action
Jefferson Parish "Home of My Own"	2008/6	2705	13366-002-003	Completed	JEFFERSON PARISH, LA	View
08 Housing-Replacement	2008/4	2694	11835	Completed	JEFFERSON PARISH, LA	View
08 Housing Owner Rehab	2008/4	2693	11834	Completed	JEFFERSON PARISH, LA	View
08 Housing-Paint Thompson Thibideaux	2008/4	2692	11833	Completed	JEFFERSON PARISH, LA	View
08 PF BV D. Watson Community Center	2008/2	2691	11813	Completed	JEFFERSON PARISH, LA	View
08 PI Water-Jefferson Ave	2008/2	2690	11812	Completed	JEFFERSON PARISH, LA	View
St. Charles Parish Rehab	2008/6	2645	13369-001-001	Completed	JEFFERSON PARISH, LA	View

1. Introduction

The **Integrated Disbursement and Information System (IDIS) OnLine** system is sponsored by the Office of Community Planning and Development (CPD) within the Department of Housing and Urban Development (HUD). IDIS OnLine is a web application that provides financial disbursement, tracking, and reporting for the CPD formula grant programs. Its primary purpose is to enable HUD grantees to drawdown program funds and report on the activities and accomplishments outlined in each jurisdiction's Consolidated Plan. IDIS OnLine provides timely performance information regarding accomplishments achieved with the use of program funds, pursuant to the Government Performance and Results Act of 1993 (GPRA) and the specific requirements of the formula programs administered by CPD. IDIS OnLine is used by the following grant programs:

- Community Development Block Grant Program (CDBG)
- HOME Investment Partnership Program (HOME)
- Emergency Shelter Grants (ESG)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Tax Credit Assistance Program (TCAP)*
- Homeless Prevention and Rapid Re-housing Program (HPRP)*
- Community Development Block Grant Recovery program (CDBG-R)*

*American Recovery and Reinvestment Act (ARRA) grant program

1.1 MicroStrategy Reports and Data Download Functionality

IDIS OnLine uses a tool called MicroStrategy to generate reports. Microstrategy is fully and seamlessly integrated with IDIS OnLine. Reports will pop up in a separate browser window. Once you are in IDIS OnLine, you can perform all the same functions you used to do in the Legacy IDIS system, plus now you can view, print, and save reports easily with fewer steps. For instance, you do not need to FTP files; reports simply pop up in a browser window.

As of June 19, 2009, IDIS OnLine includes only the following reports: PR01, PR02, PR03, PR06, PR07, PR08, PR14, PR22, PR23, PR25, PR26, PR27, PR35.

The following reports will be added in August: PR09, PR28, PR80, PR81, PR82, PR83, PR84, PR85.

The following reports will be added in September: PR05, PR10, PR11, PR12, PR13, PR15, PR16, PR17, PR19, PR30, PR33, PR34, PR36, PR56, PR77, PR78, PR79.

Exhibit B

On motion of Mr. Lee, seconded by Mr. Young, the following resolution was offered as amended:

RESOLUTION NO. 101213

A resolution authorizing the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation to execute a SUBRECIPIENT Agreement setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$ 450,000.00 for the Project Paint Lift Program (Council District 3).

WHEREAS, the budget ordinance providing for the program funding is to be adopted at the May 26th 2004 Council meeting, by the Parish Council, and;

WHEREAS, this agreement will enable Thompson Thibodeaux Community Development to administer a Project Paint Lift Program in the Parish of Jefferson to provide exterior painting and minor home repairs to sixty (60) low and moderate income homeowners in Jefferson Parish, District Three (3)

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

SECTION 1. That the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation execute a SUBRECIPIENT Agreement which sets forth the terms and conditions, scope of services and proposed budget for the Project Paint Lift Program.

SECTION 2. That the Parish shall make an initial \$10,000.00 advance payment to Thompson Thibodeaux Community Development upon contract signing to cover administrative costs.

SECTION 3. That the budget for the Project Paint lift Program in an amount not to exceed \$450,000,00 be charged to Community Development Block Grant Budget Account No. 21280-1176-139-xxxx-11337-001.

SECTION 4. That the Chairman of the Jefferson Parish Council or in his absence the Vice Chairman, be and is hereby authorized to sign said executed contract.

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 26th day of May, 2004.

**REQUEST FOR PAYMENT
PROFESSIONAL SERVICES**

Account No. 21280-1170 (139-983)1-
 \$ #337-001
 Account No. 21280-1170-139 (9331-)
 \$ 11337-001

PARISH OF JEFFERSON

Type of Services: Housing Period from _____ Thru _____

Contract Date _____ Exp. Date _____ Contract No. _____

Project Description Parish-Wide Paint Program

Authorization: Resolution No. 101213

PARAGRAPH / SECTION NO OF CONTRACT
AUTHORIZED CONTRACT AMOUNT \$ 450,000.00 PAID TO DATE \$ -0-

Computations: (Attach Additional Sheets if Necessary): INVOICE NO. 1

Contracted Amount	\$ 450,000.00
Less: Previously Paid	- 0 -
Less: This Pay Request	29,014.83
Remaining Budget	<u>\$ 420,985.17</u>

PAY to: Thompson - Thibodeaux Community Dev. Corp. \$29,014.83 ← PAY

Address: _____

NOTE: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT

DEPARTMENT OF _____

FINANCE DEPARTMENT

ARCHITECTS / ENGINEERS

NAME

BY DIRECTOR

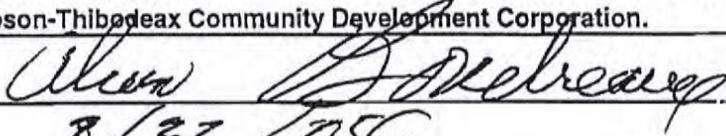
BY

DATE

DATE

DATE

Thompson - Thibodeaux Parishwide Paint Program
PAY REQUEST COVER SHEET
TAX ID 72-1505979

<i>Administration</i>	BUDGET	Less: Previously Paid	Less: This Pay Request	Remaining Budget
Executive Director	\$ 40,000.00	0	\$ 4,871.80	\$ 35,128.20
Intake Analyst	\$ 24,000.00	0	\$ 2,230.00	\$ 21,770.00
Inspector	\$ 22,000.00	0	0	\$ 22,000.00
Payroll Tax Expense	\$ 5,590.00	0	\$ 683.90	\$ 4,906.10
Advertising	\$ 3,500.00	0	\$ 20.12	\$ 3,479.88
Accounting	\$ 6,000.00	0	0	\$ 6,000.00
Consultants	\$ 18,000.00	0	\$ ✓ 7,000.00	\$ 11,000.00
Insurance	\$ 6,660.00	0	\$ 4,614.11	\$ 2,045.89
Office Supplies	\$ 500.00	0	\$ 1,055.54	\$ (555.54)
Photography Supplies	\$ 750.00	0	0	\$ 750.00
\$ 127,000.00				
<i>Project</i>				
Painting Contractors	\$ 288,000.00	0	0	\$ 288,000.00
Painting Supplies	\$ 15,000.00	0	0	\$ 15,000.00
\$ 303,000.00				
<i>Other</i>	\$ 20,000.00	0	\$ ✓ 8,539.36	\$ 11,460.64
	\$ 450,000.00	0	\$ 29,014.83	\$ 420,985.17
TEMPORARY STATEMENT PENDING RESTATEMENT OF BUDGET				
The support and documentation for these expenses is attached. I certify that all expenses presented for reimbursement are accurate and comply with the terms of the contract between Jefferson Parish and the Thompson-Thibodeaux Community Development Corporation.				
Authorized Signature:				
Date:	8/27/04			

Thompson Thibeaux Community Development Corporation, Inc.

Profit & Loss - Paint Program

June 1 through August 27, 2004

Accrual Basis

	<u>Jun 1 - Aug 27, 04</u>
Ordinary Income/Expense	
Income	
Grant Appropriations	
Paint Program	29,014.83
Total Grant Appropriations	<u>29,014.83</u>
Total Income	<u>29,014.83</u>
Gross Profit	29,014.83
Expense	
Advertising	20.12
Insurance Expenses	
General Liability	3,777.11
Workmans Compensation	<u>837.00</u>
Total Insurance Expenses	4,614.11
Office Equipment Expense	2,256.94 [Ⓟ]
Office Supplies	1,055.54
Payroll Expenses	
Executive Director	4,871.80
Intake Specialist	2,230.00
FICA	543.29
Unemployment	140.61
Payroll Expenses - Other	<u>0.00</u>
Total Payroll Expenses	7,785.70
Postage & Delivery	37.00 [Ⓟ]
Printing & Reproduction	34.80
Professional Development	250.00 [Ⓟ]
Rent	1,600.00 [Ⓟ]
Telephone	998.96 [Ⓟ]
Utilities	
Gas & Electric	361.66
Total Utilities	<u>361.66</u> [Ⓟ]
Total Expense	<u>19,014.83</u>
Net Ordinary Income	<u>10,000.00</u>
Net Income	<u><u>10,000.00</u></u>

Ⓟ = Other Expenses

Thompson Thibodeaux Community Development Corporation, Inc.
General Ledger - Paint Program
 June 1 through August 27, 2004

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
Advertising						
Check	07/21/2004	1037	The Times Picayune		20.12	20.12
Total Advertising					20.12	20.12
Insurance Expenses						
General Liability						
Check	08/10/2004	1045	Beyer-Beeson Insurance		2,652.11	2,652.11
Check	08/10/2004	1048	Beyer-Beeson Insurance		1,125.00	3,777.11
Total General Liability					3,777.11	3,777.11
Workmans Compensation						
Check	08/10/2004	1043	L.E.M.I.C.	Workman's Comp.	837.00	837.00
Total Workmans Compensation					837.00	837.00
Total Insurance Expenses					4,614.11	4,614.11
Office Equipment Expense						
Check	06/14/2004	1023	Sam's Wholesale		128.24	128.24
Check	06/14/2004	1022	Office Depot	2 Chairs	240.05	368.29
Check	06/28/2004	1027	Lanier Worldwide, Inc.	Copier	1,738.91	2,107.20
Check	06/28/2004	1025	Sam's Wholesale	2 Chairs	149.74	2,256.94
Total Office Equipment Expense					2,256.94	2,256.94
Office Supplies						
Check	06/14/2004	1023	Sam's Wholesale	Supplies	41.03	41.03
Check	06/16/2004	1024	ICT Computer Services	Software	146.81	187.84
Check	06/28/2004	1026	Office Depot	Supplies	114.84	302.68
Check	06/28/2004	1025	Sam's Wholesale	Paper	34.72	337.40
Check	07/07/2004	1030	Office Depot	Supplies	582.99	920.39
Check	07/21/2004	1036	ICT Computer Services	Software	92.44	1,012.83
Check	07/21/2004	1039	Office Depot	Supplies	25.85	1,038.68
Check	08/19/2004	1050	Office Depot	Supplies	16.86	1,055.54
Total Office Supplies					1,055.54	1,055.54
Payroll Expenses						
Executive Director						
Paycheck	07/15/2004	1035	Alvin . Boudreaux		1,538.46	1,538.46
Paycheck	07/30/2004	10042	Alvin . Boudreaux		1,666.67	3,205.13
Paycheck	08/13/2004		Alvin . Boudreaux		1,666.67	4,871.80
Total Executive Director					4,871.80	4,871.80
Intake Specialist						
Paycheck	07/15/2004	1034	Treva N Meredith		880.00	880.00
Paycheck	07/30/2004	1041	Treva N Meredith		715.00	1,595.00
Paycheck	08/13/2004	1049	Treva N Meredith		635.00	2,230.00

Thompson Thibodeaux Community Development Corporation, Inc.
General Ledger - Paint Program
 June 1 through August 27, 2004

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
Total Intake Specialist						
FICA	07/15/2004	1035	Alvin . Boudreaux		95.38	2,230.00
Paycheck	07/15/2004	1035	Alvin . Boudreaux		22.31	117.69
Paycheck	07/15/2004	1034	Treva N Meredith		54.56	172.25
Paycheck	07/15/2004	1034	Treva N Meredith		12.76	185.01
Paycheck	07/30/2004	10042	Alvin . Boudreaux		103.34	288.35
Paycheck	07/30/2004	10042	Alvin . Boudreaux		24.16	312.51
Paycheck	07/30/2004	1041	Treva N Meredith		44.33	356.84
Paycheck	07/30/2004	1041	Treva N Meredith		10.37	367.21
Paycheck	08/13/2004	1049	Treva N Meredith		39.37	406.58
Paycheck	08/13/2004	1049	Treva N Meredith		9.21	415.79
Paycheck	08/13/2004		Alvin . Boudreaux		103.33	519.12
Paycheck	08/13/2004		Alvin . Boudreaux		24.17	543.29
Total FICA					543.29	543.29
Unemployment						
Paycheck	07/15/2004	1035	Alvin . Boudreaux		30.00	30.00
Paycheck	07/15/2004	1034	Treva N Meredith		17.42	47.42
Paycheck	07/30/2004	10042	Alvin . Boudreaux		33.46	80.88
Paycheck	07/30/2004	1041	Treva N Meredith		14.16	95.04
Paycheck	08/13/2004	1049	Treva N Meredith		12.57	107.61
Paycheck	08/13/2004		Alvin . Boudreaux		33.00	140.61
Total Unemployment					140.61	140.61
Payroll Expenses - Other						
Paycheck	07/15/2004	1034	Treva N Meredith		0.00	0.00
Paycheck	07/30/2004	1041	Treva N Meredith		0.00	0.00
Paycheck	08/13/2004	1049	Treva N Meredith		0.00	0.00
Total Payroll Expenses - Other					0.00	0.00
Total Payroll Expenses					7,785.70	7,785.70
Postage & Delivery						
Check	08/05/2004	1047	Barbara Garner	Reimbursement - Stamps	37.00	37.00
Total Postage & Delivery					37.00	37.00
Printing & Reproduction						
Check	07/09/2004	1032	Kinko's		34.80	34.80
Total Printing & Reproduction					34.80	34.80
Professional Development						
Check	07/02/2004	1029	New Orleans Affordable Homeow...	Supervisors Training Class - 2 partic...	1,700.00	1,700.00
Check	07/27/2004	1040	Jerome McGowan	Workshop	250.00	1,950.00

Thompson Thibodeaux Community Development Corporation, Inc.
General Ledger - Paint Program
 June 1 through August 27, 2004

Accrual Basis

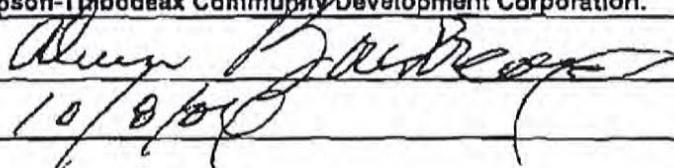
Type	Date	Num	Name	Memo	Amount	Balance
Total Professional Development					1,950.00	1,950.00
Professional Fees						
Consulting						
Bill	07/29/2004		T J Enterprises	Services Mar 30 - July 14, 2004	7,000.00	7,000.00
Total Consulting					7,000.00	7,000.00
Total Professional Fees					7,000.00	7,000.00
Rent						
Check	06/04/2004	1021	Randazzo Center	Deposit & monthly rental fee	1,300.00	1,300.00
Check	07/02/2004	1028	Jefferson Parish Pooled (Alario C...	Lottery Drawing	300.00	1,600.00
Check	07/09/2004	1031	Randazzo Center	July 2004	650.00	2,250.00
Check	08/10/2004	1046	Randazzo Center	August 2004	650.00	2,900.00
Total Rent					2,900.00	2,900.00
Telephone						
Check	07/21/2004	1038	BellSouth		400.00	400.00
Check	08/04/2004	1042	BellSouth		369.91	769.91
Check	08/27/2004	1052	BellSouth		229.05	998.96
Total Telephone					998.96	998.96
Utilities						
Gas & Electric						
Check	07/09/2004	1033	Airnos Entergy		75.00	75.00
Check	08/19/2004	1051	Entergy		286.66	361.66
Total Gas & Electric					361.66	361.66
Total Utilities					361.66	361.66
TOTAL					29,014.83	29,014.83

Thompson - Thibodeaux Parishwide Paint Program
PAY REQUEST COVER SHEET
TAX ID 72-1505979

Administration	BUDGET	Less: Previously Paid	Less: This Pay Request	Remaining Budget
Executive Director	\$ 40,000.00	0	\$ 4,871.80	\$ 35,128.20
Intake Anallist	\$ 24,000.00	0	\$ 2,230.00	\$ 21,770.00
Inspector	\$ 22,000.00	0	0	\$ 22,000.00
Payroll Tax Expense	\$ 5,590.00	0	\$ 683.90	\$ 4,906.10
Advertising	\$ 3,500.00	0	\$ 20.12	\$ 3,479.88
Accounting	\$ 6,000.00	0	0	\$ 6,000.00
Consultants	\$ 18,000.00	\$ 7,000.00	0	\$ 11,000.00
Insurance	\$ 6,660.00	0	\$ 4,614.11	\$ 2,045.89
Office Supplies	\$ 500.00	0	\$ 1,055.54	\$ (555.54)
Photography Supplies	\$ 750.00	0	0	\$ 750.00
\$ 127,000.00				
Project				
Painting Contractors	\$ 288,000.00	0	0	\$ 288,000.00
Painting Supplies	\$ 15,000.00	0	0	\$ 15,000.00
\$ 303,000.00				
Other	\$ 20,000.00	\$ 3,000.00	\$ 5,539.36	\$ 11,460.64
	\$ 450,000.00	\$ 10,000.00	\$ 19,014.83	\$ 420,985.17

TEMPORARY STATEMENT PENDING RESTATEMENT OF BUDGET

The support and documentation for these expenses is attached. I certify that all expenses presented for reimbursement are accurate and comply with the terms of the contract between Jefferson Parish and the Thompson-Thibodeaux Community Development Corporation.

Authorized Signature: 

Date: 10/8/00

TJ ENTERPRISES

PH: 504-329-8279

924 VALMONT STREET, SUITE 202

NEW ORLEANS, LA 70115

FAX: 504-895-0515

DATE: July 29, 2004

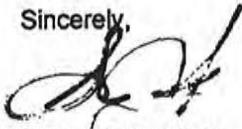
Mr. Alvin Boudreaux, Executive Director
Thompson Thibodeaux Community Development Corporation
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072

Dear Mr. Boudreaux:

Please find attached the invoice for services provided thus far. The invoice is in accordance with the contract between the Thompson Thibodeaux Community Development Corporation and TJ Enterprises. This invoice represents the first draw in the amount of \$7,000.00.

If you should have any questions, please do not hesitate to call.

Sincerely,



Stacey L. Jackson
Consultant

cc: Barbara Garnier, Board President
Ricky Vaughn, Accountant

TJ ENTERPRISES

INVOICE

PH: 504-329-6279

924 VALMONT STREET, SUITE 202

NEW ORLEANS, LA 70115

FAX: 504-895-0515

**Please make checks payable to:
TJ Enterprises**

Due: Upon Receipt

DATE: July 29, 2004
Mr. Alvin Boudreaux, Executive Director
Thompson Thibodeaux Community Development Corporation
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072
340-4444

Meeting: March 30, 2004/April 6, 2004
Prepared Draft Outline of New Coat Program
Meeting: April 13, 2004
Prepared Outline of New Coat Program
Meeting: April 20, 2004
Prepared Changes (as discussed) to Outline of New Coat Program
Prepared Complete New Coat Program Guidelines
Prepared RFP for Paint Suppliers
Prepared RFQ for Paint Contractors
Prepared Newspaper Advertisement for Homeowner Registration
Meeting: June 11, 2004
Prepared Press Release
Coordinated Required Training for staff and interested contractors - Supervision of Lead Abatement Projects
Created/Prepared Lead Safety Policy Manual
Meeting: July 8, 2004
Prepared Advertisement Flyers for Distribution / 1200 Copies/500 Colored Paper/100 Colored copies
Prepared Registration Cards (400 Copies)
Organized Crew to distribute Flyers
On-Site for Registration 7/12/04
On-Site for Registration 7/13/04
On-Site for Registration 7/14/04
Several Telephone Consultations throughout the months of April, May, June and July 2004

TOTAL AMOUNT DUE

\$7,000.00

COMMERCIAL LEASE AGREEMENT

PARTIES: THIS LEASE, dated the 4th day of June, 2004, by and between Alice Randazzo of Randazzo Center (hereinafter "LESSOR") and Thompson Thibodeaux, (hereinafter "LESSEE").

WITNESSETH:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR lease to LESSEE and LESSEE lease from LESSOR, on the terms and conditions herein, the following described premises:

Community Development Corp., Inc.
Suite ~~25~~ 5200 Lapalco Boulevard, Marrero, Louisiana 70072

1. **TERM:** The term of this lease is twelve (12) months commencing June 4, 2004 and expiring June 4, 2005 with options to renew the said lease.
2. **RENTAL PAYMENTS:** LESSEE will pay rental of SIX HUNDRED FIFTY DOLLARS and no/100 (650.00) per month payable on the first of each and every succeeding month. LESSEE has paid LESSOR a (\$650.00) damage deposit on or about _____.
3. **EARLY OCCUPANCY:** In the event LESSEE takes occupancy sooner than the commencement date, the commencement date shall be the date of such occupancy, and the expiration date shall remain unchanged.
4. **DELAYED POSSESSION:** In the event the Leased Premises are not ready for occupancy by the commencement date, due to causes beyond LESSOR's control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided; however, if the delay in occupancy exceeds sixty (60) days, LESSEE, at his option, may cancel this lease.



