

**204 North Cedar Street
Tallulah, Louisiana 71282
Telephone (318) 574-0964
Fax (318) 574-2773
www.cityoftallulah.org**



Office of the Mayor

City of Tallulah

Regular Council Meeting Agenda

Thursday, April 27, 2023

5:30 P.M., City Hall

**Charles M. Finlayson
Mayor
Joseph Scott
District 1
Lisa Houston
District 2
Carla Turner-Harris
District 3
Marjorie Day
District 4
Toriano Wells
District 5**

1. Call to Order
2. Pledge of Allegiance & Prayer
3. Roll-Call
4. Public Comments on the Agenda
5. Approve Minutes of the April 13, 2023, Regular Meeting
6. Approve Occupational Licenses:
 - a. Ryan Robinson – First Class Armed Security LLC
7. Discussion of Tallulah Housing Authority and Audits
8. Approve Letter of Engagement for LaPorte CPAs to Conduct Audits for Tallulah Housing Authority For Years 2019, 2020 and 2021
9. Approve Request by Christian Acres For Use of Tallulah Madison Community Center During Active Shooter Events On Campus Grounds
10. Public Comments
11. Adjourn Meeting

Special Accommodations

Any person needing reasonable accommodations to attend a public meeting held by the Tallulah City Council should contact Gerald Odom at 318-574-0964 three (3) days prior to the meeting date. If further information is needed, please contact Mr. Odom at the number listed above.

“This Institution is an Equal Opportunity Employer/Provider”

Regular Council Meeting
City of Tallulah
April 13, 2023

A regular council meeting of the Mayor and City Council was held on Thursday, April 13, 2023 at 5:30 P. M., in the Council Room Chamber of Tallulah City Hall.

Mayor Charles M. Finlayson called the meeting to order, led the Pledge of Allegiance, and asked for a moment of silent prayer.

A roll call of Council Members is listed as follows:

| | |
|---------|---------|
| Scott | Present |
| Houston | Present |
| Harris | Present |
| Day | Present |
| Wells | Present |

Motion and second to add to the agenda approval of the Letter of Engagement to LaPorte CPA Firm for the audit of Tallulah Housing Authority for the years ended December 31, 2019, 2020 and 2021 were made by Councilmembers Day and Houston, then Councilman Wells subsequently motioned that it should be tabled which was respectively carried with a roll call as follows:

| | |
|---------|-----|
| Scott | No |
| Houston | No |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

Mayor Finlayson allowed time for public comments on the agenda and Councilman Wells asked about the public comments at the end of the agenda was told it was left off in error and it would be allowed.

Motion and second to approve minutes of the March 23th Regular meeting with making the necessary correction that Sustainable Partners wasn't informed that they was on the agenda were made by Councilmembers Day and Haris respectively carried unanimously.

An occupational license submitted by Ryan Robinson was tabled due to his absence from the meeting.

Motion and second to approve a Resolution Proclaiming the Month of April 2023 as "Fair Housing" Month In The City Of Tallulah were made by Councilmembers Day and Harris respectively carried unanimously.

Motion and second to approve a Resolution Proclaiming the Week of April 17-April 21 as "National Community Development Week in the City of Tallulah were made by Councilmembers Houston and Harris respectively carried unanimously.

Motion and second to table the discussion of Fallulah Housing Authority due to the absence of City Clerk. Gerald Odom were made by Councilmembers Wells and Day respectively carried unanimously.

Motion and second to table the Approval of the following Policies: Grievance, Ethics, Debt Service, IT Disaster Recovery/Business Continuity, Sexual Harassment and Collection Policy were made by Councilmembers Day and Harris respectively carried unanimously.

Selection of Budget Committee for 23/24:
Councilmember Houston nominated Councilmember Scott
Councilmember Day nominated Councilmember Harris
Councilmember Wells nominated himself

A roll call for Councilmember Scott is listed as follows:

| | |
|---------|-----|
| Scott | Yes |
| Houston | Yes |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

A roll call for Councilmember Harris is listed as follows:

| | |
|---------|-----|
| Scott | Yes |
| Houston | Yes |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

A roll call for Councilmember Wells is listed as follows:

| | |
|---------|-----|
| Scott | No |
| Houston | No |
| Harris | Yes |
| Day | No |
| Wells | Yes |

Councilmembers Scott and Harris was selected for the 23/24 FY Budget Committee.

Public Comments:

Michelle Williams expressed her concerns about her neighbor dog being aggressive towards her. Chief McCoy advised the individual has been cited for the violation. Attorney David Doughty advised he will address the situation by a letter of correspondence according to the ordinance.