1031 - A Whitney Ave., Grotna- LA 70056
Tel: 504. 367. 1650 Fax: 504. 366. 8400
Email: support@ictcomputer.com

Year 2004

Company Barbara Garner Contact (C) [Redacted] Date 6/10/2004
Address _____ Phone _____ Fax _____
Other(s): (H) [Redacted] Invoice _____

CD.Rom _____ Ram 32MB F.Drive _____ Mouse _____ Software _____
Monitor _____ V.Card _____ NW.Card _____ USB Port _____ DVD Drive _____
Case _____ S.Card _____ H.Drive _____ Cable _____ Application _____
K.Board _____ CPU Cyrix 200 Modem _____ Printer _____ Other _____

Description of problems: clean up system, load up word + excel
DSL - Bell South
Cyrix 200 w/ 32mb ram

*** Description of Service(s) ***

Technician:	Date:	Time In:	Out:
V.Card	\$	F.Drive	\$
S.Card	\$	Case	\$
NW.Card	\$	Modem	\$
K.Board	\$	M.Board	\$
CPU <u>462 500</u>	\$ <u>25</u>	H.Drive	\$
Ram <u>128 mb</u>	\$ <u>50</u>	Monitor	\$
Speakers	\$	Mouse	\$
CD/DVD	\$	USB Port	\$
P.Supply	\$	CD-RW	\$
Other (s)	\$	Other (s)	\$

Solution: Thompson T & Williams used - upgrade CPU
W. T. & D. - upgrade memory
* Clean up system
virus clean up
load excel office 2000
Setup DSL modem

Shop \$60/hr: 1 Onsite \$75/hr: _____ NW \$85/hr: _____ Net-Work Cabling / Per drop \$95: _____
Hardware: \$ 75 Tax 8.75%: \$ 11.81 Deposit: \$ _____ Total Amount Due \$: 146.81

Complete: ✓ Memo: _____
Customer Signature: Barbara S. Garner 6/16/04

OFFICE SUPPLY
 1500 W. BROAD ST. #200
 MEMPHIS, TN 38103
 901.525.9444

Employee #20798 05/29/09 15:05
 Store #0008 Reg #014 Term #5224
 SALE POS #000000000000

038576932654 OFFICE SUPPLY	
2 @ 6.53	13.06
051111468753 3M 5025 24 X 36	
1 @ 12.99	12.99
042491831503 3M 5025 24 X 36	
2 @ 2.11	4.22
071912670933 3M 5025 24 X 36	
1 @ 14.99	14.99
038576428058 PLNR, 13H, 8X9, 87	
2 @ 15.40	30.80
022473151820 CONF. BUS. CAPITAL	
1 @ 6.37	6.37
072782052676 LABEL 15000, 24000	
1 @ 11.25	11.25
072782052607 LABEL 15000, 24000	
1 @ 11.25	11.25
	SUBTOTAL 104.60
	LA 8.75% SALES TAX 9.14
	TOTAL 113.74

CHECK 011025 113.74

MEMBER INFORMATION
 For a complete list of
 our 40,000+ products,
 visit our website at
 www.officedepot.com
 or call 1-800-462-6262

MEMBER # 111468753
 Office Depot® is a leading provider
 of office supplies and solutions.
 For more information, visit our
 website at www.officedepot.com or
 call 1-800-462-6262.



Telephone
for T/T CDE

6/10/04
16/8

OFFICE DEP
1500 W. BANK EXPWY.
HARVEY, LA 70058
504-368-9731

Office
Supplies
for T/T CDE

6/10/04

OFFICE DEP
1500 W. BANK EXPWY.
HARVEY, LA 70058
504-368-9731

16/8

Employee 31340 06/10/04 13:08
 Store #0056 Res #002 Tran #4682
 TELEMKT PYMT POS Version 4.15
 REG. ENTRY # 2437648120019
 TELEMARKETING PAYMENT 217.39
 CHECK 001022 217.39
 APPROVAL CODE 044128

Employee 31340 06/10/04 13:09
 Store #0056 Res #002 Tran #4683
 SALE POS Version 4.15
 722368513408 3BITN SCROLL MOUSE 7.85
 1 @ 7.85
 722868387313 KEYBRD.F8E206.BELK 12.99
 1 @ 12.99
 SUBTOTAL 20.84
 LA 8.75% SALES TAX 1.82
 TOTAL 22.66
 CHECK 001022 22.66



L29I01030X3H0BX

 For a chance to Win
 One of 40-\$100 or 1-\$1000
 Quarterly Shopping Sprees!
 See store for Contest Rules.
 Visit us at
 www.od.bizrate.com
 ID: GYKJ9 P7CL9 JZHP1



L29I01033X3H0BX

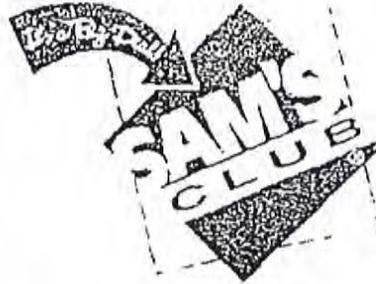
217.39
 22.66

 240.05

T/I CDC
check # 1023

6/14/04

Our Business Is Saving
Your Business Money.



CLUB MANAGER STEPHEN GORE
(504) 361 - 3966
Fax and Pull # (504)368-6083
HARVEY, LA

06/14/04 13:32 2303 8221 004 1272

U MEMBER 101-10660782491

THANK YOU,
SOUTHERN QUALITY HOME HEALTH

SUSPEND ITEMS FOLLOW

2 @ 5.46	
741232 MAGIC 3 PK.	10.92 T
712123 #10 ENVELOPE	5.63 T
717137 #6 3/4 ENV.	9.14 T
784519 ATOMIC CLOCK	14.86 T
2 @ 49.88	
837432 TASK CHAIR	99.76 T
652857 FILE FOLDER	5.46 T
392414 STAPLER	9.88 T

SUSPEND ITEMS COMPLETE

SUBTOTAL	155.65
TAX 1 4.750 x	7.39
TAX 2 4.000 x	6.23
TOTAL	169.27
CHECK TEND	169.27
CHANGE DUE	0.00

Equipment 128.24
Supplies 41.03
Total 169.27

ITEMS SOLD 9

TC# 4051 5665 0426 4192 2178 2



See how we can save you money. Join us
at the contractors event on June 24.
06/14/04 13:34:18



ORDER AGREEMENT

00387.78934

OFFICE 773	OFFICE NAME New Orleans	DELIVERING OFFICE NUMBER 773	SPSN NAME AND NUMBER Harris, Linda J. 78934
DATE 06/23/2004	TYPE OF SALE Sales Agreement	DELIVERING SPSN NAME AND NUMBER WALKER, JOHN 80141	
SHIP TO		BILL TO	
NAME THOMPSON/THIBODEAUX COMMUNITY DEVELOPMENT CORP		NAME: THOMPSON/THIBODEAUX COMMUNITY DEVELOPMENT CORP	
ADDRESS: 5200 LAPALCO BLD, <i>Suite #5</i>		ADDRESS: 5200 LAPALCO BLD; <i>Suite #5</i>	
ADDRESS:		ACCOUNT NUMBER	
CITY Marrero	ST LA	ZIP 70072	COUNTY Jefferson
SHIP TO PHONE	LIC OR SIC	GROUP CODE	CONTACT <i>GARDNER</i> BARBARA GARDNER
KEY DECISION MAKER BARBARA	PHONE # 1 504 [REDACTED]	FAX #	PHONE 1 504 [REDACTED]
BILLING INFORMATION			
BILLING INDICATOR <input type="checkbox"/> NAT. CONT. <input type="checkbox"/> BMA <input type="checkbox"/> BILL TO LOC <input type="checkbox"/> SHIP TO LOC			P. O. NO
UNIT	EXPIRE	ARREARS	RATE FACTOR
BILL START DATE		NAT. CONTRACT NO.	
LANIER INTERNAL USE ONLY			
RELEASE BY /	BILLING MASTER	BMS ORDER NO.	STATUS
APPROVAL CODE		REVISION	

TYPE	PROD ID	DESCRIPTION	DROP SHIP	SERIAL NO.	MTR RDG	QT Y	UNIT PRICE	EXT.
SALE	4791511	LD015F DIGITAL MFP	Y			1	2,450.00	2,450.00
SALE	7170228	LD015LD015F/LD015SPF TONER PACKAGE (2 EACH)				1	57.00	57.00
SALE	4800237	BLACK TONER FOR LD015LD015F/LD015SPF	Y			2	0.00	0.00
SALE	2028808	Shipping and Handling Fees				1	72.00	72.00
DISC		DISCOUNT				1	(960.00)	(960.00)

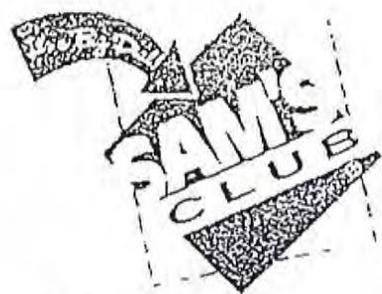
MESSAGE				SALES SUB TOTAL 1,599.00	SERVICE SUB TOTAL 0.00
SUB TOTAL 1,699.00	TAXES 139.91	ORDER TOTAL 1,738.00	LESS PAYMENT 0.00	AMOUNT DUE 1,738.00	
Taxes shown above are estimated. Actual tax amounts will be determined and added to the invoice.					

1,599.00
 139.91

 1,738.91

T/T CDE
 Check # 1023
 6/14/04

Our Business Is Saving
 Your Business Money.



CLUB MANAGER STEPHEN GORE
 (504) 361 - 3966
 Fax and Pull # (504)368-6083
 HARVEY, LA

06/14/04 13:32 2303 8221 004 1272

U MEMBER 101-10660782491

THANK YOU,
 SOUTHERN QUALITY HOME HEALTH

Equipment 128.24
 Supplies 41.03
 Total 169.27

SUSPEND ITEMS FOLLOW
 2 @ 5.46
 741232 MAGIC 3 PK. 10.92 T
 712123 #10 ENVELOPE 5.63 T
 717137 #6 3/4 ENV. 9.14 T
 784519 ATOMIC CLOCK 14.86 T
 2 @ 49.88
 837432 TASK CHAIR 99.76 T
 652857 FILE FOLDER 5.46 T
 392914 STAPLER 9.88 T
 SUSPEND ITEMS COMPLETE
 SUBTOTAL 155.65
 TAX 1 4.750 x 7.39
 TAX 2 4.000 x 6.23
 TOTAL 169.27
 CHECK TEND 169.27
 CHANGE DUE 0.00

ITEMS SOLD 9

IC# 4051 5665 0426 4192 2178 2



See how we can save you money. Join us
 - the contractors event on June 24.
 06/14/04 13:34:18

Our Business Is Saving
Your Business Money.™



CLUB MANAGER STEPHEN GORE
(504) 361 - 3966
Fax and Pull # (504)368-6083
HARVEY, LA

06/28/04 12:52 8817 8221 046 1077

W MEMBER 101-10660782491

THANK YOU,
SOUTHERN QUALITY HOME HEALTH

**	RETRIEVED TRANSACTION 10660782491 *	
	727554 COPY PAPER	19.88 T
	837481 EXEC CHAIR	99.86 T
	837432 TASK CHAIR	49.88 T
**	RETRIEVED ITEMS COMPLETE *	
	SUBTOTAL	169.62
	TAX 1 4.750 X	8.06
	TAX 2 4.000 X	6.78
	TOTAL	184.46
	CHECK TEND	184.46
	CHANGE DUE	0.00

Equipment 149.7
Supplies 34.7
Total 184.4

ITEMS SOLD 3

TC# 5236 0350 0508 5849 8408 9



We are open on the 4th of July
from 10:00 AM - 6:00 PM
06/28/04 12:54:10

Date: Wednesday, June 30, 2004

To: Gretna Courthouse Suite 415
200 Derbligny Street
Gretna, LA 70054

QUOTE

Event Name: Thompson, Thibodaux Community Development Lottery Raffle
Event Date: Monday, July 19, 2004
Duration: 10am-12:30pm
No. of Guest: 150

Line Item	Description	Cost	Total
Rental			
	Rental of Purple Court Package (\$900.00 per event)	\$ 300.00	
	Disposal Fee (\$100.00 based upon attendance of 51-150 people)	Included	
	Setup Fee (\$475.00 per hall)	Included	
	Rental Total	\$	300.00
Equipment			
	3-8' Tables Skirted w/ linens (\$15.00 each per day)	Included	
	160-Chairs (\$.60 each per day)	Included	
	Portable House Sound System w/ Microphone (\$125.00 per event)	Included	
	Equipment Total	\$	-
Staffing			
	Cleanup Fee (\$100.00 based upon attendance of 51-150 people)	Included	
	Staffing Total	\$	-
	TOTAL ESTIMATED QUOTE	\$	300.00
	LESS DEPOSITS	\$	-
	BALANCE DUE	\$	<u>300.00</u>

Please remit payment within 30 days from date of invoice

Make Check payable to Jefferson Parish Pooled Cash

Thank You for Your Business!

Thompson Thibodeaux Community Development Corporation, Inc.
Payroll Summary - Paint Program
 July 1 - 15, 2004

	Alvin . Boudreaux		Treva N Meredith		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary						
Hourly			88	10.00	88.00	
Total Gross Pay						
Adjusted Gross Pay						
Taxes Withheld						
Federal Withholding						-144.00
Medicare Employee						-35.07
Social Security Employee						-149.94
LA - Withholding						-56.37
Total Taxes Withheld						-385.38
Net Pay						2,033.08
Employer Taxes and Contributions						
Federal Unemployment						0.00
Medicare Company						35.07
Social Security Company						149.94
LA - Unemployment Company						47.42
Total Employer Taxes and Contributions						232.43

Thompson Thibodeaux Community Development Corporation, Inc.
Payroll Summary - Paint Program
 July 16 - 31, 2004

	Alvin . Boudreaux		Treva N Meredith		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary						
Hourly			71.5	10.00	71.50	
	1,666.67					1,666.67
	0.00					715.00
	1,666.67			715.00		2,381.67
Total Gross Pay						
Adjusted Gross Pay						
Taxes Withheld						
Federal Withholding						-140.00
Medicare Employee						-84.53
Social Security Employee						-147.67
LA - Withholding						-42.70
Total Taxes Withheld						-364.90
Net Pay						2,016.77
Employer Taxes and Contributions						
Federal Unemployment						0.00
Medicare Company						34.53
Social Security Company						147.67
LA - Unemployment Company						47.62
Total Employer Taxes and Contributions						229.82



BOARD OF DIRECTORS
Ronald P. McClain
President

Edward Shanklin
Vice President

Tracey Carment
Secretary

BOARD MEMBERS
Robert Brown
Gregory Rattler

EXECUTIVE DIRECTOR
Stacey L. Jackson

Date: July 6, 2004

To: All Interested Contractors, Inspectors, Construction Managers, and Various Housing Personnel

From: Stacey L. Jackson, Executive Director
New Orleans Affordable Homeownership Corporation 

Subject: Supervision of Lead Abatement Projects

The New Orleans Affordable Homeownership Corporation will be sponsoring a Supervision of Lead Abatement Projects training class. The course is designed for persons who supervise abatement projects in residential settings or as required for HUD projects (federally funded housing projects). There is an exam given at the conclusion of the course. Successful completion of the course and exam qualifies participants to apply for certification from the Louisiana Department of Environmental Quality (LDEQ). The course meets the requirements of the EPA Certification Rule, 40 CFR &§%, promulgated 8/96, and the LDEQ lead rule.

Where: The New Orleans Affordable Homeownership Corporation
1340 Poydras Street, 10th Floor - NOAH's Conference Room

When: July 12 - July 15, 2004
8:00 am - 5:00 pm

Cost: \$850.00 per person
payment must be received by Thursday, July 8, 2004

Please make checks payable to the New Orleans Affordable Homeownership Corporation. Payment must be received on or before July 8, 2004. Payments can be mailed or delivered to NOAH - 1340 Poydras Street, 10th Floor ATTN: Stacey L. Jackson. Space is limited to it is imperative that you respond as quickly as possible.

If you should have any questions, or need any additional information please call the office.

MAILING ADDRESS
1340 Poydras Street
10th Floor
New Orleans, LA 70112
504.299.4912 office
504.299.4948 fax

www.noahinc.org

SELECTION / PROCEDURES PROCESS

All submissions will be reviewed to determine if indeed the submittal meets the mandatory qualification requirements. Those submittals not meeting the mandatory requirements will be deemed "non-responsive." The "responsive" submittals will be evaluated and scored according to the criteria listed below. The available points associated with each area of consideration are shown. Each member of the selected committee will score each proposal. Scoring will be based upon how well the proposal meets the criteria established in the RFQ.

Evaluation Criteria:

Proposed Cost	30 points
Description of Experience	25 points
Understanding of the Work/Capabilities	20 points
Staffing	15 points
Certifications, References	10 points
Additional DBE/WBE/Open access (provide Documentation)	5 points

Total Points Possible — 105 points

This does not include mandatory information (insurance and debarment certification etc..) If mandatory information is not submitted, your proposal will be determined incomplete and will not be eligible. The respondent with the highest score, and that satisfies the due diligence requirements (reference check), will be selected to proceed to the contract stage. TTCDC reserves the right to select multiple providers for this proposals.

T/TCBC
4/7/04

OFFICE DEPOT
1500 W PARK EAPLY
HARVEY TX 77058
504-368-1131

Employee 419120
Store #0056 Rev 2013
SALE PMS

829160194172	COMPUTER, HP 2550L	
1 @ 498.64		498.64
722863130764	MINI USB HUB, 10 P	
1 @ 25.99	7-15	25.99
735854029111	SCISSORS, 8", 2PK, BL	
1 @ 5.18		5.18
026900909908	ENV, 9X12, 1000PK	
1 @ 6.27		6.27
SUBTOTAL		536.06
LA 8.75%	SALES TAX	46.91
TOTAL		582.99
CHECK 001030		582.99

 For a chance to Win
 One of 40 \$100 or 1-\$1000
 Quarterly "Shopping Spree"
 See the in-Store Contest Rules
 Visit us at
 www.od.bizrate.com
 ID: TVRR9 C749 RHHV1



FedEx Kirkos (504) 731-7000
839 S. Clearview Pkwy
Jefferson, LA 70121

QTY/LIST	DISC	PRICE	AMOUNT
400	ES RM S/S WHITE STD		
	0.08	0.00	0.08
<hr/>			
SUB	32.60 TX	2.60	TOT 34.60
			CHEC 34.60
			CH 0.00

CW1118-TR 805284 RG 4 07/09/04 14:57
Visit us @ <http://www.fedexkirkos.com>



Emergency Telephone
Customer Service
atmosenergy.com

1-800-654-6669
1-800-547-4321

Customer Number 001108351
Customer Name THOMSON/THIBODEAUX COMMUNITY DEVELO
SVC Address 5200 LAPALCO BLVD STE 5
MARRERO LA
Account Number 25-001108351-0523770-6
Meter Serial #
Billing Date 06/30/04

USAGE COMPARISON

DATE OF SERVICE		METER READING	
FROM	TO	PREVIOUS	PRESENT

RATE CODE: _____
USAGE: _____

THIS LAST MONTH YEAR TO

IMPORTANT MESSAGES:
To assist us in providing you with an efficient service, please keep your gas meter easily accessible to our meter readers and service persons. Be aware that landscaping and fences can limit access and make it more difficult for our personnel to perform the functions that are necessary to provide you with efficient service you deserve. Thank you for your help!

Billing Notice

The amount shown on this bill for Pipeline Safety Fee is each customer's portion of Atmos' annual fee paid to the State for monitoring the safety of our lines. Prior to this year, the fee was due to the State in June, and included on customer bills in December. It is now due in January, and will appear on former bills in June.

BILLING INFORMATION:

OTHER CHARGE TOTAL 75.00
DEPOSIT SETUP 75.00

CURRENT CHARGES 75.00
TOTAL AMOUNT DUE 75.00

pd 7/4/04
CH # 1033

atmosenergy.com



Computer Sales; Service
& Networking

1031 Whitney Ave., Ste. A
Gretna, Louisiana 70056
Tel: 504 . 367 . 1650
Fax: 504 . 366 , 8400
Http://www.ictcomputer.com
Email: support@ictcomputer.com

Invoice

Date	Invoice #
7/9/2004	1714

Bill To
THOMPSON THIBODEAUX COMMUNITY DEVELOPEMENT CORP., INC. P.O. BOX 2247 MARRERO, LA 70072

Ship To
THOMPSON THIBODEAUX COMMUNITY DEVELOPEMENT CORP., INC. P.O. BOX 2247 MARRERO, LA 70072

P.O. Number	Terms	Due Date	Rep
In ship	Duc on receipt	7/9/2004	CON

Quantity	Description	Price Each	Amount
1	FLOPPY DRIVE	10.00	10.00T
1	ON SITE SERVICE: By Cenk Nair 07.01.04 >> Replaced Floppy Drive.	75.00	75.00T

Please remit to above address. Invoices are due in 14 days. Late fees will be added at .05% per week.

Subtotal	\$85.00
Sales Tax (8.75%)	\$7.44
Total	\$92.44

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.
P.O. BOX 2247
MARRERO, LA 70072

1031

DATE 7-9-04 14-7051-2650

PAY
TO THE
ORDER OF

Alice Randazzo

\$ 650.00

Six - Hundred - fifty

00 / 100 DOLLARS



DSB
DRYADES SAVINGS BANK, F.S.B.
436 Lakeside Blvd.
Orleans, Louisiana 70054

FOR July's Rent

Barbara L. Garner

Eddie Williams Jr

⑈001031⑈

for supply

OFFICE DEPOT
1500 W BANK EXPLY,
HARVEY, LA 70058
504-368-9731

Employee 404390 07/21/04 11:08
Store #0056 Reg #011 Tran #9053
SALE POS Version 4.16A

735854582128 SHT PROT. OD. ECON. I	
1 @ 7.39	7.39
071912674702 72 CRD. VNYL BK	
1 @ 5.48	5.48
078910057129 BNDR. OD. VX. 1" 3LU	
5 @ 2.18	10.90
SUBTOTAL	
	23.77
LA 2.75% SALES TAX	2.08
TOTAL	25.85
CASH	
	41.00
CHANGE	-15.15

 For a chance to Win
 One of 40-\$100 or 1-\$1000
 Quarterly Shopping Sprees!
 See store for Contest Rules.
 Visit us at
 www.od.bizrate.com
 ID: CKRR9 CUVZ K9TM1


 1.247UIV13X03YB4

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORP., INC. P.O. BOX 2247 MARRERO, LA 70072		1039
PAY TO THE ORDER OF <i>Anna M. Meredith</i>	DATE <i>7/21/04</i>	14-7051-2550
FOR <i>Reimbursement of fuel supply</i>	\$ <i>25.85</i>	DOLLARS
#001039 + 	<i>85/100</i>	1039
OFFICE DEPOT 1500 W BANK EXPLY, HARVEY, LA 70058 504-368-9731	<i>Signature</i>	1039

The Times-Picayune

3800 HOWARD AVENUE, NEW ORLEANS, LOUISIANA 70125-1429

CALL 826-3200
TOLL FREE
1-800-925-0000

P 3 1 ** B020
GARNER, BARBARA L.
P.O. BOX [REDACTED]
MARRERO LA 70073-2247

Account Number

GARNE504 [REDACTED]
2040528

BALANCE DUE
LAST STATEMENT



\$ 20.12
AMOUNT

START DATE	STOP DATE	AD NUMBER	AD CLASS	LINES	TIMES	RATE	DESCRIPTION	AMOUNT
							CLASSIFIED AD -- FINAL NOTICE NO RESPONSE HAS BEEN RECEIVED TO OUR PREVIOUS REQUESTS FOR PAYMENT. WE WILL BE REQUIRED TO REFER YOUR ACCOUNT TO OUR COLLECTION AGENCY IF PAYMENT OR AN EXPLANATION IS NOT RECEIVED WITHIN SEVEN DAYS.	

*pd 7/21/04
ch# 1037*

PAYMENT DUE UPON RECEIPT

THIS IS YOUR COPY - DETACH & RETAIN

\$ 20.12
AMOUNT DUE

*** PLEASE RETURN THIS PORTION WITH YOUR PAYMENT ***

ACCOUNT NUMBER GARNE50436188170

AMOUNT DUE \$ 20.12

AMOUNT ENCLOSED \$

E-mail Address

To quickly and efficiently communicate with you about your selected subscription of the newspaper, we may prefer to sometimes use e-mail. Please provide your e-mail address above. In addition, we may at times wish to e-mail you offers that we believe may be of interest to you, from us or from carefully screened third parties.

Please check here if you do not wish to receive such offers by email.

GARNER, BARBARA L.
P.O. BOX [REDACTED]
MARRERO LA 70073-2247

020405287000201200000



THE TIMES-PICAYUNE
P.O. BOX 60170
NEW ORLEANS, LA 70160-0170

1040

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2247
MARRERO, LA 70072

DATE 7/27/04 14-7051-2650

PAY TO THE ORDER OF LOUISIANA DEQ \$ 250.00 DOLLARS

Two hundred fifty 00/100

FOR Josephine Robinson
Roberta Williams Jr



⑆000002500⑆

⑆001040⑆

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

JEROME MCGOWAN

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Supervisor

Certificate No. Pb05S00241

AI No. 123712

Issued August 2, 2004

Expires July 15, 2005

Failure to comply with all applicable provisions of La. R.S. 2025, K. (1)(a) and La. R.S. 2025, F. (2)(a) may result in civil and/or criminal enforcement actions by the State.



Environmental Scientist Manager
Registrations and Certifications Section
Permits Division

Thompson\Thibodeaux Community Development Corporation

VOUCHER

Name Joycelyn Robinson

Date Voucher Submitted 7/27/04

Total Amount Spent 250.00 ch# 1040

Reimbursement Check Paid to the Order of _____

Direct Payment to Vendor Payable to Jerome McCowan

Reason For Expenses Inspector Training Workshop (Baton Rouge)

Signature Joycelyn Robinson

To Be Completed By Accountant:

Budget Expenses: Yes No

Amount of Budget _____ Remaining Balance \$ 17,760.35

Date Payment Made _____ Check No. _____

Amount Paid _____

Note: _____

Thompson Thibodeaux Community Development Corporation, Inc.
 Payroll Summary - Paint Program
 August 1 - 15, 2004

	Alvin . Boudreaux		Trevia N Meredith		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate
Employee Wages, Taxes and Adjustments						
Gross Pay						
Salary		1,666.67				1,666.67
Hourly		0.00	63.5	10.00	63.50	635.00
Total Gross Pay		1,666.67				2,301.67
Adjusted Gross Pay		1,666.67				2,301.67
Taxes Withheld						
Federal Withholding		-131.00				-132.00
Medicare Employee		-24.17				-33.38
Social Security Employee		-103.33				-142.70
LA - Withholding		-35.56				-41.02
Total Taxes Withheld		-294.06				-349.10
Net Pay		1,372.61				1,952.57
Employer Taxes and Contributions						
Federal Unemployment		0.00				0.00
Medicare Company		24.17				33.38
Social Security Company		103.33				142.70
LA - Unemployment Company		33.00				45.57
Total Employer Taxes and Contributions		160.50				221.65

Copy

THOMPSON THIBODEAUX COMMUNITY DEVELOP

Account Number
504 340-4444 001 0463

Your bill includes
BellSouth charges for:



Local



Internet



Long Distance

Monthly Statement Date:
July 25, 2004

Thank you for choosing BellSouth. We sincerely appreciate your business.

Account Summary	Amount
Previous Bill	\$769.91
Payments (Posted as of July 25)	-400.00
Past Due (Please pay now)	\$369.91

Questions? Call:

BellSouth
Customer Service: 1 866 520-6000
Outside Calling Area: 1 800 285-4410

Repair: 1 866 520-6900
See Other Service Provider's pages for
contact numbers
Online:
www.bellsouth.com/smallbusiness/bill

CKT: 866 340-5003

Current Charges:

BellSouth	Amount
Local (Page 3)	\$235.54
Internet (Page 5)	138.20
Long Distance (Page 6)	35.61
Total BellSouth Charges	\$409.35
Total Current Charges (Due August 13)	\$409.35

Total Amount Due (Past Due plus Current Charges) \$779.26

From dial-up and high-speed DSL
Internet service to wireless to long
distance*, BellSouth can provide you
with all the communications tools for
your business.
*Services available where facilities exist.

*Jaycelyn -
Paid the \$369.91
Still owe you
month of Aug" \$409.35
BJ 8/4/07*

Information for Your Business - Page 8

Please fold, tear here and return this portion with your payment



Account Number
504 340-4444 001 0463

Total Amount Due
By August 13
\$779.26

Amount Enclosed \$

- Visit us at www.bellsouth.com/smallbusiness/bill or use back of coupon to update billing address.
- Please make check payable in U.S. funds to BellSouth

P.O. Box 105262
Atlanta, GA
30348-5262



X000770 | AV 0.278 NL072500.004

THOMPSON THIBODEAUX
COMMUNITY DEVELOP
PO BOX 2247
HARRERO LA 70073-2247

5049340444001046082690288071010000000000003699100000077926

1046

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2247
MARRIERS, LA 70072

14-7051-2650

DATE 8/10/04

\$ 650.00

DOLLARS

08/10/04

PAY TO THE ORDER OF Alice Rodriguez

Five Hundred fifty

Opelynn Robinson
President



CALL PAGE ONE
ORIAL TO BANK 70015

FOR Rent Aug



⑈001046⑈ +⑈

1048

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2247
MARRERO, LA. 70072

14-7051-2650

DATE 8-10-04

PAY
TO THE
ORDER OF

Super - Beacon Assurance Agency, Inc. \$ 1,125.00
One - Thousand One Hundred Twenty-Five DOLLARS



Member FDIC

Barbara S. Turner

Edith Williams

FOR Auto Insurance



⑆001048⑆

1045

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2247
MAFFREO, LA 70072

1-4-7051-2650

DATE 8-10-04

PAY TO THE ORDER OF *Beyer - Beacon Insurance Agency, Inc.* \$ 2,652.11

Two Thousand Sixty Five and 11/100 DOLLARS

Barbara D. Turner

Elizabeth Williams



ORIGINS BANK
6000 GULFVIEW TOWER

FOR *Barbara D. Turner*

⑈001045⑈

1043

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2247
MARRERO, LA 70072

14-7051-2850

DATE 8-10-04

PAY
TO THE
ORDER OF

L. E. M. F. C.

\$ 837.00

xx / 100 DOLLARS

Eight Hundred Thirty Seven



4311 JAMES BLDG
Baton Rouge, LA 70804

Barbara D. Hansen
E. John L. Williams

FOR McKesson's Comp. Fund



⑆00101001⑆

OFFICE DEPOT
1500 W. BANK EXPWAY.
HARVEY, LA 70052
504-368-9731

Employee 424809 03/12/04 12:11
Store #0056 Reg #014 Inst. #0130
SALE PDS Version 4.16R

042491103549 PPR FSTNR, 2", 100BX
1 @ 2.99 2.99
072838310576 PEN, RLR, FN, 4/PK, BL
1 @ 4.65 4.65
078910602331 PD, COL, 14X8.5, 10CL
1 @ 3.38 3.38
035854723416 FOLDER, FILE, LIR, 1,
1 @ 4.48 4.48

SUBTOTAL 15.50
LA 8.75% SALES TAX 1.36
TOTAL 16.86

CHECK 001051 16.86

For a chance to Win
One of 40-\$100 or 1-\$1000
Quarterly Shopping Sprees!
See store for Contest Rules
Visit us at
www.od.bizrate.com
ID: X7L79 6Y49 RM1V1

XX
L2VPOIXXAK30YBU



**** WELCOME TO ****
 HARVEY POST OFFICE
 HARVEY LA 70058-9998
 08/05/04 02:56PM

Store USPS 56
 Wkstn sys5002 Cashier JPOYWB
 Cashier's Name NICOLE
 Stock Unit Id CASHNICOLE
 PO Phone Number 800-275-8777
 USPS # 2165690530

1. 37c Flag PSA/100 37.00
 Subtotal 37.00
 Total 37.00

Personal/ Business Check 37.00

Order stamps at USPS.com/shop or call
 1-800-Stamp24. Go to
 USPS.com/Clicknship to print shipping
 labels with postage. For other
 information call 1-800-ASK-USPS.

Number of Items Sold: 1

Thank You
 Send it PRIORITY
 Starting at \$3.85

BARBARA L. GARNER 0493
 PH W/ [REDACTED]
 JOINTA VIA PH [REDACTED]
 HARVEY, LA 70058

Date 8-5-04 6620
 14-9/8/00

Pay to the Order of Postmaster \$ 37.00
Post Office NY Dollars

HIBERNIA
 National Bank
AUTOMATIC PAYMENTS ACCEPTED

Barbara L. Garner
 Treasurer - Member

For Lot's stamps HT & DC
 [REDACTED] 08820

1047

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP., INC.

P.O. BOX 2247
MARRERO, LA 70072

Barbara L. Garner

DATE *8/4/04*

14-7051-2850

PAY TO THE ORDER OF

Thirty - seven 00/100

\$ *37.00*

DOLLARS



Call 1-800-878-2850

FOR *Stamp for mailing* *Residence*

1100104711

Joyelyn Robison
E. Charles Williams



THOMPSON THIBODEAUX

Account Number: 504 340-4444 001 046

Date: Aug 17, 2004

* SEE IMPORTANT NOTICE ENCLOSED *

* You can review and pay your business bill at *
* www.smbiz.bellsouth.com on the world wide web *
* To view or pay your residence bill, you can go to *
* www.bellsouth.com/blsc on the world wide web *

***** PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT. *****

Please make check payable to BellSouth in U.S. funds.

TOTAL AMOUNT DUE	AMOUNT PAID
\$409.35	229.05

504 340-4444 001 0463

Aug 17, 2004

NC 888 E004949

Check here if
correspondence
included.

|||||004949|||||

85 ANNEX
ATLANTA GA
30385-0001

THOMPSON THIBODEAUX
COMMUNITY DEVELOP
PO BOX 2247
MARRERO LA 70073-2247

50493404440010469999902880760300000000000229050000040935

Entergy

Entergy Louisiana, Inc.
www.entropy.com

Service Location
52 Lapalco Blvd Ste 5
Marrero, LA 70072

For Bill Inquiries and Customer Service, call
1-800-ENTERGY Mon-Fri, 7am-7pm

For Power Outages and Safety Concerns, call
1-800-9OUTAGE 24 hours a day, 7 days a week

Important Messages

Downed power lines and anything they touch can be energized - and deadly. USE COMMON SENSE. Stay away and keep children and others away from downed power lines. Call Entergy immediately at 1-800-ENTERGY(1-800-368-3749) to report downed power lines. Your safety is our priority.

Helping Hands provides energy-related assistance to those in your community who are in need. If you would like to participate, please add \$1.00 to your total payment.

*pd 8/19/04
check 2050*

Account Summary for Thompson/Thibodeaux Community Dev

C		
Account # 39924139	Mail Date 07/21/2004	QPC 07000
Invoice # 45000328025		Cycle 15
Amount Due by 08/12/2004		\$280.84
Amount Due after 08/12/2004		\$286.66

Current Charges

Energy Charge		88.56
Fuel Adjustment	857 kWh @ \$0.04117	35.28
Formula Rate Plan Reduction	857 kWh @ \$-0.0092072	-7.89
Fuel Realignment Adj	857 kWh @ \$0.0005461	.47
Total Metered Charges		\$116.42
State Sales Tax		4.42
Current Month Energy Charges		\$120.84
Connect Fee		10.00
Deposit		150.00
Total Amount Due		\$280.84

Meter Reading

Meter # 696779	Rate : LA_SGS	
Total Days (37)		
Current Meter Reading	(07/16/2004)	47209
Previous Meter Reading	(06/10/2004)	46352
kWh Metered		857
Registered kW		6.90
Multiplier		x 1
kW Metered		6.9

Usage Adjustments

Billed kW	7.0
-----------	-----

KEEP

SEND

50G L 015464 045000328025 WE21 15 1 01



Entergy

www.entropy.com

Account 39924139	QPC 07000	Invoice 45000328025
For Customer Service, call 1-800-ENTERGY (1-800-368-3749)	Amount Due by 08/12/2004	\$280.84
	Amount Due after 08/12/2004	\$286.66

Make check payable to Entergy. Thank You.

000015464 01 AV 0.278 ***** 5-DIGIT 70072

THOMPSON/THIBODEAUX COMMUNITY DEV C
5200 LAPALCO BLVD STE 5
MARRERO, LA 70072-4254

ENTERGY
PO BOX 64001
NEW ORLEANS, LA 70164-4001

70000000399241390000000000000000000000280842000000028666622508

Exhibit C

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

RESOLUTION NO. 113392

A resolution authorizing the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation to execute a SUBRECIPIENT Agreement setting forth the terms, conditions, scope of services and proposed budget in an amount not to exceed \$350,000.00 for the Project Face Lift (Paint Program). (Parishwide).

WHEREAS, This program is designed to assist the Parish in its efforts to eliminate neighborhood blight and enhance the quality of life of those residents that are served; and

WHEREAS, this agreement will enable Thompson Thibodeaux Community Development to administer a Project Face Lift Program in the Parish of Jefferson, to provide exterior painting and minor home repairs to a minimum of thirty (30) low and moderate income elderly and handicapped homeowners in Jefferson Parish; and

WHEREAS, Thompson Thibodeaux will also provide paint at no cost to 70 to 80 eligible homeowners, 55 years old and older as long as they have a designated person(s) to paint within a reasonable time frame.

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

SECTION 1. That the Parish of Jefferson and the Thompson Thibodeaux Community Development Corporation execute a SUBRECIPIENT Agreement which sets forth the terms, conditions, scope of services, and proposed budget for the Project Face Lift Program

SECTION 2. That the Parish shall make an initial \$12,920.00 advance payment to Thompson Thibodeaux Community Development Corporation upon the signing of the contract to cover program delivery costs.

SECTION 3. That the budget for the Project Face Lift Program in the amount of \$350,000.00 is to be charged to Community Development Block Grant Budget Account Nos. 21280-1176-139-7331-11833-001 (Project); 21280-1176-139-7331-11833-002 (Admin.); and 21280-1176-139-7231.1-11833-003 (paint ordered via Parish).

SECTION 4. That the Chairman of the Jefferson Parish Council or in his absence the Vice Chairman, be and is hereby authorized to sign said executed contract.

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 November, 2009.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH COUNCIL

REQUEST FOR PAYMENT
PROFESSIONAL SERVICES

Account No. 31280-1176 131-7331-11833-002

\$ 2,920.00

Account No. _____

\$ _____

Vendor No. 178883

11/30/09

PARISH OF JEFFERSON

Type of Services: Paint Period from 10/01/2009 Thru 11/30/2009

Contract Date 11/30/09 Exp. Date 11/30/10 Contract No. 55-00010621

Project-Description Thompson/Thibodeaux Project Face Lift

Authorization: _____

PARAGRAPH	SECTION	NO. OF CONTRACT
AUTHORIZED CONTRACT AMOUNT \$		<u>350,000.00</u>
AMOUNT PAID TO DATE \$		<u>00.00</u>

Computations: (Attach Additional Sheets if Necessary):

Invoice No. ~~TPDC-1189~~
10621-01

ORIGINAL CONTRACT AMOUNT: \$350,000.00

PREVIOUS PAYMENT AMOUNT: \$ 0.00

AMOUNT THIS INVOICE: \$ 12,920.00

BALANCE IN BUDGET: \$337,080.00

PAY → \$ 12,920.00

PAY to: Thompson Thibodeaux Community Development Corporation

Address: 5200 Lapalco Blvd., Suite 5, Marrero, LA 70072

NOTE: Labor and other charges must be properly supported and authorization for such charges noted hereon. All computations are subject to Audit by Jefferson Parish Department of Finance.

APPROVED FOR PAYMENT

Jefferson Parish Department of	Jefferson Parish Department of	Architects/Engineers
	FINANCE	<u>Thompson Thibodeaux CDC</u>
Director	Director	Name
<u>x Annette Thompson x</u>		<u>Jerome McGowan</u>
Signature	Signature	Signature
Date: <u>12, 7, 109</u>	Date: <u>1 1</u>	Date: <u>11, 18, 109</u>

*HW
11/25/09
12/10/09*

Thompson Thibodeaux Parishwide Paint Program

PAY REQUEST COVER SHEET

TAX ID: 72-1505979

Administration (Activity Delivery)	BUDGET	Less: Previously Paid	Less: This Pay Request	Remaining Budget
Executive Director	\$ 40,000.00	\$ -	\$ (4,812.51)	\$ 35,187.49
Intake Analyst	\$ 24,500.00	\$ -	\$ (1,979.08)	\$ 22,520.92
Housing Inspector	\$ 24,500.00	\$ -	\$ (1,979.08)	\$ 22,520.92
Employee payroll	\$ 89,000.00	\$ -	\$ (8,770.67)	\$ 80,229.33
FICA	\$ 7,332.00	\$ -	\$ (877.10)	\$ 6,454.90
Medicare	\$ 1,568.00	\$ -	\$ (241.33)	\$ 1,326.67
Workmen's Compensation	\$ -	\$ -	\$ -	\$ -
Payroll Tax	\$ 8,900.00	\$ -	\$ (1,118.43)	\$ 7,781.57
Total Payroll	\$ 97,900.00			\$ 88,010.90
Advertising	\$ 400.00	\$ -	\$ -	\$ 400.00
Accounting	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00
Communications	\$ 3,200.00	\$ -	\$ (130.90)	\$ 3,069.10
Insurances	\$ 18,500.00	\$ -	\$ (2,100.00)	\$ 16,400.00
Office Supplies	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Photographic	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Program Audit	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
Rent	\$ 7,680.00	\$ -	\$ (800.00)	\$ 6,880.00
Utilities	\$ 2,300.00	\$ -	\$ -	\$ 2,300.00
Total Office	\$ 48,780.00	\$ -	\$ (3,030.90)	\$ 45,749.10
Total Activity Delivery	\$ 146,680.00	\$ -	\$ (12,920.00)	\$ 133,760.00
Project Services:				
Contractors	\$ 151,000.00	\$ -	\$ -	\$ 151,000.00
Paint Supplies	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Training/Certifications	\$ 2,320.00	\$ -	\$ -	\$ 2,320.00
TOTAL PROJECT	\$ 203,320.00	\$ -	\$ -	\$ 201,000.00
Project Facelift Budget	\$ 350,000.00	\$ -	\$ (12,920.00)	\$ 337,080.00

TEMPORARY STATEMENT PENDING RESTATEMENT OF BUDGET

The support and documentation for these expenses is attached. I certify that all expenses presented for reimbursement are accurate and comply with the terms of the contract between Jefferson Parish and the Thompson-Thibodeaux Community Development Corporation.

Authorized Signature:

Keleone M. Lawan
11/18/09

Date:

Pay Day	Employee	Gross Pay	Other Addition	Total	Federal Tax Withheld	Social Security	Medicare	State Tax Withheld	Other Deductions	Net Pay
10/15/09	Jerome McGowan	1,723.62		1,723.62	50.00	24.06	17.32	28.07		1,604.17
11/2/09	Jerome McGowan	1,723.62		1,723.62	50.00	24.06	17.32	28.07		1,604.17
11/16/09	Jerome McGowan	1,723.62		1,723.62	50.00	24.06	17.32	28.07		1,604.17
		5,170.86	-	5,170.86	150.00	72.18	51.96	84.21	-	4,812.51

Pay Day	Employee	Gross Pay	Other Addition	Total	Federal Tax Withheld	Social Security	Medicare	State Tax Withheld	Other Deductions	Net Pay
10/15/09	Treva Meredith	1,109.03		1,109.03	50.00	24.06	17.32	28.07		989.58
11/16/09	Treva Meredith	1,109.03		1,109.03	50.00	24.06	17.32	28.07		989.58
		2,218.06	-	2,218.06	100.00	48.12	34.64	56.14	-	1,979.16

Pay Day	Employee	Gross Pay	Other Addition	Total	Federal Tax Withheld	Social Security	Medicare	State Tax Withheld	Other Deductions	Net Pay
10/15/09	Hillary McGowan	1,109.03		1,109.03	50.00	24.06	17.32	28.07		989.58
11/16/09	Hillary McGowan	1,109.03		1,109.03	50.00	24.06	17.32	28.07		989.58
		2,218.06	-	2,218.06	100.00	48.12	34.64	56.14	-	1,979.16

1807

THOMPSON THIBODEAUX
COMMUNITY DEVELOPMENT CORP. INC.

P.O. BOX 2347
MARRIERS, LA 70072

DATE 10/27/2009

351-2550

PAY TO THE ORDER OF Nuco Vondazzo

\$16000

DOLLARS

Thompson Thibodeaux

NOT NEGOTIABLE



Oct. 27 2009



⑈00 1807⑈



2121 AIRLINE DR
METAIRIE, LA 70001

6400 0030 NO RP 01 10282009 NNNNNNNY 01 013904

#BWNJPND
#126PCFHGGDPA5014#

Thompson Thibedeaux Commn Corp
STE 5
5200 LAPALCO BLVD
MARRERO LA 70072-4254

Account Number 501 5610 036877401
PIN 5003
Service at STE 5
5200 LAPALCO BLVD
MARRERO, LA 70072-4254 99



Questions?
www.cox.com
CUSTOMER CARE: 504-304-1700
TOLL FREE: 800-319-7431



Your Account is currently Past Due At the time this statement was processed, we had not received your previous balance. Payment of all past due money must be received to avoid any interruption of service and possible reconnection fees. If your payment has already been made, please disregard this message.

ACCOUNT SUMMARY as of Oct 27, 2009

Previous Balance	\$503.20
Payment Received - Sep 30	-170.00
Payment Received - Oct 16	-165.34
REMAINING PREVIOUS BALANCE Due Immediately	\$167.86
<i>Paid Oct. 30</i>	
TOTAL NEW CHARGES Due By Nov 18, 2009	\$246.73
TOTAL DUE	\$414.59

Called 11/18/09 1:45 PM

Balance 11/18/2009 → \$246.73

min. payment. → \$131.00

Balance \$115.73



EasyPay
There's an easier way to pay your Cox bill! With EasyPay you can have your monthly Cox bill paid automatically from the bank or credit card account you choose. Visit www.cox.com for more information.

October 27, 2009 bill for Thompson Thibedeaux Commn Corp
Account Number 501 5610 036877401
Service at STE 5
5200 LAPALCO BLVD
MARRERO, LA 70072-4254 99

REMAINING PREVIOUS BALANCE Due Immediately	\$167.86
TOTAL NEW CHARGES Due By Nov 18, 2009	\$246.73
TOTAL DUE	\$414.59

COX BUSINESS - NEW ORLEANS
P.O. BOX 61027
NEW ORLEANS LA 70161-1027



05610501126036877401190041459

BOUDREAUX & ASSOCIATES INSURANCE AGENCY, INC.
5200 LAPALCO BOULEVARD P O BOX 127
MARRERO, LOUISIANA 70073
PHONE 504-340-2500 FAX 504-340-2532
WEB ADDRESS: www.boudreauxandassociates.com

OCTOBER 15, 2009

JEROME MCGOWAN
THOMPSON-THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION
5200 LAPALCO BOULEVARD
SUITE 5
MARRERO, LOUISIANA 70072

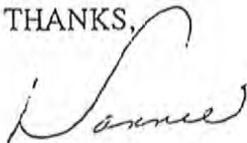
DEAR MR. MCGOWAN,

YOUR GENERAL LIABILITY POLICY WILL EXPIRE ON 11/09/2009. THE YEARLY RENEWAL PREMIUM IS \$4,875.00. DOWN PAYMENT IS \$1,468.00 WITH 9 MONTHLY INSTALLMENTS OF \$401.78.

PLEASE SIGN THE HIGHLIGHTED FORMS AND RETURN WITH YOUR PAYMENT BY 11/06/09.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL DANNIE OR KAREN.

THANKS,



DANNIE

NEGOTIABLE
PAPER/PREMIUM FINANCE
AGREEMENT AND POWER
OF ATTORNEY

CREDITOR: SUN PREMIUM FINANCING, LLC
3525 N. CAUSEWAY BLVD. SUITE 900
METAIRIE, LOUISIANA. 70002
(504) 834-9400

NO: 133858

INSURED/ BORROWER NAME THOMPSON-THIBODEAUX COMM DEV CORP	AGENT NAME Boudreaux & Associates Inc.
ADDRESS 5200 LAPALCO BLVD STE 5	ADDRESS P. O. Box 127
CITY, STATE, ZIP MARRERO, LA 70072	CITY, STATE, ZIP Marrero, LA 70073

SOCIAL SECURITY 72-1505879 HOME PHONE: 504-340-4444 WORK PHONE:

INSURANCE COS./GENERAL AGENTS PREMIUM PAID	TERM	PREMIUM	POLICY/BINDER #	EFFECTIVE DATE	TYPE
COLONY INS/SPECIALTY RISK	12	\$ 4,317.00	TBA	11/09/2009	GL
	0				
	0				
	0				

COMPLETE ITEMIZATION OF COST TO CONSUMER							LOSS PAYEE (IF APPLICABLE) NAME
A. PREMIUM	B. POLICY FEE	C. POLICY TAX	D. MVR FEE	E. AGENCY FEE	F. SR-22 FEE	G. ADDITIONAL CHARGE	
\$ 4,317.00	\$ 200.00	\$ 225.85		\$ 132.15		\$ 25.00	
H. TOTAL COST TO CONSUMER	I. DOWN PAYMENT	J. ADDITIONAL CHARGE	K. AMOUNT FINANCED	DOWN PAYMENT	NON FINANCEBLE ITEMS	TOTAL DOWN PAYMENT REQUIRED	
\$ 4,900.00	\$ 1,468.00	\$ 25.00	\$ 3,407.00	\$ 1,135.85	\$ 332.15	\$ 1,468.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	Total Sale Price
The cost of your credit as a yearly rate. 14.50 %	The dollar amount the credit will cost you. \$ 209.02	The amount of credit provided to you or on your \$ 3,407.00	The amount you will have paid after you have made all payments as scheduled. \$ 3,616.02	The total cost of your purchase on credit, including your down payment of \$ 1,468.00

YOUR PAYMENT SCHEDULE WILL BE:	All Payments Due On the Same Day Each Month				\$ 5,084.02
	9 PAYMENTS OF	\$ 401.78	1ST ONE DUE	12/09/2009	FINAL DUE: 08/09/2010

SECURITY:	You are giving a security interest in the property being purchased.
LATE CHARGE:	If a payment is more than 10 days late after the scheduled due date, you will be charged the lesser of \$15.00 or 5% of the unpaid payment amount on personal coverage financing, and 5% with no maximum on commercial coverage financing.
PREPAYMENT:	If you pay off early, you may be entitled to a refund of part of the finance charge. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interests.
<input type="checkbox"/>	You have a right to request an itemization of the Amount Financed. Please check the box at left if you desire an itemization.

The agent named above, on behalf of the insured named above, hereby request that SUN PREMIUM FINANCING, LLC (hereinafter referred to as "SUN") extend credit to the insured to pay the premium on the policies described above. If this agreement is accepted by SUN the Insured named herein promises to pay to the order of SUN at the address shown above, the amount stated in the Total of Payments listed above in accordance with the payment schedule and subject to the provisions hereinafter set forth below.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, 2001 Bryan Towers, Suite 2665, Dallas, Texas 75201.

THIS IS A LEGAL POWER OF ATTORNEY

This is to advise you that SUN PREMIUM FINANCING, LLC financed the premium for this Insurance policy(s). I hereby irrevocably appoint SUN PREMIUM FINANCING, LLC or its Assigns my lawful Attorney-in-Fact to deliver to you my original policy or lost policy release for cancellation of this financed policy or to request cancellation for non-payment of premium in the event of my default in premium payment to SUN PREMIUM FINANCING, LLC and to collect all return premiums due to me, including returns on endorsements and further empowers them to sign any necessary written instruments including endorsement of return premium checks. I hereby ratify any and all acts that my attorney may do or perform hereunder. I specifically request that you send all return premium checks to SUN PREMIUM FINANCING, LLC

[Handwritten Signature]

6 mos

Underwritten by:
 Progressive Paloverde Insurance Co
 October 13, 2009
 Policy Period: Oct 13, 2009 - Apr 13, 2010
 Page 1 of 2

THOMPSON-THIBODEAUX
 COMMUNITY DEVELOPMENT
 5200 LAPALCO BLVD ST
 MARRERO, LA 70072

Customer Phone number: 1-504-340-4444

Commercial Auto Insurance Quote

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from Progressive Paloverde Insurance Co, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through progressiveagent.com, your customized Web site. Claims service is available 24 hours a day, 7 days a week by calling 1-800-274-4499.

Policy information

Business type: Construction-Builders & General Contractors
 Sub business type: Residential Builders

Quote for 6 month policy period

If you pay your premium in full, you will receive a discount as shown.

Total policy premium	\$1,248.00
Paid in full discount	-61.00
Policy premium if paid in full	\$1,187.00

Payment plans

Payment Method: 1 payment

Electronic Funds Transfer (EFT) assures that your payment is on time. Each payment includes a \$1.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
6 Payments, 20.0% Down	\$1,248.00	\$261.60	5 payments of \$198.28
5 Payments, 20.0% Down	\$1,248.00	\$261.60	4 payments of \$247.60

Make payments by mail or at progressiveagent.com. Each payment includes a \$5.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
3 Payments, 40.0% Down	\$1,248.00	\$508.20	2 payments of \$374.90
1 Payment	\$1,187.00	\$1,187.00	None
2 Payments, 50.0% Down	\$1,248.00	\$631.50	1 payment of \$621.50
OPF	\$1,248.00	\$1,248.00	None

To purchase insurance

Please review the information on your quote for accuracy; incomplete and inaccurate information could affect your rate. These rates are subject to verification of information. If you have any questions or would like to purchase a Progressive policy, please call me at 1-504-340-2500. Your coverage will begin once your initial payment has been received. Thanks again for the opportunity to work with you.

Rated drivers

Failure to accurately and completely report all driver information may result in premium differences and service delays.

Name	Age	Marital status	Points	Additional information
JEROME MCGOWAN	50	Married	0	
JAMESALINA MITCHELL	35	Married	1	

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$938
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Comprehensive			71
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			163
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$1,172
Additional Insured Fee			15
Total 6 month policy premium			\$1,187

Auto coverage schedule

- 2002 CHEVROLET MALIBU Stated Amount: \$8,000
 VIN: [REDACTED] Garaging Zip Code: 70072 Territory: 48 Radius: 50 miles
 Personal use: Y Body type: 30 Use class: S

Liability Premium	Liability					
\$938						
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total	
	\$500	\$71	\$500	\$163	\$1,172	

Premium discounts

Policy	
	Paid in Full, Business Experience and Package
Vehicle	
2002 CHEVROLET MALIBU	Vin Etching
Form QTE (05/08)	

Jefferson Parish FMS
DATE 12/04/09
TIME 11:24:20

FINANCIAL MANAGEMENT

PAGE 1
RP0200
PBEEBE

REQUEST LISTING

USER: PBEEBE

DESCRIPTION	VENDOR	REQUEST BY	QUANTITY	UNIT	COST/UNIT	ITEM TOTAL

Invoice No. 10621-01 for Advance Payment	THOMPSON THIBODEAUX COMMUNITY	12/10/2009	1	0000 ONLY	12.920.0000	12.920.00
as per Resolution No. 113392. adopted	CONFIRMING: NO	REQUESTING EMPLOYEE: PBeebe				
November 4, 2009						

GENERAL LEDGER DISTRIBUTION	PROJECT/SUB PROJECT	PERCENT	AMOUNT
GENERAL LEDGER ACCOUNT			
21280-1176-139-7331	11833 002 08 HS TTPP	TTPP admin 1.0000	.00

TOTAL REQUESTS: 1 12.920.00

*APP 12/07/09
HW
12/4/09*

*Approved
12/17/09
MB*

*A. Thoms
12/17/09*

Jefferson Parish FMS
DATE 12/10/09
TIME 10:12:55

FINANCIAL MANAGEMENT
RECEIPT POST LISTING

PAGE 1
RG0080
PBEEBE

DESCRIPTION	VENDOR NAME	P/O NUMBER	INVOICE #	REC'D DATE	U/M	REC'D QTY
<u>RECEIPTS PROCESSED BY PBEEBE . . :</u>						
Invoice No. 10621-01 for Advance Payment LATE DELIVERY: NO DAMAGED DELIVERY: NO	178883 THOMPSON THIBODEAUX	C09-0026337	10621-01	12/10/2009	ONLY	1.0000
BACK ORDERED: YES CORRECTING ENTRY/REASON: NO						
TOTAL RECEIPTS PROCESSED BY PBEEBE . . :	1					
TOTAL RECEIPTS PROCESSED	1					

Jefferson Parish FMS
DATE 12/07/09
TIME 16:27 '09

FINANCIAL MANAGEMENT

CREATE REQUISITIONS

PAGE 1
RP0290
PBEEBE

ORDER ORGANIZATION: 21280 CDBG 1176 HOUS PROG

=====

DESCRIPTION	VENDOR	REQUEST BY	QUANTITY	UNIT	COST/UNIT	ITEM TOTAL
-------------	--------	------------	----------	------	-----------	------------

178883 THOMPSON THIBODEAUX COMMUNITY REQUISITION: 60-0369386 PURCHASE ORDER: 09-0026337 CONTRACT: 5500010621

Invoice No. 10621-01 for Advance Payment THOMPSON THIBODEAUX COMMUNITY 12/10/09 1.0000 ONLY 12.920.0000 12.920.00
as per Resolution No. 113392. adopted VENDOR: 178883 CONFIRMING: NO REQUESTING EMPLOYEE: PBeebe
November 4, 2009

GENERAL LEDGER DISTRIBUTION GENERAL LEDGER ACCOUNT	PROJECT/SUB PROJECT	PERCENT	AMOUNT
21280-1176-139-7331	11833 002 08 HS TTPP TTPP admin	1.0000	.00

TOTAL REQUESTS: 1 12.920.00

TOTAL ALL VENDORS: 1 12.920.00

approvals
Rampoo 12/8/09 14:41
Quater 12/8/09 15:00

PROGRAM . . . : RP0200
REPORT . . . : Request Listing
USER : PBEEBE
DATE : 12/04/09
TIME : 11:24
HOLD : NO
COPIES . . . : 1
OUTPUT QUEUE: PB4450S3
DISTRIBUTION: *NONE

SELECTION OPTIONS

FROM REQUEST DATE: 12102009
THRU REQUEST DATE: 12102009
REQUEST EMPLOYEE : PBeebe
VENDOR : 178883 THOMPSON THIBODEAUX COMMUNITY
SUMMARY/DETAIL . : DETAIL
SEQUENCE BY . . . : DESCRIPTION

Exhibit D

ATTACHMENT II

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION (TTCDC)

Project New Coast Exterior Paint Program Cost Sheet

<u>Description of Service</u>	<u>Cost Paid for Service</u>
Paint House Complete Pressure Wash Remove All Loose Paint Prime Top Coat	\$1.25
Pressure Wash Only	\$.40
Weatherboards Replace and Install	\$8.20 per square foot
Soffits Replace and Install	\$5.10 per linear foot
Fascia Replace and Install	\$5.85 per linear foot
General Repairs	\$100.00 per repair TDB by TT CDC Representative

BRUCE J. McCONDUIT
Attorney at Law
3701 Canal Street, Ste. U
New Orleans, LA 70119
504-486-7700

RECEIVED
LEGISLATIVE AUDITOR
2013 SEP 16 AM 10:07

September 9, 2013

Daryl G. Pupera, CPA, CFE
Louisiana Legislative Auditor
P. O. Box 94397
Baton Rouge, LA 70804-9397

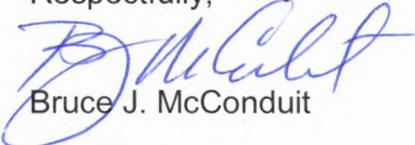
RE: Jefferson Parish Council, Thompson Thibodeaux Community
Development Corporation, Inc.

Dear Mr. Pupera:

Enclosed please find our Response to Allegation in regards to Sports Foundation
Summer Camp meals in the above referenced matter.

Should you have any questions, please do not hesitate to contact me.

Respectfully,


Bruce J. McConduit

cc: Debra Fochee, Parish Attorney
Brent McDougall
Thompson Thibodeaux

Response to Allegations in Regards to Sports Foundation Summer Camp Meals

Re: Jefferson Parish Council, Thompson Thibodeaux C.D.C. and Reverend Mansfield Educational Foundation, Inc. Audit on August 23, 2013

This letter serves as a response to fraudulent allegations, existing on pages 30 and 31, of the audit made by the Louisiana Legislative Auditor (LLA) against Jefferson Parish Council, Thompson Thibodeaux C.D.C. and Reverend Mansfield Educational Foundation, Inc. In regards to the section titled "Sports Foundation Summer Camp Meal Funds," as stated in our attached unsolicited response on June 18, 2013, Jefferson Sports and Scholastic Foundation (JSSF) has never had any dealing with the Thompson Thibodeaux C.D.C. Also, JSSF has never had any dealings with the Reverend Mansfield Thompson Educational Foundations, Inc. JSSF paid \$60,000 in 2007 and \$25,000 in 2008 to Faith Academy Summer Program to provide meals to four summer camp sites which were held at parks in Jefferson Parish. These funds were not a grant or donation but were payment for services rendered. As a result, there is no justification for the LLA putting funds from JSSF into these findings.

Attached you will find sworn affidavits from the directors of Kennedy Heights Playground and Williams Playlot summer camps. Meals were provided for both summer camps and each camp was operated by the Jefferson Parish Recreation Department (JPRD). An affidavit from the director of the summer programs operated by JSSF stating that JSSF provided breakfast and lunch daily for all campers is also attached. Meals were also provided for staff members at the JSSF sites. Sworn statements were also provided by Mrs. Mary Coleman and Mr. Clarence Williams, who worked for Faith Summer Program preparing and delivering meals, attesting that those services were provided on a daily basis to each camp site.

In addition, you will find sworn affidavits from JPRD playground employees attesting to the fact that they witnessed food being delivered to the sites. Three of these employees stated that they were interviewed twice by the LLA representatives and on each occasion these same employees informed LLA that breakfast and lunch were provided daily to all attendees of the summer camps. Why would this information not have been pertinent to the investigation? Why were these direct statements overlooked or purposely omitted from the investigation?

The JSSF sign-in sheets were discarded in December of 2009 by our camp director. JSSF provided the LLA representatives with the registration forms completed by the parents of all who signed up to attend the camps. Registration forms were collected for 163 campers in 2007 and 210 campers for the year of 2008. To our understanding, camps which were operated by JPRD and held at Kennedy Heights Playground and Williams Playlot were not interviewed by the LLA representatives. Both of these camps still had all of their attendance documentation. The director of the Kennedy Heights Camp signed an affidavit acknowledging that 50 breakfasts and 50 lunches were provided daily to their site for the entire camp of 2007 and the first session of 2008. The Williams Playlot director signed an affidavit stating that 55 meals were delivered to their site daily for the entire duration of summer camp during the year of 2007. Said deliveries

continued until June 27, 2008. The JSSF camp director states that a minimum of 120 breakfasts and 120 lunches were provided in 2007 and a minimum of 140 breakfast and 140 lunches were provided in 2008.

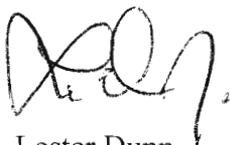
In 2010, during our interviews with Mr. McDougall of the LLA, our organization was questioned about why JSFF provided lunch to workers at the Johnny Jacobs Playground in addition to camp attendees. However, in the audit report, Mr. McDougall writes "it does not appear that Faith Academy provided meals for the Sports Foundation summer camps." It appears to us that this statement is a Gross Misrepresentation of the Truth. All of the attached affidavits will serve as verification of this.

During the summer of 2008, JSSF continued to operate in anticipation of receiving public funds. However, at the end of June 2008, all JSSF camps were closed when it became evident that the operation would not be funded. The organization lacked financial resources to pay for food already delivered for the entire month of June 2008. Consequently, on June 25th, a check in the amount of \$25,000 was written to JSSF from the committee to elect Byron Lee to pay for meals provided by the Faith Summer Program.

It is apparent from these findings that the money paid to Faith Summer Program by JSSF for meals provided were not comingled with any of the public funds received by Jefferson Parish Council, Thompson Thibodeaux C.D.C. and Reverend Mansfield Educational Foundation, Inc. The report states that \$62,800 of the funds was withdrawn from the \$85,000 and that \$3,550 were used to pay an American Express account. Our question is how is money that was paid for providing a service and not comingled with other funds subject to an audit of public funds received?

In closing, the funds that were provided to the Faith Summer Program were nonpublic funds. The money that Faith Summer Program received from JSSF was for services provided and evidenced by the attached affidavits, all of which were easily ascertainable by a professional auditor. It appears that this section of the report is an attempt to diminish the great service that was provided by the Jefferson Sports and Scholastics Foundation. How can a poorly investigated audit, in regards to the programs providing meals for the summer camps, question the failure and oversight of the parish council? It is within my sincerest hopes that the auditor, after reviewing this response and all attached affidavits, will correct the inflammatory statements against the Faith Summer Program and the Jefferson Sports and Scholastics Foundation in reference to meals provided.

Respectfully,



Lester Dunn
Former Executive Director of JSSF

Attached Affidavits: Sylvester Williams Jr., Former Director of Camps for JSSF
Bobbie B. Lewis, Director of Williams Playlot Summer Camp
Tiffany Firren, Director of Kennedy Heights Summer Camp
Shawn Buras, JPRD Kennedy Heights Playground
Cheryl Hannibal, JPRD Johnny Jacobs Playground
Kenneth Averette, JPRD Johnny Jacobs Playground
John Brooks, Jr., JPRD Martin Luther King Playground
Mary Agnes Cole, Faith Summer Program
Clarence Williams, Faith Summer Program

BRUCE J. McCONDUIT
Attorney at Law
3701 Canal Street, Suite U
New Orleans, LA 70119
504-486-7700

June 18, 2013

The Honorable Christopher L. Roberts, Chairman
Jefferson Parish Council
200 Derbigny Street
Gretna, LA 70053

RE: Louisiana Legislative Auditor investigative audit report on the Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc and Reverend Mansfield Thompson Educational Foundation, Inc.

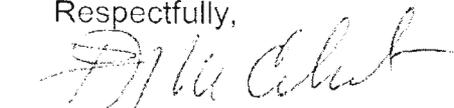
Dear Councilman Roberts:

Enclosed please find Response to Allegations in regards to Sports Foundation Summer Camp Meals in the above referenced matter.

Should you have any questions, please do not hesitate to contact me.

I remain

Respectfully,


Bruce J. McConduit

cc: Debra Forshee, Parish Attorney
Brent McDougall
Thompson Thibodeaux

Response to Allegations in Regards to Sports Foundation Summer Camp Meals

Re: Thompson Thibodeaux C.D.C Audit on May 23, 2013

This letter serves as an unsolicited response to fraudulent allegations, existing on pages 31 and 32, of the audit made by the Louisiana Legislative Auditor (LLA) against Thompson Thibodeaux C.D.C. In regards to the section titled "Sports Foundation Summer Camp Meal Funds," Jefferson Sports and Scholastic Foundation (JSSF) has never had any dealings with the Thompson Thibodeaux C.D.C. In addition, JSSF has never participated in monetary exchanges with Thompson Thibodeaux and is therefore not included as a source of public funding to Thompson Thibodeaux C.D.C. in the audit report by the LLA. As a result, the justification of the LLA putting funds from JSSF in these findings seems odd, to say the least.

Attached you will find sworn affidavits from the directors of Kennedy Heights Playground and Williams Playlot summer camps. Meals were provided for both summer camps and each camp is operated by the Jefferson Parish Recreation Department (JPRD). An affidavit from the director of the summer programs operated by JSSF stating that JSSF provided breakfast and lunch daily for all campers is also attached. Meals were also provided for staff members at the JSSF sites.

In addition, you will find sworn affidavits from JPRD playground employees attesting to the fact that they witnessed food being delivered to the sites. Three of these employees stated that they were interviewed twice by the LLA representatives and on each occasion these same employees informed LLA that breakfast and lunch were provided daily to all attendees of the summer camps. Why would this information not have been pertinent to the investigation? Why were these direct statements overlooked or purposely omitted from the investigation?

The JSSF sign-in sheets were discarded in December of 2009 by our camp director. JSSF provided the LLA representatives with the registration forms completed by the parents of all who signed up to attend the camps. Registration forms were collected for 163 campers in 2007 and 210 campers for the year of 2008. To our understanding, camps which were operated by JPRD and held at Kennedy Heights Playground and Williams Playlot were not interviewed by the LLA representatives. The director of the Kennedy Heights Camp signed an affidavit acknowledging that 50 breakfasts and 50 lunches were provided daily to their site for the entire camp of 2007 and the first session of 2008. The Williams Playlot director signed an affidavit stating that 55 meals were delivered to their site daily for the entire duration of summer camp during the year of 2007. Said deliveries continued until June 27, 2008. The JSSF camp director states that a minimum of 120 breakfasts and 120 lunches were provided in 2007 and a minimum of 140 breakfast and 140 lunches were provided in 2008.

In 2010, during our interviews with Mr. McDougall of the LLA, our organization was questioned about why JSSF provided lunch to workers at the Johnny Jacobs Playground in addition to camp attendees. However, in the audit report, Mr. McDougall writes "it does not appear that Faith Academy provided meals for the Sports Foundation summer camps." It appears

to us that this statement is a Gross Misrepresentation of the Truth. All of the attached affidavits will serve as verification of this.

During the summer of 2008, JSSF continued to operate in anticipation of receiving public funds. However, at the end of June 2008, all JSSF camps were closed when it became evident that the operation would not be funded. The organization lacked financial resources to pay for food already delivered for the entire month of June 2008. Consequently, on June 25th, a check in the amount of \$25,000 was written to JSSF from the committee to elect Byron Lee to pay for meals provided by the Faith Summer Program.

In closing, the funds that were provided to the Faith Summer Program were nonpublic funds. The money that the Faith Summer Program received from JSSF was for services provided and evidenced by the attached affidavits, all of which were easily ascertainable by a professional auditor. It appears that this section of the report is an attempt to diminish the great service that was provided by the Jefferson Sports and Scholastics Foundation. How can a poorly investigated audit, in regards to the programs providing meals for the summer camps, question the failure and oversight of the parish council? It is within my sincerest hopes that the auditor, after reviewing this response and all attached affidavits, will correct the inflammatory statements against the Faith Summer Program and the Jefferson Sports and Scholastics Foundation in reference to meals provided.

Respectfully,



Lester Dunn
Former Executive Director of JSSF

Attached Affidavits: Sylvester Williams Jr., Former Director of Camps for JSSF
Bobbie B. Lewis, Director of Williams Playlot Summer Camp
Tiffany Firren, Director of Kennedy Heights Summer Camp
Shawn Buras, JPRD Kennedy Heights Playground
Cheryl Hannibal, JPRD Johnny Jacobs Playground
Kenneth Averette, JPRD Johnny Jacobs Playground
John Brooks, Jr., JPRD Martin Luther King Playground

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Bruce S. McConduit

on this

18th

day of June, 2013, personally appeared

Syvester Williams Sr

, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,

deposes and says:

In 2007, a minimum of 120 breakfasts and 120 lunches were provided daily for the campers and the staff of the camps that were operated by the Jefferson Sports and Scholastic Foundation. In 2008 a minimum of 140 breakfasts and 140 lunches were provided daily for these camps. These meals were in addition to the meals that were provided to the camps that were operated by Jefferson Parish.

BEFORE ME, the undersigned authority, this day personally appeared _____ and oath stated that the facts herein states are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME before me on this 18th day of June, 2013.

[Signature]

[Signature]

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON }

BEFORE ME, the undersigned Notary,

Freddie King III on this

14th day of June, 2013, personally appeared

Bobbie B. Lewis, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

Jefferson Sports and Scholastic Foundation provided breakfast and lunch for 55
campers at the the summer camp, which was held at the Williams Playlot, for the entire
camp of 2007 and until June 27th of the 2008 camp.

BEFORE ME, the undersigned authority, this day personally appeared
Bobbie B. Lewis and oath stated that the facts herein states are true and
correct. SWORN TO AND SUBSCRIBED BEFORE ME before me on this
14th day of June, 2013.

Bobbie Lewis

Freddie King III

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Freddie King III on this

14th day of June, 2013, personally appeared

Tiffany Firren, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,

deposes and says:

Jefferson Sports and Scholastic Foundation provided breakfast and lunch for 50
campers at the the KAWK Camp, which was held at the Kennedy Heights Playground,
for the entire camp of 2007 and the first session of the 2008 camp.

BEFORE ME, the undersigned authority, this day personally appeared

Tiffany Firren and bath stated that the facts herein states are true and correct. SWORN TO AND SUBSCRIBED BEFORE ME before me on this

14th day of June, 2013.

Tiffany Firren

Freddie King III

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Freddie King III on this

14th day of June, 2013, personally appeared

Shawn Burras, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

Jefferson Sports and Scholastic Foundation provided breakfast and lunch for the
KAWK Camp, which was held at the Kennedy Heights Playground, for the entire camp
of 2007 and the first session of the 2008 camp.

BEFORE ME, the undersigned authority, this day personally appeared
Shawn Burras and oath stated that the facts herein states are true and
correct. SWORN TO AND SUBSCRIBED BEFORE ME before me on this
14th day of June, 2013.

S. Burras

Freddie King III
NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON }

BEFORE ME, the undersigned Notary,

Freddie King III on this

14th day of June, 2013, personally appeared

John A. Brooks, Jr., known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

On 2 occasions, I was interviewed by representatives of the LA Legislative Auditor's
office about the summer camps that were run by the Jefferson Sports and Scholastic
Foundation. During both interviews, I was asked weather I witnessed food being
supplied to the campers in 2006, 2007 and 2008. On both occasions I expressed to the
Auditors that breakfast and lunch were served to all the kids daily.

BEFORE ME, the undersigned authority, this day personally appeared
John A. Brooks, Jr. and oath stated that the facts herein states are true and correct.
SWORN TO AND SUBSCRIBED BEFORE ME before me on this 14 day
of June, 2013.

John A. Brooks, Jr.

Freddie King III
NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Frederic King IV on this

14th day of June, 2013, personally appeared

Cheryl Hannibal, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

On 2 occasions, I was interviewed by representatives of the LA Legislative Auditor's office about the summer camps that were run by the Jefferson Sports and Scholastic Foundation. During both interviews, I was asked weather I witnessed food being supplied to the camps at Johnny Jacobs Playground, in 2006, 2007 and 2008. On both occasions I expressed to the Auditors that breakfast and lunch were served to all involved with the camps daily.

BEFORE ME, the undersigned authority, this day personally appeared Cheryl Hannibal and oath stated that the facts herein states are true and correct.
SWORN TO AND SUBSCRIBED BEFORE ME before me on this 14th day of June, 2013.

Cheryl Hannibal

Frederic King IV
NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for 4 yr

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON }

BEFORE ME, the undersigned Notary,

Freddie King III on this

14th day of June, 2013, personally appeared

Kenneth Auerette, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

On 2 occasions, I was interviewed by representatives of the LA Legislative Auditor's
office about the summer camps that were run by the Jefferson Sports and Scholastic
Foundation. During both interviews, I was asked weather I witnessed food being
supplied to the camps at Johnny Jacobs Playground, in 2006, 2007 and 2008. On both
occasions I expressed to the Auditors that breakfast and lunch were served to all
involved with the camps daily.

BEFORE ME, the undersigned authority, this day personally appeared
Kenneth Auerette and oath stated that the facts herein states are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME before me on this 14th day
of June, 2013.

Kenneth Auerette

Freddie King III

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: Commissioned for life

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Freddie King III on this

1st day of ~~June~~ ^{July}, 2013, personally appeared

Mary Agnes Coleman, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

In 2007, a minimum of 120 breakfasts and 120 lunches were provided daily for the campers and the staff of the camps that were operated by the Jefferson Sports and Scholastic Foundation. In 2008 a minimum of 140 breakfasts and 140 lunches were provided daily for these camps. These meals were in addition to the meals that were provided to the camps that were operated by Jefferson Parish.

BEFORE ME, the undersigned authority, this day personally appeared Mary Agnes Coleman and oath stated that the facts herein states are true and correct.
SWORN TO AND SUBSCRIBED BEFORE ME before me on this 9th day of July, 2013.

Mary A. Coleman

Freddie King III

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: until death

AFFIDAVIT

STATE OF LOUISIANA }
PARISH OF JEFFERSON}

BEFORE ME, the undersigned Notary,

Freddie King III on this

9th day of ~~June~~^{July}, 2013, personally appeared

Clarence Williams, known to me to be a

credible person and of lawful age, who being by me first duly sworn, on their oath,
deposes and says:

In the summer of 2007 and for the month of June in 2008, a minimum of 200
breakfasts and a minimum of 200 lunches were prepared at Faith Academy for
Jefferson Sports and Scholastic Foundation. These meals were delivered to summer
camps in Jefferson Parish daily, Monday through Friday.

BEFORE ME, the undersigned authority, this day personally appeared
Clarence Williams and oath stated that the facts herein states are true and correct.
SWORN TO AND SUBSCRIBED BEFORE ME before me on this 9th day
of July, 2013.

Clarence Williams

Freddie King III

NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: until death

Michael Hunter
4004 North Chipwood Drive
Harvey, Louisiana 70058

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

September 5, 2013

To whom it may concern

As per your request, I, Michael Hunter am responding to the letter concerning the investigative audit report on the Jefferson Parish Council.

My response is as follows: As documented, Jefferson Parish presented a beautification program to help homeowners. Paint was provided to me as a homeowner with the stipulation that I as a homeowner would be responsible for labor. Soon after, the parish then introduced a new project that would require that you meet certain rules and guidelines. The guidelines were such that homeowners had to be senior and/or low income.

In reference to Oden Environmental and Phoenix Global, Oden Environmental and Phoenix Global acquired the service of SAM Enterprises to supervise and perform jobs under the lead paint and encapsulation program. There were numerous jobs performed, all of which SAM Enterprises were qualified to execute. Attached you will find a copy of the certificate of training that will show that SAM Enterprises was qualified to perform the assumed tasks.

Sincerely,

Michael Hunter



CERTIFICATE OF TRAINING

LEAD TRAINING PROGRAM

This is to certify that

Michael L. Hunter
LA004089277

Has completed 32 hours of Training as required by TSCA Title IV, 40 CFR 745 & LAC 33:III 2805, entitled

LEAD SUPERVISOR INITIAL

Presented by

XAVIER UNIVERSITY OF LOUISIANA
7325 PALMETTO STREET
NEW ORLEANS, LA 70125
(504) 520-5439

"Under civil and criminal penalties of law for the submission of false or fraudulent statements or representations (R.S. 30:2025), We certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR 745, and LAC 33: III: 2805."

Instructor Andrew H Rodgers
Andrew H Rodgers
(Void without stamps of Training Manager)

COURSE DATE: February 22-25, 2005
XULA CERTIFICATE #022505004089277
EXPIRES: February 25, 2006



July 17, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

Re: Phoenix Global Engineering and Construction, Inc Response to
Draft of Investigative Audit Report
Jefferson Parish Council, Thompson Thibodeaux
Community Development Corporation, Inc. and
Reverend Mansfield Thompson Educational Foundation, Inc.
Dated: May 23, 2013

Phoenix Global Engineering and Construction, Inc, (Phoenix Global) has received a copy of the preliminary proposed Legislative Auditor's report dated May 23, 2013. After reviewing the report Phoenix Global believes the report contains inaccurate facts, omits certain facts and contains misleading statements which Phoenix Global request be changed in the final report.

1. The report refers to the program Phoenix Global provided services as a "painting program". In fact it was a lead encapsulation program. Phoenix Global believes the use of the name "lead encapsulation program" instead of painting program or paint program conveys the true nature of the program it participated in. Phoenix Global request that all references to the program be changed to its proper name "lead encapsulation program".
2. In the chart on page 11 of the report, captioned "*Thompson Thibodeaux Contractors and Relationships*", the auditor states that Mr. Paul Johnson is the owner of Phoenix Global and is a business partner of Mr. Alvin Boudreaux, the Executive Director of Thomas Thibodeaux. The auditor also notes in his report at page 12, "From 2007 to 2011 Phoenix Global was paid \$122,835 for services billed to the paint program".

This implies that Phoenix Global received \$122,835.00 as a result of some relationship with Mr. Boudreaux. A complete review of the facts shows this is incorrect.

First Mr. Johnson has never been a business partner of Mr. Boudreaux and there was no relationship between Phoenix Global and Mr. Boudreaux.

But more importantly Mr. Boudreaux met his demise on December 7, 2007. (See Social Security Administration Master Death Index. See also Times Picayune obituaries Dec. 7, 2007. Also Mr. Johnson advised the auditor of year of Mr. Boudreaux's demise)

Phoenix Global could not locate any invoices showing it performed any work for Thompson Thibodeaux while Mr. Boudreaux was alive. Phoenix global believes if any work was performed in 2007 it was a de minimis amount of work and Mr. Boudreaux was no longer actively involved in Thompson Thibodeaux.

Finally all, of the \$122,835.00 was billed after Mr. Boudreaux's demise in the years 2008 to 2011. The only invoices that Phoenix Global records reflect are for 2009 to 2011

The chart also denotes Mr. Johnson as the owner of Phoenix Global. Mr. Johnson advised the auditor he was not the sole owner of Phoenix Global and that his ownership was limited to 1/3rd of the stock in Phoenix Global.

The chart also reflects, "The spouse of the Sam Enterprise owner (Michael Hunter) was a Thompson Thibodaux employee."

After reading the report Phoenix Global inquired as to Mrs. Hunter's past and current status with Thompson Thibodaux. It was advised, Mrs. Hunter was simply a part time employee of Thompson Thibodaux. She was not a member of the Board, was not a full time employee, and to the knowledge of Phoenix Global had no decision-making authority.

The statement contained relating to Mrs. Hunter is misleading in that it gives an impression she was in a decision making position that could influence jobs given to Phoenix Global. The statement if relevant at all should be changed to reflect Mrs. Hunter's true position as a part time non decision making employee.

It should also be noted in the report all work for 2008 to 2011 (which was most, if not all of the work) performed by Phoenix Global was under a publicly bid contract (i) in which Phoenix Global was the low bidder, (ii) Phoenix Global was awarded the sole contract for the lead encapsulation program for those years and (iii) neither Mr. Boudreaux nor Mrs. Hunter took any part in decision to award the contract to Phoenix Global. (See full discussion below.)

Phoenix Global requests that the above response be attached to or noted in the final report or that the final report be amended to reflect the above. In particular the report state (i) Mr. Johnson is not the sole owner of Phoenix Global and his actual percentage of ownership, (ii) the date of Mr. Boudreaux's death of December 7, 2007, (iii) the amount of work performed by Phoenix Global prior to December 7, 2007 for the lead encapsulation program, (iv) Mr. Johnson and Mr. Boudreaux were not business partners, (v) Mrs. Hunter was a part time non decision making employee of Thompson Thibodeaux, (vi) all work performed by Phoenix Global from 2008 to 2011 (a) was a result of a public bid process, (b) in which Phoenix Global was the low bidder and (c) was awarded the sole contract for the lead encapsulation program for the years 2009 until the conclusion of that phase of the program and (vii) neither Mr. Boudreaux nor Mrs. Hunter took part in the decision to award Phoenix Global the contract.

3. The auditor also states on page 13 states:

However, according to Sam Enterprise owner Michael Hunter. In addition to being a subcontractor of Oden Environmental (in 2005), he was also a subcontractor for Phoenix Global (2008-2011) and he created all of the Phoenix Global invoice were sent to Thompson Thibodeaux.

He added that although he prepared the Phoenix Global invoices, he did not provide all of the services represented on those invoices. Because, Mr. Johnson refused to identify all of the subcontractors who performed the services represented on these invoices we could not determine if the contractors who provided the services were qualified in accordance to federal regulations.

While the statement is correct that Mr. Hunter prepared the invoices for Phoenix Global and that "he did not perform all of the services represented on those invoices", the wording gives the impression that Phoenix Global directed that Sam Enterprise (Mr. Hunter's company) invoices to be increased for work not performed and in turn the lead encapsulation program paid Phoenix Global for unperformed

work. (For a discussion of how Phoenix Global determined (i) the amount, (ii) type of work, (iii) reimbursed charges and (iv) Total Cost of for an invoice see discussion below.)

This is incorrect.

In addition to invoices for lead encapsulation jobs Sam Enterprise (Mr. Hunter's company) solely performed work, Mr. Hunter also prepared invoices for jobs Phoenix Global itself or other subcontractors that Sam Enterprise did not perform any work.

Phoenix Global notes (i) Mr. Hunter did not state and (ii) the report does not state, that Phoenix Global directed Mr. Hunter to charge for additional work not performed by him on jobs Sam Enterprise was the sole subcontractor.

However, the wording by the auditor would lead one to assume there was work not performed by Mr. Hunter, but billed on the Sam Enterprise invoices he prepared.

While Phoenix does not know what the exact content of Mr. Hunter's statement to the auditor was, it notes Mr. Johnson advised the auditor of this procedure.

Phoenix Global requests that the above response be attached to or noted in the final report or that the final report be amended to reflect the above. In particular that Mr. Hunter that the report be changed to reflect that in addition to Sam Enterprise invoices, Mr. Hunter prepared invoices for work performed on jobs by Phoenix Global and its other subcontractors.

4. The other problem is the auditor's misunderstanding of Phoenix Global's participation in the program and its administration.

The auditor treats the lead encapsulation program as one process when in fact there were 2 procedures (i.e. ways of awarding contracts).

Originally there was a program that the other contractors performed work directly for Thompson Thibodeaux. However this program was terminated.

Mr. Johnson told the auditor that in 2009 the lead encapsulation program was advertised for public bid and publicly bid. Phoenix Global was the low bidder (in fact the bid price was lower then the current price currently in use by Thompson Thibodeaux). As a result of being the qualified low bidder Phoenix Global was awarded the sole contract for the lead encapsulation program.

Thus meeting the auditor's objection that the lead encapsulation program was not bid in accordance with R.S. 382212(A)(1)(d), defines the contract limit when a public work shall be advertised let by contract to the lowest responsible bidder as "hundred thousand dollars per project." (See footnote 5 of report.)

Also part of the bid requirements were the successful bidder had to be licensed for lead encapsulation and have proper insurance. All of which Phoenix Global met and it was awarded the contract. (It should be noted: (i) there were other higher bidders who were not awarded the contract and (ii) there was only one contract awarded and that was to Phoenix Global.)

Phoenix Global is attempting to secure a copy of the bid, bid notice, evaluation sheets, etc. from Thompson Thibodeaux and the Housing Authority.

The work Phoenix Global performed in the lead encapsulation program was almost exclusively under this bid contract. (Prior to the bid Phoenix Global estimates it did less than 5 jobs.)

Because of the public bid, Phoenix Global does not believe the use of the RS Means costs apply to the work performed by it. Phoenix Global believes, in the light of the publicly advertised bid, the bid price is the correct price to use.

If the auditor's logic were carried to its conclusion, any state or local project that is publicly bid that is greater than the RS Means price would be illegal. Or to state it another way, there is no need for the public bid law, state contracts could be let simply to an approved list at the RS means price.

Additionally, the work was for lead encapsulation, not just painting. In accordance with the bid, the cost charged by Phoenix Global, were calculated based on lead encapsulation without regard to whether there was lead to be encapsulated.

From the report it is not possible to determine if the RS Means price is for lead encapsulation or for regular non-lead encapsulation painting. If non-lead encapsulation painting was used in the auditor's calculations this is incorrect. The costs for lead encapsulation painting, given the environmental regulations and issues, is more expensive and costly.

The process used by Thompson Thibodaux was as follows:

- a. A homeowner would make application for work to be done on their house under the program.
- b. A determination would be made if the homeowner qualified under the program.
- c. Thompson Thibodaux would conduct a pre approval inspection of the house to determine if the work requested was needed on the house, determine the work to be done and calculate the square footage of the lead encapsulation and other work to be done.
- d. Once the work to be done was approved by Thompson Thibodaux and the Parish, Thompson Thibodaux it would issue a work order to Phoenix Global, describing the work to be done and stating square and linear footage calculations.
- e. Phoenix Global or one of its subcontractors conducted the work.
- f. Phoenix Global notified Thompson Thibodaux, when the work was completed.
- g. Phoenix Global would then submit an invoice for payment by simply multiplying the square footage or linear footage as appropriate in the work order by the agreed bid price along with other separately reimbursable cost and expenses incurred and submit an invoice in compliance with the job work order.
- h. Thompson Thibodaux would conduct a final inspection to verify the work was performed as required.
- i. Additionally the Parish would inspect the work to be sure the work was done in compliance with the job work order and the homeowner application.
- j. The Parish of Jefferson would not pay Thompson Thibodaux until such time it approved the work.
- k. No invoice would be paid until the final inspection by Thompson Thibodeaux was made, the work was approved, and Thompson Thibodeaux received payment from Jefferson Parish.
- l. Phoenix Global relied on the calculations of the square and linear footage made by Thompson Thibodeaux and the approval of the work by Thompson Thibodeaux. Phoenix Global made no independent calculation of the square or linear footage. Also as to subcontractors did not make any independent inspection of the work. Instead it relied on the inspection and footage calculations made by both Thompson Thibodeaux and the Parish of Jefferson that the work was performed in accordance with the job work order. (Note: The Parish and Thompson

Thibodeaux would only pay based on their calculations. It would not pay based on calculations made by Phoenix Global.)

The auditor cites there were 7 instances, where the square footage charge by Phoenix Global was greater than the actual square footage, calculated by the auditor.

At no time did Phoenix Global calculate the square footage for any job. As described above, for each job Phoenix Global would receive a job work order from Thompson Thibodeaux describing the work and containing the square or linear footage of the work. The invoice was based on the calculations received from Thompson Thibodeaux.

The report does not state the addresses of the houses or the difference between the invoiced footage and the auditor's calculated footage. As a result Phoenix Global is unable to respond to this part of the report and request the locations and calculations of the houses, along with the invoices in order to adequately respond.

It may well be that there was a mistake as to the locations, i.e. wrong location billed, or that there were different methods used to calculate the square or linear footage. But without the above information Phoenix cannot respond.

Also the report states at page 14 none of the homeowners received copies of the invoices and did not know what work was performed. First there was no requirement that the homeowners receive an invoice. All invoices were made to Thompson Thibodeaux and not the homeowners.

Second, it would seem that if lead encapsulation, pressure washing, and repairs took place, the homeowner would generally know work had been done.

It should be noted in the report however, in those cases where the actual square or linear footage was greater than the amount received from Thompson Thibodeaux the lower (Thompson Thibodeaux) figure was used not the actual amount. In order to determine if the lead encapsulation program was actually overcharged all of the footage for all of the houses would have to be recalculated.

The auditor mentions 2 specific instances. Again without specific knowledge of the locations Phoenix Global cannot directly comment on the issues. But in general Phoenix Global notes:

- a. The homeowner made an application for the program stating the work they wanted to be done.
- b. Thompson Thibodeaux conducted a pre approval inspection to determine the work to be done. This included a calculation of the square and linear footage of the work to be done.
- c. The Parish of Jefferson approved the work to be done on each house.
- d. The work order contained the square footage calculated by Thompson Thibodeaux.
- e. The work order also contained the work to be done as determined by Thompson Thibodeaux's pre approval inspection and approved by the Parish of Jefferson.
- f. The jobs were subcontracted out to Sam Enterprise (Michael Hunter's company).
- g. At the conclusion of the work both the Parish of Jefferson and Thompson Thibodeaux inspected the job to verify the work described on the work order had been satisfactorily performed and gave their approvals of the work.
- h. The Parish only made payment to Thompson Thibodeaux for the work once it inspected and approved the work done on the house.
- i. Likewise Thompson Thibodeaux did not approve the invoices issued by Phoenix Global for payment until it conducted a final inspection of each job.

- j. Thompson Thibodaux only paid Phoenix Global after it received payment from Jefferson Parish for the jobs (i.e. after the Parish inspection and approval).
- k. Phoenix Global did not inspect the jobs or calculate the footage. Instead it relied on the inspection and approval of Thompson Thibodeaux and Jefferson Parish. It also relied on the calculations made by Thompson Thibodeaux of the footage and the description of the work as approved by Jefferson Parish.
- l. Invoices were submitted in accordance with the footage and work described in the work orders based on the assumption the work had been done based on Thompson Thibodeaux's and the Parish's approval of the work.

One case cited in the report states that Phoenix Global billed Thompson Thibodeaux for pressure washing, priming and painting 1,600 square feet and pressure washing an additional 1,900 square feet at a house located in Harvey, Louisiana. It also states that the homeowner said only the ceiling of here carport and a few wood steps were painted. The auditors' measurements were 548 square feet. Also the report says the house had vinyl siding.

In the second example the reports states Thompson Thibodeaux was invoiced for pressure washing, priming and painting 1,836 square feet, pressure washing 1600 square feet, and for 180 square feet of weatherboard repairs. The report also states the auditor determined that only 450 square feet of paint services were performed.

In this example the reports cites there was a also a quote from Home Depot for materials that was submitted to Thompson Thibodeaux, but Home Depot records did not reflect Phoenix Global or Michael Hunter paid for the materials. Also the report states the homeowner said there were no weatherboard repairs made.

Phoenix Global notes the process for these jobs were as follows: (i) the homeowner applied to the program and described the work it wanted done. (ii) Thompson Thibodaux and the Parish performed a pre approval inspection to determine if the requested work was required (Thompson Thibodaux also calculated the square and linear footage for the job), (iii) based on the 2 pre approval inspections and calculations, Thompson Thibodaux issued a work order to Phoenix Global, (iv) the work order described the work to be done as approved by Jefferson Parish and Thompson Thibodaux and contained the calculated square or linear footage, (v) Thompson Thibodaux only paid based upon its work description and footage calculations, (vi) upon completion of the work, Phoenix Global submitted an invoice to Thompson Thibodaux, (vii) both Jefferson Parish and Thompson Thibodaux, inspected the job to determine (a) if the work described in the work order had been performed and (b) the work had been satisfactorily performed, (viii) Phoenix Global received payment only after both the Parish and Thompson Thibodaux inspected and approved the work.

Once again Phoenix Global is unable to respond directly to this part of the report due to lack of identification of the 2 houses and request the locations in order to be able to respond.

However based on the above for the report to be correct, (i) Thompson Thibodaux would have issued a work order to Phoenix Global for work not requested by the homeowner in its application, (ii) the square footage stated in the work order to Phoenix Global would have been misstated by Thompson Thibodaux and (iii) Thompson Thibodaux's and the Parish's inspector conducting the final inspections would not have notice (a) the work was not done or not needed (as in the case of the vinyl siding, the weather boarding, and garage roof and (ii) the calculations of the square footage was not correct. (No invoice was paid unless the work had been approved.)

Also the report at page 14 says the homeowners did not know what work was performed because they did not receive a copy of the invoice. If this statement is true, how did they know what work was not done in these 2 cases.

Finally the report makes reference to the Home Depot a quote for materials. Phoenix Global has no record of this quote. However, it believes it was probably submitted to show the cost of the materials, purchased by Mr. Hunter previously or by cash.

Phoenix Global requests that the above response be attached to or noted in the final report or that the final report be amended to reflect the above. In particular

- (i) In 2009 the lead encapsulation program was put out for public bid,
- (ii) The number of bidders, their bid cost and that Phoenix Global was the lowest qualified bidder,
- (iii) Phoenix Global is (a) a licensed as lead encapsulation contractor and (b) holds all required regulatory permits and insurance,
- (iv) During the period starting 2009 Phoenix Global was the sole contractor under the programs as a result of the public bid process,
- (v) Phoenix Global and the lead encapsulation program complied with R.S. 382212(A)(1)(d),
- (vi) The procedure employed for work to be done under the lead encapsulation program was as follows:
 - (a) A homeowner would make application as part of the application the homeowner would describe the work to be done on their house under the program,
 - (b) A determination would be made if the homeowner qualified under the program.
 - (c) Thompson Thibodaux and the Parish of Jefferson would conduct a pre approval inspections of the house to determine if the work requested was needed on the house, determine the work to be done and calculate the square footage of the lead encapsulation and other work to be done,
 - (d) Once the work was approved by Thompson Thibodaux and the Parish, Thompson Thibodaux would issue a work order to Phoenix Global, describing the work to be done and stating square and linear footage calculations,
 - (e) The work was conducted by Phoenix Global or one of its subcontractors,
 - (f) Phoenix Global notified Thompson Thibodaux, when the work was completed Thompson Thibodaux. and issued an invoice to Thompson Thibodaux for the job by simply multiplying the square footage or linear footage stated on the work order by the agreed bid price along with other separately reimbursable cost and expenses incurred per the work order.
 - (g) Jefferson Parish would conduct a final inspection to verify Phoenix Global had performed the work described in the work order and issue its approval of the work.
 - (h) The Parish of Jefferson would not issue payment to Thompson Thibodaux for any job until such inspection and the Parish approved the work.
 - (i) Thompson Thibodaux would also conduct an final inspection to verify the work was performed as required and approve the work performed by Phoenix Global.
 - (j) No invoice would be paid until the final inspections by Thompson Thibodeaux and Jefferson Parish were made and the work approved by each of them.
- (vii) Phoenix Global relied on the calculations of the square and linear footage made by Thompson Thibodeaux contained in the job work order for each house,
- (viii) Phoenix Global did not perform any independent calculations of square or linear footage.

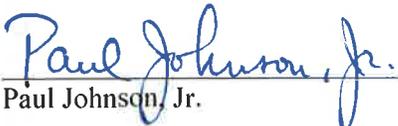
- (ix) Phoenix Global relied on the pre approval inspections and approvals of work to be performed, as described in the job work order, by both Thompson Thibodeaux and Jefferson Parish to determine what work was to be done for each job. Phoenix Global made no independent determination as to the work to be performed.
- (x) Phoenix Global relied on the final inspection approval of the work by both Jefferson Parish and Thompson Thibodeaux, to determine if its subcontractors (a) had performed proof the work described in the job work order and (b) the work was preformed satisfactorily.
- (xi) Jefferson Parish would make payment to Thompson Thibodeaux for each job only after the Parish conducted its inspection of each job.
- (xii) Until Thompson Thibodeaux received payment from Jefferson Parish, Thompson Thibodeaux did not have any money to pay Phoenix Global.
- (xiii) Thompson Thibodeaux would only pay based on its calculations. It would not pay based on calculations made by Phoenix Global.
- (xiv) Thompson Thibodeaux would only pay invoices once Thompson Thibodeaux inspected the work performed on each job and approved the work as being cone in accordance with the job order issued by Thompson Thibodeaux.
- (xv) Any work on the examples cited in the report had to be requested by the homeowner and approved by Thompson Thibodeaux and Jefferson Parish.
- (xvi) Phoenix Global was under no obligation to provide a homeowner with a copy of the invoice, especially in light of the requirement that the homeowner describe what work they requested to be done in the homeowner's application.
- (xvii) Phoenix Global is unable to address the 7 cases, including the 2 cited examples of overcharges because the location and calculations for the 7 cases, in particular the 2 examples are not disclosed in the report. And
- (xviii) Phoenix Global has requested the location of the 7 cases cited for overcharging but has not received them.
- (xix) The RS Means cost for the services does not apply to the work performed by Phoenix Global, because the contract was publicly bid and Phoenix Global price was the lowest. In fact Phoenix Global's bid was lower than the amounts being charged by the contractors in the previous years. As a result the price was reduced.
- (xx) The report does not state whether the RS Means cost used in the report is for lead encapsulation or other painting as a result the cost used should be disclosed.

Thank you for your kind considerations in this matter.

With kind personal regards,

Phoenix Global Engineering and Construction, Inc.

By:


Paul Johnson, Jr.

Jerome McGowan

1200 Lake Frances Drive
Gretna, LA 70056

504-813-4504 Cell

Email - jrmmcg2007@yahoo.com

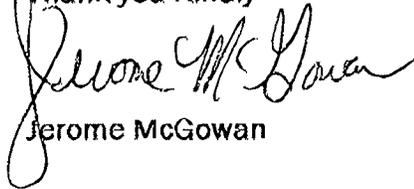
Fax Transmittal Form

To: Louisiana Legislative Auditor	
Attn: Daryl G. Purpera, CPA, CFE	
From: Jerome McGowan	

CC:	Date Sent: <i>Sept. 16, 2013</i>
Phone: (225) 339-3800	Number of Pages: 3
Fax: (225) 339-3870	

Message: Reply concerning Jerome McGowan on your draft investigative audit report on the Jefferson Parish Council, Thompson Thibodeaux CDC and Reverend Mansfield Thompson Educational Foundation, Inc.

I'm faxing the reply that i have to date, because the due date is today. However I really need more time to complete this reply if more detailed information is needed.

Thank you Kindly

Jerome McGowan

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

September 9, 2013

Dear Mr. Purpera,

I, Jerome McGowan am writing to request more time in giving my written response to the draft investigative audit report on the Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc. and Reverend Mansfield Thompson Educational Foundation, Inc. mail to me via Certified Mail No. 7009 34100 000 4001 3958. I'm requesting two additional weeks change due date to Sept. 23, 2013.

I am very busy (family, work, church ministry and volunteer at the food pantry) this audit I have long been awaiting (@ three years). I need more time to review and reply. I have two issues that I would like to begin with;

- 1) Comingled funds, page 2 of 36; Thompson Thibodeaux did comingle its public and private funds (fund raisers and donations). I was made aware of that on my first meeting with Mr. Brent McDougall and two others. When I assumed the role of Executive Director by the Board of Directors to replace Mr. Alvin Boudreaux, Thompson Thibodeaux Community Development Corporation, Inc. bank account and other contracts were already in place. I did not have authority to open accounts, my name and signature was just added to existing accounts. However, under no time did Thompson Thibodeaux Community Development Corporation, Inc. comingle funds with Reverend Mansfield Thompson Education Foundation, Inc. that I am aware of. Funds were paid to Faith Academy for its Mentorship Programs.
- 2) Thompson Thibodeaux Community Development Corporation, Inc. and Jefferson Parish had a Lead Paint Encapsulation Program cooperative endeavor agreement, page 4 & 5; Lead is a serious health hazard and is addressed and funded under HUD federal guidelines. I had over 10 years experience with many Federal EPA and LADEQ regulations with my past employer in fact I was registered with the state as the company's "Radiation Safety Officer" before coming to Thompson Thibodeaux CDC and becoming certified in Lead Paint Abatement Supervisor. I insured all paint contractor company had this certification, those that did not was disqualified from the program. I set up Lead Paint Painters certification classes and @ 50 people attended this training (painters, some supervisors and owners) all working under Thompson Thibodeaux's Paint Program. These individuals were all registered with the state upon successfully completing the course with the 90% score as required. Lead is a hazard and must be handled and disposed

of properly. This was not minor paint and home repair as was stated. It was a lead paint encapsulation with minor repairs program.

- 3) The New Orleans RS Means rates used, page 4 and throughout the document; the RS Means cost that you used was not for lead paint. The federal government (HUD) recognizes two methods to limit the lead exposure; a) Lead Encapsulation – the covering of the lead hazard, cost under \$25K, b) Lead Abatement – total removal and properly disposal of all lead sources, cost above \$25K. You can find these rates in the RS Means but you must go under lead paint abatement cost.com or leadbasepaintencapsulation.com. These cost are in line with the cost of TTCDC paint program cost , in fact TTCDC cost were lower and our max cost on a lead paint home was \$5K.

Monday, September 16, 2013!

- 4) Page 6 & 7 of 36; TTCDC had all require documentation for the paint program; some documentation was damaged from Hurricane Katrina and had to be destroyed. We had a large number of applicants that did not qualify (either their income or the house had too much damaged or was too large) we sent out rejection letters to those persons. We also got clients from the Parish Code enforcement.
- 5) Page 7 of 36; Expenses not incurred and Services not provided – all pay request submitted to the Parish were not paid by TTCDC some were paid directly to the vendor or contractors. The agreement/endeavor had expired so the auditor and some contractors were paid from the pay request submitted.
- 6) Some of the properties we included the garage as part of the project, especially if it could be seen from the crib.
- 7) Page 14 -15; Possible conflicts of Interest; the only possible conflicts that I was aware of was with Williams Alliance. I suspended their services and wrote to the LA state ethics board for an opinion of this issue. The other was Mark Spears being on our Board of Directors, he resigned his position. I did a letter for Mr. Spears addressing this issue.
- 8) Pages 19 – 36; The Mentorship Programs – the only involvement I had (once I became Executive Director) was getting documentation required showing the expenditures and issuing a 1090 for LA Dept. of Social Services grant. These programs were run by;
 - a. Louisiana Department of Social Services – Mr. Alvin Boudreaux
 - b. Governor's Office of Urban Affairs and Development – Mrs. Jackie
 - c. Jefferson Parish Council – Mr. Eddie Williams

This is the best reply that I could give on these issues, trying to meet the required deadline.

Thank You Kindly

Jerome McGowan
504-813-4504 cell

TRACIE L. WASHINGTON

A PROFESSIONAL LAW CORPORATION

ATTORNEY•MEDIATOR

LOUISIANA AND TEXAS

1631 ELYSIAN FIELDS AVENUE • NEW ORLEANS • LOUISIANA • 70117

TEL: 504.872.9134 • FAX: 504.872.9878

June 13, 2013

via email: dpurpera@lla.la.gov

Daryl Purpera, CPA, CFE
Louisiana Legislative Auditor
1600 North Third Street
P.O. Box 94397
Baton Rouge, Louisiana 70804-9397

Re: Louisiana Legislative Auditor's Investigative Audit Report (draft) on the Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc., and Jefferson Parish Councilmember Mark D. Spears, Jr.

Dear Mr. Purpera:

This office serves as counsel to Mark D. Spears, Jr. in the above-referenced matter.

On May 23, 2013, Eric S. Sloan, CPA, Assistant Legislative Auditor and Director of Investigative Audit and Advisory Services, delivered to the Honorable Christopher L. Roberts, Chairman of the Jefferson Parish Council, a draft of the Louisiana Legislative Auditor's investigative audit report on the Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc.,¹ and Reverend Mansfield Thompson Educational Foundation, Inc.

In pertinent part, and on behalf of the Louisiana Legislative Auditor (LLA), Mr. Sloan has made the following findings:

From February 5, 2007 to June 10, 2011, prior to being elected to the Jefferson Parish Council, Councilman Mark Spears, Jr. was employed as an assistant Parish attorney by Jefferson Parish. Parish documentation shows that while employed as an assistant Parish attorney, Mr. Spears appears to have violated state law by creating possible conflicts of interest while he was a member of the Thompson Thibodeaux's board of directors, and for performing personal legal services (for Thompson Thibodeaux and others) during Parish business hours without taking leave.

Thompson Thibodeaux records and his own resume show that Mrs. Spears was a member of Thompson Thibodeaux's board of directors from 2009 to 2010. According to Parish correspondence during this time, Mr. Spears in his position as an assistant Parish attorney (1) requested the Parish's accounting department to expedite a payment to Thompson Thibodeaux, and (2) involved himself in the processing of his

¹ Thompson Thibodeaux Community Development Corporation, Inc. may be referred to as Thompson Thibodeaux CDC, or Vendor.

TRACIE L. WASHINGTON

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Mr. Daryl Purpera

Louisiana Legislative Auditor

June 13, 2013

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mother's application for Thompson Thibodeaux's paint program. It should be noted that Mr. Spears' mother's home is the house previously discussed in the second example of Phoenix Global's over billings (second home in Harvey, Louisiana noted on page 15).

In addition, we noted that Mr. Spears was paid \$4,000 to represent Thompson Thibodeaux in a lawsuit. A review of Parish documentation and Mr. Spears' Parish computer revealed that during his employment as an assistant Parish attorney, Mr. Spears performed personal legal services for Thompson Thibodeaux and other clients during regular Parish business hours on 143 days (between February 20, 2007 and June 10, 2011).

According to payroll and leave records from the Parish Attorney's office and accounting department, Mr. Spears did not record any leave taken during the time that he performed these legal services on the 143 days. Furthermore, it appears that Mr. Spears violated his October 2010 Parish contract by performing non-Parish legal services after stating that he would not. It should be noted that of the 143 days on which personal legal services were performed by Mrs. Spears, personal services were performed on 19 days for businesses owned by Councilman Byron Lee. Mr. Spears declined our requests to meet and discuss these findings; however, Mr. Spears did respond in writing to the written questions we sent to him (see Attachment #1).

Because of his involvement in transactions between Thompson Thibodeaux and Jefferson Parish while serving as both a Parish attorney and a Thompson Thibodeaux board member and because he performed personal legal services during regular Parish business hours, Mr. Spears may have violated state law and federal regulations.

In summary, Mr. Spears has been accused of violating federal housing statutes, Louisiana civil and criminal laws, and Louisiana State Bar Rules of Professional Conduct, by (i) using his position as an Assistant Parish Attorney to request a payment to a parish vendor (Thompson Thibodeaux CDC) be expedited, all while serving as a board member to that vendor; (ii) assisting his mom in processing an application for having her house painted by Vendor, all while serving as an Assistant Parish Attorney AND board member to Vendor; and (iii) performing 'personal legal services' for Vendor and other clients on 143 of 1507 days he was employed as an Assistant Parish Attorney.

"Investigative auditors gather evidence regarding fraudulent or abusive activity affecting governmental entities. Their audits are designed to detect and deter the misappropriation of public assets and to reduce future fraud risks."

We begin this response by reciting your office's responsibilities and obligations to our Louisiana Legislators and the citizens of this state in performing these investigative audits. They should be thorough, fair, complete, and documented by competent evidence gathered through review of a full record.

TRACIE L. WASHINGTON

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Mr. Daryl Purpera

Louisiana Legislative Auditor

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Unfortunately, Mr. Purpera this report has not met your usual high standards, at least in regards to the findings against Mr. Spears. Even a cursory survey of the evidence should have shown the following:

- (i) **Mr. Spears did not illegally or improperly request expediting any remuneration to Thompson Thibodeaux CDC.** What is clear is that on May 29, 2009, the date on which Thomas J. Capella (Jefferson Parish Council Chairman) and Thompson Thibodeaux CEO Board Vice-President Eddie Williams executed their Cooperative Endeavor Agreement, Councilmember Byron Lee requested the Parish Attorney insure the payment “be drawn as soon as possible”² so that Vendor could begin servicing the at-risk youth of Jefferson Parish. Mr. Spears, in his capacity as Assistant Parish Attorney, relayed Councilmember Lee’s request to the appropriate parish employee. It was neither illegal nor improper for Assistant Parish Attorney Spears to perform this task, in the normal course and scope of his job duties. Your office should not have made this finding, as there is no competent evidence supporting same.
- (ii) **Mr. Spears did not illegally or improperly help his mom have her house painted.**³ Mrs. Dimple Spears was fully capable to completing her own application for home remediation service – in 2008 – when the records reflect Mrs. Spears applied, and was approved for this work. Mr. Spears was not affiliated with Thompson Thibodeaux CDC at that time.⁴
- (iii) **Mr. Spears did not illegally or improperly “steal time” from Jefferson Parish.** Mr. Spears began employment as an Assistant Parish Attorney on February 5, 2007 when the rules of the Parish Attorney’s Office were fairly simple – *give us 35 hours a week*

² See, Exhibit A, a True Copy of the March 4, 2009 Jefferson Parish Council Ordinance No. 23496, which authorized payment of \$100,000 to Thompson Thibodeaux CDC through a cooperative endeavor agreement. See also, Exhibit B, the May 29, 2009 email from Mark D. Spears, acting as Assistant Parish Attorney, and at the direction of Councilmember Byron Lee.

³ See, Exhibit C, a copy of Mrs. Spears’ documentation with Thompson Thibodeaux CDC, selecting her paint. The documents reflects clearly the names of those individuals serving on the board at that time. Mark D. Spears, Jr.’s name is not present. See also, Exhibit D, a copy of the Exterior Lead Based Paint Testing Report prepared on December 6, 2008 by Rodgers & Associates, on behalf of Thompson Thibodeaux CDC, and only **after** Mrs. Spears’ home had been approved for remediation. Mr. Spears did not join Vendor’s board until 2009.

⁴ See, Exhibit E, Affidavit of Jerome McGowan, former Executive Director of Thompson Thibodeaux CDC, who attests, in pertinent part, “...Mr. Spears was not involved in the processing of his mother, Dimple Spears application for the Thompson Thibodeaux’s paint program. I reviewed the application as Executive Director and she met the required income requirements.”

TRACIE L. WASHINGTON

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*of work, and you may maintain a private law practice.*⁵ **It is undisputed Mr. Spears met this standard, and there is not one iota of evidence in the record to support any allegation that Mr. Spears did not work 35 hours per week each week during his employment (save holiday and authorized leave periods).**

The Louisiana Legislative Auditor may not create new work rules for the Jefferson Parish Attorney's Office, *retroactively*. The fact that on 143 of the 1570 days that Mr. Spears worked as an Assistant Parish Attorney he accessed template pleading and discovery files from his private practice for use in his parish work, does not amount to theft of time. Attorneys cut, copy, and paste pleadings and discovery files continually in crafting new pleadings and discovery files.⁶ No doubt, Mr. Purpera if your auditor had reviewed ALL assistant parish attorneys' downloaded files during this same 1570 day period, he would find this practice was commonplace. Downloading these files does not evidence outside work, and is no more "theft of time" than is use of parish computers to access Facebook, download Evites or Louisiana State Bar related information, send newborn grandkid photos, etc.

This might all be laughable if it weren't so serious. Mr. Spears is an elected government official who has been accused of criminal acts by one of your employees, on your behalf, when your office knew or should have known that these findings are baseless. Notwithstanding, the Louisiana Legislative Auditor's Office is now on notice that these draft findings must be revised and redacted to remove completely any inference/reference to Mr. Spears as having violated state or federal law(s) or regulation(s), or the Louisiana State Bar Rules of Professional Conduct.

I understand you have agreed to meet with Mr. Spears on Tuesday, June 18 at your offices. I thank you in advance, and ask that your office please provide any documented evidence supporting the allegations above, so that all present can review and discuss same. It is our sincere hope that during this meeting the parties will agree Mr. Spears should not be ensnarled in this investigation.

⁵ See, Exhibit E, Affidavit of Louis Gruntz, Jr., Deputy Parish Attorney from 1989 through 2011, and supervisor of all Assistant Parish Attorneys, wherein he confirms that until October 2010, attorneys who were employed by Jefferson Parish Attorney's Office were permitted to have a private law practice, provided a minimum of 35 hours per week were devoted to Parish work. Further, if Assistant Parish Attorneys worked their private cases during "regular Parish working hours" that time could be made up during lunch, in the evenings, or on weekends. Finally, no one was required to turn in leave slips for this time.

⁶ Mr. Purpera, that 'ugly little secret' lawyers don't want laypeople to know is that we don't rewrite those discovery definitions for each set of interrogatories or requests for production of documents, and we copy "boilerplate" language. That's exactly what Mr. Spears was doing each time he spent the 5 - 15 seconds he downloaded a discovery or pleading file from his external drive for use on the scores and scores of parish pleadings and discovery documents he drafted.

TRACIE L. WASHINGTON

A PROFESSIONAL LAW CORPORATION

Mr. Daryl Purpera

Louisiana Legislative Auditor

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If you have any questions, please do not hesitate to contact me.

With kindest regards, I am

Very truly yours,

A handwritten signature in brown ink, appearing to read "Tracie L. Washington", is centered on the page. The signature is written in a cursive style with a large initial "T".

Tracie L. Washington

cc: **via email:** esloan@lla.la.gov
Eric Sloan, Assistant Legislative Auditor and Director of Investigative Audit and
Advisory Services
via email: jschaye@lla.la.gov
Jennifer Schaye, Esq., General Counsel

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

SUMMARY NO. 22683 ORDINANCE NO. 23496

An ordinance amending the 2009 Capital Budget of Jefferson Parish, and providing for related matters. (Parishwide)

SECTION 1. That the 2009 Capital Budget is amended by closing the below council district projects and returning funds to the original funding sources is hereby authorized:

COUNCIL DISTRICT PROJECTS

Valerie St	(41,577)
Moss Lane	(122,788)
Ivy St	(4,192)
Brown Ave	(5,411)
Edison Ave	(13,284)
Jefferson Ave	(16,095)
Newman St	(7,075)
Francis St	(25,840)
Tobias	(99,900)
Cohen Ave	(9,779)
(Project 45301)	

SECTION 2. That the 2009 Capital Budget is amended by appropriating unallocated tourism funds for the following project:

COUNCIL DISTRICT PROJECTS

Embracing Communities & Families...	\$10,000
(Project 45311)	
The Council Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute a cooperative endeavor agreement with Embracing Communities and Families Historical Society, Inc authorizing the transfer of these funds	
Terry Parkway Banners	\$1,820
(Project 45311)	

SECTION 3. That the 2009 Capital Budget is amended by appropriating unallocated Video Poker funds for the following project:

COUNCIL DISTRICT PROJECTS

Revenues	
44530-0000-5911.10010	125,000
(Trf in from Gen'l Fund)	
Expenditures	
Grand Isle Sign Replacement	250,000
(Project 45310)	

SECTION 4. That the 2009 Capital Budget is amended by appropriating unallocated WBRBG funds for the following project:

COUNCIL DISTRICT PROJECTS

Expenditures	
Terrytown Playground Shelter Rehab	\$44,000
Crime Abatement	100,000
(Project 45311)	

The Council Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute a cooperative endeavor agreement with Thompson Thibodeaux Community Development Organization authorizing the transfer of these funds

SECTION 5. That the 2009 Capital Budget is amended by appropriating unallocated sales tax funds for the following project:

DRAINAGE CAPITAL PROGRAM

Canal 13 Bank Stabilization	\$70,636
(Project 52384)	

COUNCIL DRAINAGE CAPITAL

11 th Street Drainage	65,000
(Project 51600)	

COUNCIL DISTRICT PROJECTS

Terry Parkway at Heritage	19,156
Westwood (Lapalco – Runnymede)	450,036

(Project 45301)

SECTION 6. That the 2009 Capital Budget is amended by adjusting the revenues and/or expenditures within the following projects:

FIRE DISTRICT No. 5

Revenues

44870-0000-5911.22120 1,000,000
(Trf in fr Fire District 5)

Expenditures

Vehicle Purchase 1,000,000
(Project 48711)

LIBRARY CAPITAL IMPROVEMENT

Revenues

44780-0000-5822 235,315
(Contributions & Donations)

Expenditures

Westbank Regional Library 145,315
Eastbank Regional Library 90,000
(Project 47808)
Lafitte Library 10,000
(Project 47809)

DRAINAGE CAPITAL PROGRAM

Revenues

45230-0000-5911.22320 30,000
(Trf in fr Consolidated Drainage)

Expenditures

Storm Water Quality Program 30,000
(Project 52355)

CONSOLIDATED SEWER CAPITAL PROJECTS

Expenditures

WB/EB Upgrades (1,900,000)
(Project 49412)
Equipment Purchase 1,900,000
(Project 49403)

CENTRAL GARAGE IMPROVEMENTS

Revenues

45920-0000-5911.63500 485,000
(Trf in fr Central Garage)

Expenditures

Re-Roof Rheem Bldg 300,000
Equipment Purchases 185,000
(Project 59210)

STREETS CAPITAL PROJECTS

Expenditures

Concrete Utility Cuts (200,000)
(Project 45004)
Sidewalk/Driveway Replacement 200,000
(Project 45002)

CONSOLIDATED SEWER CAPITAL PROJECTS

Expenditures

Emergency Repairs (21,656)
(Project 49404)

CDBG

Expenditures

Marrero Community Center 50,000
(11610)
Contingency (50,000)
(11600)
Youth Enrichment – Tallow Tree Area 10,000
(11427)
Contingency (10,000)

(11400)

SECTION 7. That the 2009 Capital Budget is amended by authorizing the use of the 7/8th of one cents sales tax funds for the following project:

DRAINAGE CAPITAL PROGRAM

N. Woodlawn Drainage \$300,000
(Project 52379)

SECTION 8. 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, 2009, 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

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE PARISH OF JEFFERSON

AND

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT ORGANIZATION

This agreement is made and entered into on this 29th day of May, 2009, by and between the Parish of Jefferson by and through the Parish Council, hereinafter called the PARISH, represented by Thomas J. Capella, Council Chairman, duly authorized to act pursuant to the provisions of Ordinance No. 23496, adopted on the 4th day of March, 2009 and the Thompson Thibodeaux Community Development Organization, hereinafter called Thompson Thibodeaux, represented herein by Eddie Williams, Vice-President of Board of Directors.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Thompson Thibodeaux has agreed to run mentoring program for at-risk teenage boys; and

WHEREAS, the residents of Jefferson Parish will benefit from the efforts of Thompson Thibodeaux and Jefferson Parish working together promote character development among at-risk teens in an effort to reduce crime.

NOW, THEREFORE, the PARISH and Thompson Thibodeaux hereby agree as follows:

SECTION 1- SERVICES

The PARISH will provide one hundred thousand dollars (\$100,000.00) to Thompson Thibodeaux to run a mentoring program for at-risk teenage boys.

SECTION 2 DURATION

The term for this agreement shall not exceed twelve (12) months from the date of execution.

SECTION 3 – COMMUNITY

The comfort and safety of the community will be considered at all times in all actions taken by Thompson Thibodeaux. The residents of Jefferson Parish will enjoy substantial community benefits as a result of participation in this agreement as practical considerations necessitate joint efforts to assist in the crime abatement of Jefferson Parish.

SECTION 4 – INDEPENDENT CONTRACTOR

Thompson Thibodeaux hereby agrees and accepts that it shall be acting as an independent contractor in its running of the mentoring program for at-risk teenage boys. It is understood and agreed by the parties that Thompson Thibodeaux is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between PARISH and Thompson Thibodeaux.

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 Thompson Thibodeaux; or
- d. pay workman's compensation insurance premiums for coverage for Thompson Thibodeaux.

Thompson Thibodeaux 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.

Thompson Thibodeaux 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 Thompson Thibodeaux as an independent contractor. Thompson Thibodeaux 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.

SECTION 5 – INSURANCE

Thompson Thibodeaux shall at all times maintain the following types and amounts of insurance coverage to protect the Thompson Thibodeaux, its subcontractors and the PARISH, and the PARISH shall be named as an insured on all such policies:

- A. Comprehensive General Liability Policy
 - Bodily Injury \$1,000,000.00 each occurrence
 \$1,000,000.00 aggregate
 - Property Damage \$500,000.00 each occurrence
 \$500,000.00 aggregate
- B. Worker's Compensation Policy
 Statutory Limits

Policies and certificates of insurance of Thompson Thibodeaux shall contain the following clauses:

- A. Thompson Thibodeaux 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 insurance.
- B. The PARISH shall be named as additional insured as regards to negligence by Thompson Thibodeaux employees.
- C. The insurance companies 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 deductible in the insurance policies shall be assumed by the Thompson Thibodeaux and shall not be greater than \$10,000.00 and at the sole risk of Thompson Thibodeaux, but the deductible may be increased based upon the most recent financial audit if such increase is expressly approved in advance by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

SECTION 6 – INDEMNIFICATION

The PARISH, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Thompson Thibodeaux), arising out of or resulting from the Thompson Thibodeaux's actions under this

agreement, whether due in whole or part to negligent acts or omissions of the PARISH, its agents or employees, and Thompson Thibodeaux hereby agrees to indemnify and hold the PARISH, its agent and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the PARISH in connection therewith) for any such loss, damage, injury or other casualty. Thompson Thibodeaux also agrees to pay all reasonable expenses and attorneys' fees incurred by the PARISH in connection with the provisions of this SECTION.

SECTION 7 - REPORTS

Narrative reports shall be furnished to the Jefferson Parish Internal Auditor. Contracts that are less than \$100,000 will require annual narrative reporting. Contracts that are \$100,000 or greater will require quarterly narrative reporting. Contracts of less than 1 year in duration are required to furnish narrative reports within 30 days of the event taking place.

SECTION 8 - COST AND COLLECTION RECORDS

The PARISH shall be entitled to audit the books, documents, papers and records of Thompson Thibodeaux and any subcontractors which are reasonably related to this agreement. Thompson Thibodeaux and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from date of final payment under this Agreement, for inspection by the PARISH, and copies thereof shall be furnished if requested.

SECTION 9 - NOTICE

All notices and correspondence required to be sent shall be addressed as follows:

PARISH: Thomas J. Capella
 Council Chairman
 Jefferson Parish Council
 1221 Elmwood Park Blvd.
 10th Floor
 Jefferson, LA 70123

Thompson Thibodeaux: Eddie Williams
Vice-President of Board of Directors
5200 Lapalco Blvd., Suite 5
Marrero, Louisiana 70072

SECTION 10 – TERMINATION

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 Thompson Thibodeaux to comply with the stipulations and conditions hereof, proper allowance being made for circumstances beyond the control of Thompson Thibodeaux.
- c) By either party by giving thirty (30) days written notice of such intention.

SECTION 11 - ASSIGNMENT

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement shall not be assigned or subcontracted in whole or in part by Thompson Thibodeaux as to the services to be performed hereunder without the written consent of the PARISH.

SECTION 12 – JURISDICTION

This agreement shall be deemed to be a contract 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 contractor 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 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.

SECTION 13 - SEVERABILITY

If any provision of this agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this agreement.

SECTION 14 – ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the PARISH and Thompson Thibodeaux, and supercedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman and Thompson Thibodeaux by Eddie Williams Jr., its V-P of board of Directors.

This agreement is executed in 4 originals on the day, month and year first above written.

PARISH OF JEFFERSON

WITNESSES:
Norma Linn
Danielle E. Roux

By: Thomas Capella
THOMAS J. CAPELLA
COUNCIL CHAIRMAN

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT ORGANIZATION

WITNESSES:
Norma Linn
Danielle E. Roux

By: Eddie Williams Jr.
EDDIE WILLIAMS
VICE-PRESIDENT OF BOARD OF DIRECTORS

MSpears

From: MSpears
Sent: Friday, May 29, 2009 1:18 PM
To: GBolotte
Cc: CJumpiere
Subject: Tompson Thibodeaux Community Development Organization

As per Councilman Lee, it has been requested that the one hundred thousand dollars (\$100,000.00) to Tompson Thibodeaux for its mentoring program be drawn as soon as possible. I will leave a copy of the original contract in your office. Thanks.

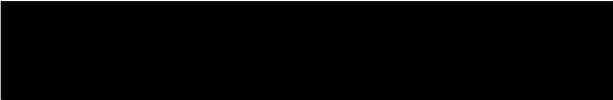
Mark D. Spears, Jr.
Assistant Parish Attorney
Telephone: (504) 364-3822
Facsimile (504) 364-2673

5/29/2009

EXHIBIT B

Thompson Thibodeaux Community Development Corporation
5200 Lapalco Blvd., Suite 5, Marrero, LA 70072
(504)340-4444 / (504)340-5003 (Fax)

Project: Face Lift
PAINT SUPPLIES REQUISITION FORM

Name: 

Address:  Birchfield De

Phone #: 504 

Council District: _____

Paint: SW 6116 TATAMI TAN D.S. Initial

Trim: SW 6116 TATAMI TAN D.S. Initial

Porch: _____ Initial

Iron Work: _____ Initial

Dimple Spears
Print Homeowner's Name

11-19-08
Date

Dimple Spears
Homeowner's Signature

11-19-08
Date

ONCE COLORS ARE SELECTED YOU CANNOT CHANGE!!!

Board Members
Barbara Garner, Chairperson
Rev. Edward Joseph, Joycelyn Robinson, Rev. Wilbert Tross,
Eddie Williams

Exterior Lead Based Paint Testing

██████████ Birchfield Drive, Harvey, LA



Prepared by
Rodgers & Associates



EXHIBIT D

Andrew H. Rogers
9 Yosemite Street, Kenner LA 70062.
Tel (504) 329-0428
A402
December 6, 2008

Report

Results

The soil results show soil lead levels at less than 400 ppm prior to and after improvement.

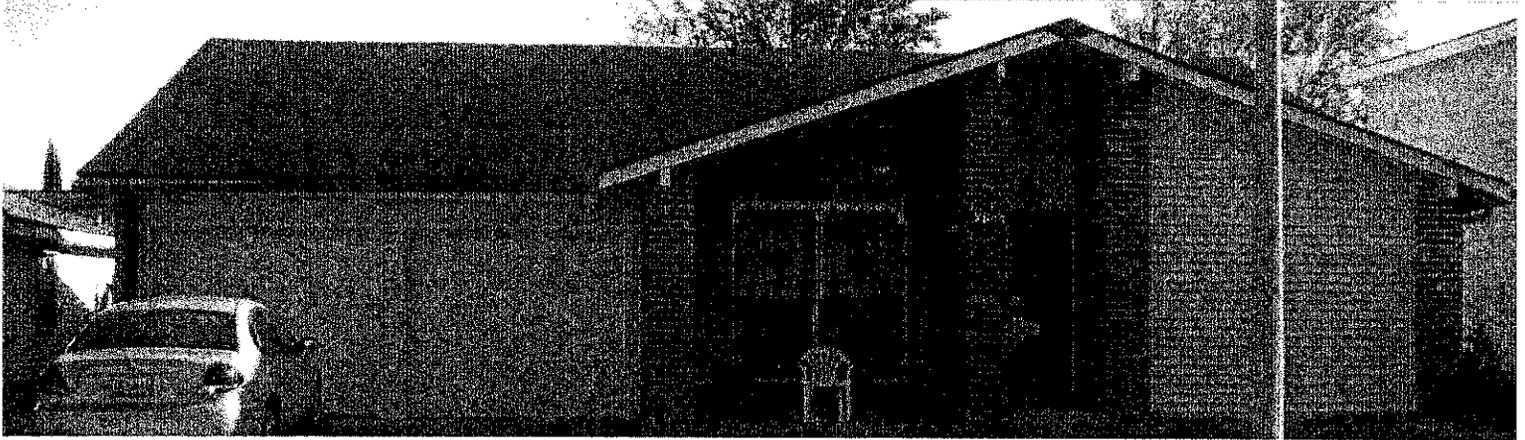
Conclusion

The site soils have not been impacted negatively by improvement. Consequently, clearance has been achieved.

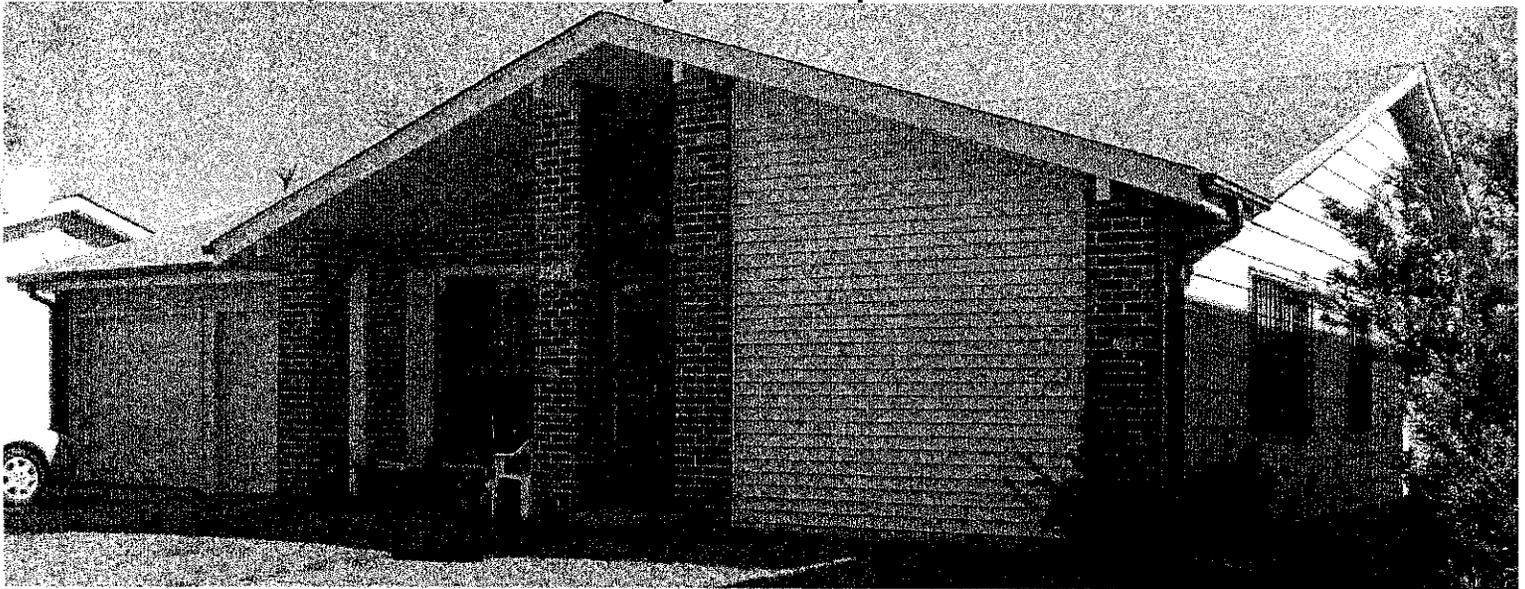
Lab Results

3	003 [REDACTED] BIRCHFIELD	12/06/2008	Before	25	Bare left side	25 ppm	Black
		12/12/2008	Acceptable				
3	003 [REDACTED] BIRCHFIELD	03/01/2009	After	39	Bare left side	35 ppm	Black
		03/04/2009	Acceptable				

Soil Clearance Testing
Birch field Drive, Harvey, LA



Before Improvements by Thompson Thibodaux C.D.C.



After Improvements by Thompson Thibodaux C.D.C.

Prepared by
Rodgers & Associates



9 Yosemite Street,
Kenner LA 70062.
Tel (504) 329-0428
Tuesday, March 10, 2009

CERTIFICATE OF LEAD DISCLOSURE STATEMENT

"The results of this inspection indicate that no lead in amounts greater than or equal to 1.0 mg/cm² in paint was found on any building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*. Therefore, this dwelling qualifies for the exemption in 24 CFR part 35 and 40 CFR part 745 for target housing being leased that is free of lead-based paint, as defined in the rule. However, some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. This report should be kept by the inspector and should also be kept by the owner and all future owners for the life of the dwelling."

REPORT FORMAT

1. Summary
2. Exterior Lead Based Paint Inspection:
3. Qualifications
4. Glossary of Terms

Section One – Summary Report

Property Description

The occupant is [REDACTED] # 504 [REDACTED]

The house is about 30 years old.

The exterior paint is in fair condition.

The house is on a slab with brick siding at the front and panels all others. The window sashes are aluminum.

Conclusion

The Lead Based Paint Inspection (LBPI) indicated that the house where tested, and at the time of the inspection, did not contain lead based paint on the exterior.

Section Two – Lead Paint Inspection

INSPECTION DATE: 12/06/08
INSTRUMENT TYPE: Niton MODEL XFB – 3 XRF TYPE ANALYZER Serial # 7585
ACTION LEVEL: 1.0 mg/cm²
OPERATOR LICENSES: See Section Three

STATEMENT:

The results of this inspection indicate that lead in amounts greater than or equal to 1.0 mg/cm² in paint was not found on building components, using the inspection protocol in Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)*. Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. The owner and all future owners for the life of the dwelling should keep this report.



DATE 12/06/08

Andrew H Rodgers LA Accreditation Number Pb9RA00176

Paint Sampling Procedures

The property was inspected to determine whether lead based paint were present inside the Complex or on exterior surfaces. The inspection was conducted using "State of the Art" techniques. It included the examination for the presence of lead-based paint on any painted, varnished, stained, shellacked, accessible surfaces.

For each testing combination, XRF testing was performed in accordance with "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing" Chapter 7 (1997 Revised).

Non-destructive XRF (x-ray fluorescence) paint/coating testing was performed using a Niton XFB-3 serial number 7585. It is a microprocessor based L-Shell XRF spectrum analyzer. The instrument penetrates painted/coated surfaces to a depth of 3/8 inch to detect the presence of lead in paint using X-Ray Fluorescence technology. The Inspector then documented the instrument readings in reports following.

To establish quality control of the paint sampling, the XRF device was tested for calibration at the beginning of the testing and at the end of the test.

The results of the testing reflect the condition of the property on the day tested on accessible components. The results do not reflect the results of any testing of painted components which are inaccessible because they may be underneath vinyl or aluminum siding or other hard durable building materials used for enclosure purposes.

<i>Location</i>		<i>Component</i>	<i>XRF Result</i>	<i>Color</i>			
Standard 1.0 mg/cm ² Pb		Calibration	1.0 0.9, 1.1	Orange			
 <p>Figure 1 - Right Side</p>		Font window shutter	0.00	Brown			
		Front window iron	0.00	Black			
		Right siding	0.00	Tan			
		Right fascia	0.00	Tan			
		Right window frame	0.00	White			
		Right window iron	0.00	Black			
		Rear door iron	0.00	Black			
		Rear siding	0.00	Tan			
		Rear window frame	0.00	White			
		Left window iron	0.00	Black			
 <p>Figure 2 - Rear</p>		Left siding	0.00	Tan			
		Left window frame	0.00	White			
Standard 1.0 mg/cm ² Pb		Calibration	0.9, 1.0, 1.0	Orange			
3	003 BIRCHFIELD	12/06/2008 12/12/2008	Acceptable	25	Bare left side	25 ppm	Black
Soil Sample							

AFFIDAVIT

STATE OF TEXAS
COUNTY OF

} HARRIS

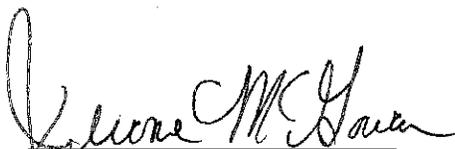
BEFORE ME, the undersigned authority, on this day personally appeared,

JEROME MCGOWAN

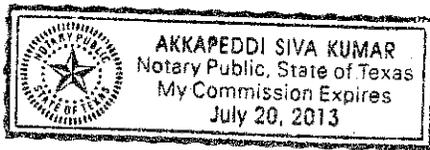
who swore or affirmed to tell truth, and stated as follows:

1. My name is Jerome McGowan. I have reached the age of majority and am legally competent to provide this affidavit. The statements made in this affidavit are based upon my personal knowledge.
2. I was the Executive Director of Thompson Thibodeaux Community Development Corporation, Inc. for over 4 years.
3. I retained Mark D. Spears, Jr. in 2007 for legal services. In consideration for those services Mr. Spears was paid \$4000.00 (four-thousand dollars).
4. At no time was any of Jefferson Parish funds used to pay him for legal services rendered. The Thompson Thibodeaux Community Development Corporation, Inc. received funds from many different sources not limited to fundraisers and the State of Louisiana.
5. Furthermore, Mr. Spears was not involved in the processing of his mother, Dimple Spears application for the Thompson Thibodeaux's paint program. I reviewed the application as Executive Director and she met the required income requirements.
6. As a board member of Thompson Thibodeaux Community Development Corporation, Inc., Mr. Spears had no dealings with the day to day operation of the corporation.
7. Mr. Spears was a board member in 2009 and 2010.

BEFORE ME, the undersigned authority, this day personally appeared JEROME MCGOWAN and oath stated that the facts herein states are true and correct. SWORN TO AND SUBSCRIBED BEFORE ME before me on this 28th day of MAY, 2013.



 Jerome McGowan





 NOTARY PUBLIC in and for the STATE OF TEXAS

MY COMMISSION EXPIRES: 7-20-2013

EXHIBIT E

AFFIDAVIT

**STATE OF LOUISIANA }
PARISH OF JEFFERSON }**

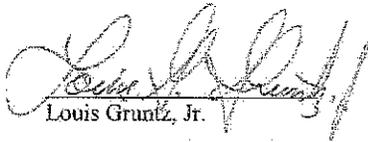
BEFORE ME, the undersigned authority, on this day personally appeared,

LOUIS GRUNTZ, JR.

who swore or affirmed to tell truth, and stated as follows:

1. My name is Louis Gruntz, Jr. I have reached the age of majority and am legally competent to provide this affidavit. The statements made in this affidavit are based upon my personal knowledge.
2. I worked in Jefferson Parish Attorney's Office from 1981 to 2011.
3. From 1989 to 2011, I served as Jefferson Parish Deputy Parish Attorney.
4. As Deputy Parish Attorney for the Parish Attorney's Office, I was one step under the Parish Attorney and supervised all Assistant Parish Attorney's.
5. Until October 2010, attorneys who were employed by Jefferson Parish Attorney's Office, were permitted to have a private law practice, provided a minimum of 35 hours per week were devoted to Parish work.
6. The time staff conducted personal legal services, outside of the Parish Attorney's Office during regular Parish working hours, they were allowed to make up Parish work time by working through lunch, working longer work hours or working on weekends. It was the office's policy to not require staff to turn in a leave slips for these brief absences from the office, provided they completed a 35 hour work week.

BEFORE ME, the undersigned authority, this day personally appeared Louis Gruntz and oath stated that the facts herein states are true and correct. SWORN TO AND SUBSCRIBED BEFORE ME before me on this 11 day of June, 2013.


Louis Gruntz, Jr.


NOTARY PUBLIC in and for the STATE OF LOUISIANA

MY COMMISSION EXPIRES: @ death

EXHIBIT F

September 8, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

Dear Mr. Purpera:

On page 16 of the updated audit report, the following statement was added to the Possible Conflicts of Interest section in regards to me:

“Mr. Barice confirmed the existence of this partnership during an interview with auditors.”

In my response dated June 18, 2013, I offered the following:

“According to my review of Thompson Thibodeaux documentation there was a document dated July 11, 2005 and signed by Eric Thompson stating that Mike Barice, not Marshall Builders, was in partnership with LeNouveau Construction. See Attachment of letter dated July 11, 2005. Through further review, there is a document dated July 25, 2005 signed by Owner of Marshall Builders, Mike Barice; Jerome McGowan, and Alvin Boudreaux stating that "effective July 19, 2005, **Marshall Builders General Contractors will operate as an independent contractor for Thompson Thibodeaux Community Development Corporation ...**" See attachment of letter dated July 25, 2005. Additionally, there is a purple sticky note addressed to the Community Development's Project Manager signed by Jerome McGowan that states "**They were working as sub-contractors**; They have all requirements to work on Lead-Free & post 1978 houses.”

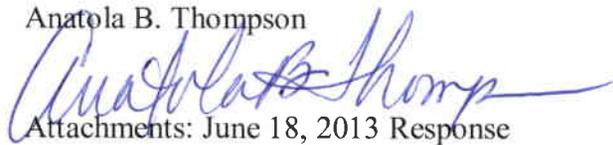
In the above statement, I stated that the sticky note states that they were working as sub-contractors. Through conversations with both my husband and Mr. Barice; Mr. Barice was a sub-contractor of Le' Nouveau, not the other way around. This is why the point was made by Thompson Thibodeaux as re-stated above and in my June 18, 2013 response that Marshall Builders would now act as independent contractors.

I would also like to reiterate that I was transferred to the Department of Community Development on March 8, 2006 and the work performed for the invoice totaling \$19,794 was performed in 2005. Again, I state that there is no mention of or reference made to LeNouveau Construction in the invoice dated May 8, 2006. Therefore, I submit that no conflict of interest was ever created and respectfully request that this statement in totality be removed based on information provided.

I also submit that chart on page 9 under Relationships where it states” “married to the Jefferson Parish Community Development Director who oversaw the grant payments” is misleading as I did not become Director of Community Development until March 8, 2006. I did not oversee payments from the inception of the program. Based on information provided, I respectfully request that this section be re-written to reflect when I actually started overseeing grant payments as well page 28 to be re-written to reflect that I was Director of Workforce Connection until March 7, 2006.

Sincerely,

Anatola B. Thompson



Attachments: June 18, 2013 Response

Cc: Honorable John Young, Parish President

Ms. Deborah Foshee, Parish Attorney

Jefferson Parish Council Members

Honorable Christopher Roberts, Honorable Elton Lagasse

Honorable Ricky Templet, Honorable Paul Johnston, Honorable Mark Spears

Honorable Ben Zahn, Honorable Cynthia Lee-Sheng

June 18, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

The audit states at page 18, that I may have created a conflict of interest when I approved the payment of \$19, 794 on May 8, 2006 which included charges for two invoices from Marshall Builders totaling \$8,462 and that according to Thompson Thibodeaux's documentation, during the time period that Marshall Builders provided minor paint and repair services, Marshall Builders was acting in partnership with Le'Nouveau Construction, a business owned and operated by my husband, Eric Thompson. To this statement I offer the following:

- According to my review of Thompson Thibodeaux documentation there was a document dated July 11, 2005 and signed by Eric Thompson stating that Mike Barice, **not Marshall Builders**, was in partnership with LeNouveau Construction. See Attachment of letter dated July 11, 2005. Through further review, there is a document dated July 25, 2005 signed by Owner of Marshall Builders, Mike Barice; Jerome McGowan, and Alvin Boudreaux stating that "effective July 19, 2005, Marshall Builders General Contractors will operate as an independent contractor for Thompson Thibodeaux Community Development Corporation..." See attachment of letter dated July 25, 2005. Additionally, there is a purple sticky note addressed to the Community Development's Project Manager signed by Jerome McGowan that states "They were working as sub-contractors; They have all requirements to work on Lead-Free & post 1978 houses.
- In the invoice dated May 8, 2006; there are two certifications dated July 25, 2005 and August 1, 2005 and signed by Marshall Builders detailing the work to be performed. See attachments of Certifications dated July 25, 2005 and August 1, 2005.

Finally, I was transferred to the Department of Community Development on March 8, 2006 and the work was performed in 2005 and there is no mention of or reference made to LeNouveau Construction in the invoice dated May 8, 2006. Therefore, I believe that no conflict of interest was ever created and respectfully request that this statement in totality be removed from the audit.

Sincerely,


Anatola B. Thompson

J. P. Dwyer
8/9/05

Hi Tim
They were WORKING
as sub-contractors.
They have all require-
ments to work on
Lead-free & post 1978
houses!
Thanks
J. McGowan

Marshall Builders

General Contractors

Runnymede Dr.
Marrero, La 70072
(504)3[REDACTED]

July 25, 2005

To Whom It May Concern,

This letter serves as formal notice to state that effective Tuesday July 19, 2005, Marshall Builders General Contractors will operate as an independent contractor for Thompson Thibodeaux Community Development Corporation Project New Coat Paint Program, providing all services as noted in contract.

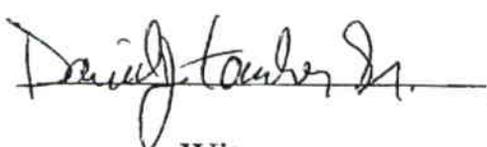
If additional information is needed please feel free to contact Marshall Builders at the above address and number.



Owner, Marshall Builders



Executive Director



Witness



Witness

**LeNouveau Construction
& Inspection, Inc.**

■ Magnolia Trace Drive
Harvey, LA 70058

July 11, 2005

Thompson-Thibodeaux
Community Development Corp.
5200 Lapalco Blvd., Suite 5
Marrero, LA 70072

To Whom It May Concern:

This letter is to inform you that Mr. Mike Barice is in partnership with LeNouveau Construction & Inspection.

If you have any questions, please feel free to contact me at (504) ■■■■■■

Sincerely,



Eric Thompson, Sr.
Owner

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: [REDACTED]

PROPERTY ADDRESS: [REDACTED] Birchfield Dr., Harvey

PHONE: (504) [REDACTED]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 5,570.00

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders
Name of Contractor or Firm

[REDACTED] Bunnymede Dr.
Address of Person or Firm

[Signature]
Signature of Authorized Representative

7-25-05
Date

[REDACTED]
Federal I.D. Number

[REDACTED]
Phone #

American Vehicle
Name of Insurance Company

3-16-06
Expiration Date

THOMPSON THIBODEAUX COMMUNITY DEVELOPMENT CORPORATION

5400 Lapalco Blvd. Suite 5
Marrero, LA 70072
504-340-4444
504-340-5003

PROJECT NEW COAT

OWNER/OCCUPANT: [REDACTED]

PROPERTY ADDRESS: [REDACTED] Silver Lilly Lane

PHONE: [REDACTED]

CERTIFICATION

I/we, the undersigned contractor(s), having become familiarized with:

1. The Work Site
2. Local Conditions affecting the work to be performed
3. The attached work write-up
4. General work specifications, general conditions and policies and procedures for the Community Development Block Grant Program entitled Project New Coat.

Hereby propose to furnish all equipment, material, labor and insurance to perform and complete all work specified for the

TOTAL SUM OF: \$ 4545²⁰

In accordance with the procedures and guidelines of the Community Development Housing Program under which the Project entitled "Project New Coat" is being funded.

Marshall Builders
Name of Contractor or Firm

[REDACTED] Runnymede Dr.
Address of Person or Firm

[Signature]
Signature of Authorized Representative

Aug. 1, 2005
Date

[REDACTED]
Federal I.D. Number

[REDACTED]
Phone #

American Vehicle
Name of Insurance Company

3-16-05
Expiration Date

September 8, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton Rouge, Louisiana 70804-9397

Dear Mr. Purpera:

In the draft audit report dated August 23, 2013, the following assertion is made:

“According to Le’Nouveau Construction (subcontractor) owner Eric Thompson, his business only provided paint services for one or two houses for Oden Environmental (contractor) under the paint program. Based on Mr. Thompson’s statement and considering that Oden Environmental invoices show that \$5,284 was the highest amount it billed Thompson Thibodeaux for minor paint and repair services on a single house, it is reasonable that Le’Nouveau should not have been paid in excess of \$10,568 for its combined work on two houses. However, Oden Environmental bank records show that Le’Nouveau was paid a total of \$19,825. Therefore, Le’ Nouveau appears to have been overpaid for the services provided to Thompson Thibodeaux.”

To the above assertion, I offer the following:

When interviewing with the auditor, I was not providing a definitive number. I was merely stating that I performed work on some houses, but I did not recall the exact number at the time of the interview. I was paid for the work that my company performed. Based on my interactions with the auditor, it is my understanding that Oden Environmental bank records were reviewed which would show that my company worked on more than 1-2 homes (Oden would normally place addresses of homes for which payment was being made on the memo line). In this regard, I respectfully submit that I was not overpaid but was paid for homes for which paint services were provided.

Sincerely,


Eric Thompson,
Le’ Nouveau Construction

CC:

Honorable John Young, Parish President
Ms. Deborah Foshee – Parish Attorney
Jefferson Parish Council Members – Honorable Christopher Roberts, Honorable Elton Lagasse,
Honorable Rickey Templet, Honorable Paul Johnston. Honorable Mark Spears, Honorable Ben
Zahn, Honorable Cynthia Lee-Sheng

September 16, 2013

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor
Post Office Box 94397
Baton, Rouge, LA 70804-9397

Re: Response to Louisiana Legislative Auditor Investigative Audit on the Jefferson Parish Council, Thompson Thibodeaux Community Development Corporation, Inc. and Reverend Mansfield Thompson Educational Foundation, Inc.

Improper Expenditures in the Jefferson Parish Community Development Program

#9. Possible conflict of interest

Mr. Williams had no decision making authority regarding the hiring of paint contractors. Furthermore, Mr. Williams never asked the executive director of the program to hire Williams Alliance LLC.

#1. State grant funds given to Derek Shepard's step-mother

In my limited understanding at that time, money received from the state, although made out to Thompson Thibodeaux, was obtained for programs that were going to be administered through Faith Academy. All communications, requirements and/or responsibilities for that program was discussed only between Alvin Boudreaux and Derek Shepard. I was asked by Mr. Boudreaux to put those funds into the Faith Academy bank account. At that time, I was also asked to provide two blank checks to Mr. Boudreaux for what I thought were program expenditures. When I discovered that the checks were made payable to Cynthia Cavalier and not used for program expenses, I brought it to the attention of the director of the board. Mr. Jerome McGowen and I went to Derek Shepard, State Representative at that time, and asked him for the reason and purpose of the funds paid to Mrs. Cavalier. Derek Shepard stated that the funds were given to Mrs. Cavalier because her house burned down. Contrary to LLA's findings, I did not tell the auditors that the board replaced Mr. Boudreaux at that time.

#2. State grant funds used to pay campaign expenses of Derek Shepard.

As in the previous case I provided Mr. Boudreaux with blank checks because I was the only signatory on the bank account. I would normally sign two pages of checks at a time. Upon examination of those checks you will find that I did not write those checks and I did not know that these checks were going to be used for campaign expenses.

#3. State grant funds appear to be misappropriated and Used for Ineligible Expenses

The twelve checks mentioned in LLA's findings, totaling \$5,598.00, were used as record to show expenses that were paid in cash to individuals for services provided to Faith Academy. And contrary to the LLA's findings, none of those checks were cashed for personal use. (1) I did not cash any of the checks for personal use (2) I did not deposit the checks to create false grant expenses but did deposit the

checks to create a record of expenses paid in cash (3) and I absolutely did not forge any checks to replace cash taken for my personal use or Mr. Boudreaux's personal use. In closing of this issue, I never told the auditors that I forged checks to obtain grant funds for personal use and to falsely document the use of grants funds.

2009 – Jefferson Parish Grant

Attached you will find statements from seven individuals confirming their receipt of cash payment for services rendered in 2009.

The \$100,000 Thompson Thibodeaux received from Jefferson Parish was for Thompson Thibodeaux to provide a mentorship program for Jefferson Parish at-risk youth. The funds were deposited into Faith Academy's bank account because the program was administered by Faith Academy. I was not the director of Thompson Thibodeaux and was never told that those funds could not be administered through Faith Academy. At no time did I tell LLA auditors that those funds were used to help pay the financial debts of Faith Academy.

#2. False expenditures

Per the report, the auditors identified 244 false expenditures totaling \$86,728 from June 2009 to December 2010. According to the auditors, \$84,200 of public funds was deposited into Faith Academy's bank account. But, from June 2009 to December 2010, there was **\$1,113,968.00** deposited into that same account. LLA auditors did not show me any of the 244 checks identified in their report. So, the question that I am asking is how did the auditors randomly select 244 checks totaling \$84,200 out of over **\$1,000,000.00** deposited and categorize them as false expenditures?

Other publicly funded programs of Faith Academy

#1. Parish Workforce Connection Grant Funds

Executive Director Alvin Boudreaux was in charge of that particular program, I did not approve any expenses and I did not submit any information to the Workforce Connection.

#2. State Department of Education Grant Funds

As I previously stated, some services rendered to Faith Academy were paid for in cash and as the report states the 55 checks that were made payable to businesses and/or individuals were used to create a record of the expenditures paid for in cash. And as the report also states, all of those checks were deposited into the bank account of Faith Academy and not used for personal use.

#4. Jefferson Sports and Scholastics Foundation

In June and July of 2007 and June 2008, the Faith Summer Program provided over 200 breakfasts, 200 lunches and 200 afternoon snacks five days a week, Monday through Friday, to summer camps sponsored by Jefferson Sports and Scholastics Foundation. The food provided by Faith Summer Program was delivered to parks and playgrounds in Marrero, Harvey, Avondale and Metairie. To my understanding, Jefferson Sports and Scholastics Foundation provided affidavits verifying and supporting the fact that

those services were provided. I was not told that the money Jefferson Sports and Scholastics Foundation used to pay for the services rendered were from public funds. I was told that I would be paid for services rendered, and in addition, money paid to me for services rendered are not public funds. This would be akin to Faith Academy using public funds to purchase items at Sam's Club and then LLA going to and subjecting Sam's Club to an audit for their use of those public funds received for providing products and services. Coming from the other perspective, it would be akin to asking each parent who paid tuition to Faith Academy if their tuition dollars were from public funds. Faith Summer Program provided services and Faith Summer Program was paid for those services. The \$85,000 that was paid to Faith Academy for service provided to JSSFF was deposited into the bank account of Faith Academy. Over \$500,000.00 was deposited into that account during that same period of time. How is it possible to isolate \$62,800 in cash withdrawals from over \$500,000.00 and state in your report that the \$62,800 came from the \$85,000 JSSFF paid for the services we provided? Your report stated that I wrote checks totaling \$ 3,550 to pay my American Express Credit Card bill. I have never in the past nor do I presently have my own personal American Express Credit Card. The American Express credit card belongs to St. Mary's Baptist Church. It is also baffling to me how out of over \$500,000.00, this \$3,500 can be associated with the \$85,000 in payments received from JSSFF.

During the first interview of the cafeteria staff by the LLA investigators, workers were asked about the 2009 summer camp. During this interview, those workers confirmed that they prepared meals for 60 to 75 campers onsite at Faith Academy. I was told by the cafeteria workers that Mr. McDougall went to their homes for a second interview. At which time he asked about the 2007 and 2008 summer programs. The workers stated to me that they told Mr. McDougall that meals were provided for over 200 campers during those summers.

Sincerely,

A handwritten signature in blue ink that reads "Eddie Williams, Jr." with a stylized flourish at the end.

Mr. Eddie Williams, Jr.

Exhibit A – Statements from Faith Academy Workers

1. Mary Coleman
2. Henry Thompson
3. Clarence Williams
4. Lois Varnado
5. Jacquelyn Williams
6. Dorothy Thompson
7. Curtis Carroll

1
I, May Coleman received cash payments from Faith Academy for
services rendered in 2009.

Signature: May Coleman

Date: 9/14/13

2

I, Henry Thompson^{SON} received cash payments from Faith Academy for services rendered in 2009.

Signature: Henry Thompson

Date: 9-14-2013

CLARENCE WILLIAMS received cash payments from Faith Academy for services rendered in 2009.

Signature: C Clarence Williams

Date: 9-13-2013

Lais Karnado, received cash payments from Faith Academy for
services rendered in 2009.

Signature: Lais Karnado

Date: 9-15-2013

I, Requena Williams, received cash payments from Faith Academy for services rendered in 2009.

Signature: M. Requena Williams

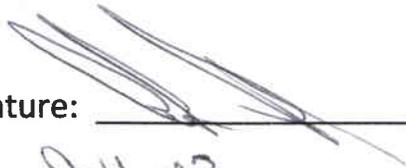
Date: Sept. 15, 2013

I, Mrs. Dorothy Thompson, received cash payments from Faith Academy for services rendered in 2009.

Signature: Mrs. Dorothy Thompson

Date: Sept. 15, 2013

I,  (ccc), received cash payments from Faith Academy for
Curtis Carroll
services rendered in 2009. C

Signature: 

Date: 9/16/13

Response from Ms. Cynthia Cavalier-Shepherd

In a letter dated August 23, 2013, we asked Ms. Cavalier-Shepherd to respond, in writing to this report. As of the date of this report, Ms. Cavalier-Shepherd has chosen not to respond.

Response from Mr. Byron Lee

In a letter dated August 23, 2013, we asked Mr. Byron Lee to respond, in writing to this report. As of the date of this report, Mr. Lee has chosen not to respond.

Response from Mr. Derrick Shepherd

In a letter dated August 23, 2013, we asked Mr. Derrick Shepherd to respond, in writing to this report. As of the date of this report, Mr. Shepherd has chosen not to respond.

Response from Mr. Rickey Vaughn

In a letter dated August 23, 2013, we asked Mr. Rickey Vaughn to respond, in writing to this report. As of the date of this report, Mr. Vaughn has chosen not to respond.