Frank Williams expressed about the horses in his neighborhood.

Councilmember Wells expressed a concern about the list of things he sent in to be on the agenda. He asked that the 2023 audit be performed by the Legislative Auditors Office be on the next agenda.

There being no further business to discuss, motion and second to adjourn the meeting was made by Councilmembers Houston and Harris respectively carried.

Attest

Vanessa Stubblefield, Deputy City Clerk

Charles M. Finlayson, Mayor

Make Check Payable To:

Tax Trust Account

Mail to:

LA Occupational License Tax
9618 Jefferson Highway, Suite D #334
Baton Rouge, LA 70809
Toll Free Phone 800-556-7274
Toll Free Fax Number 844-528-6529

**Application for Occupational License
ALL FIELDS MUST BE COMPLETED**

City of Tallulah, LA (1758)

Due: January 1 Delq: March 1

Year: 2023

If purchasing for different license year:

Occupational License Tax Application

Section 1 – Business Information

(Lines 1 through 12 must be completed in full.)
Failure to Complete will delay License

1. Date of Application: 3/16/23 (Month, Day, Year) Avenue ID: _____
2. Application Type: New Business Renewal (Provide Prior Year's License Number): _____
3. FEIN/Social Security #: 92-1648979 LA Sales Tax Number: _____ Local Sales Tax Number: _____
4. Taxpayer Name: Ryan R. Robinson Trade Name/DBA: _____
5. Mailing Address: 1007 S. Walnut St. Tallulah La 71282
(Street) (City) (State) (Zip)
6. Physical Address: 1007 S. Walnut St. Tallulah La 71282
(Street—No PO Box) (City) (State) (Zip)
7. Email Address: Ryan.Fcasbookings23@yahoo.com Telephone No.: 318-341-2770
8. Type of Business (Select One): Individual Other (Specify): _____
9. Advise Location of Accounting Records: (5)=Mailing Address (6)=Physical Address
10. Provide information on owner(s) below. If corporation or partnership, provide information for officers or partners. For Corporation, provide state of incorporation:

| | | | | | |
|------------------|---|-------|----------------------------|------------------------|---------------------|
| Name | <u>Ryan R. Robinson</u> | Title | <u>owner</u> | Social Security Number | <u>439-71-7268</u> |
| Resident Address | <u>1007 S. Walnut St. Tallulah La 71282</u> | | | Telephone Number | <u>318-341-2770</u> |
| Name | <u>Kendrell Robinson</u> | Title | <u>chief of operations</u> | Social Security Number | <u>434-83-8408</u> |
| Resident Address | | | | Telephone Number | <u>318-341-0007</u> |
| Name | | Title | | Social Security Number | |
| Resident Address | | | | Telephone Number | |

11. Provide Name and address of your agent or attorney who would be served if a suit or charges were filed:
Douglas S. Busari Tallulah, La Other Description: _____
- Business Type: Retail
- Description of Sales or Activity or (Example: Retail, women's clothing etc): Security
12. Required: Schedule Number from Fee Schedule....see business classification list at www.avenuinsights.com: _____

Section 2 – New Businesses

(Complete this section if you are a new business. To purchase a renewal license skip to Section 3.)

13. New Business Check One: New Business Started On: 2/7/23 Purchased Existing Business-Name Previous Owner: _____ Other (Specify): _____
14. Check One Box Below and Follow Instructions to Calculate Taxable Gross Receipts:

Business Opened This Calendar Year

Less Than 30 Days:

- Between Dec 2 & Dec 31
Total Gross Receipts for Period of Operation: N/A
Skip to Section 4 to Calculate Tax Due

Prior to Dec 2: Pay Minimum Tax; Calculate Remainder Due After First 30 Days of Operation Using Method Immediately Below.

More Than 30 Days:

- A. Gross Receipts For First 30 Days: _____
B. Deductions*: _____
C. (A) Minus (B) Equals Taxable Receipts: _____
D. Number of Months In Operation: _____
E. (D) Times (C) Equals Est. Taxable Gross: _____
F. Skip to Section 4 to Calculate Tax Due

N/A

Section 3 – Renewal

(Complete this section to renew your business license.)

Avenu Account No. _____

15. **Business Opened During Previous Calendar Year:**

- A. Gross Receipts: _____
- B. Deductions*: _____
- C. (A) Minus (B) Equals Taxable Receipts: _____
- D. No. of Days Operation: _____
- E. (C/D) Equals Average Gross Receipts: _____
- F. 365 Times E Equals Est. Taxable Gross: _____
- G. Skip to Section 4 to Calculate Tax Due

Fee Schedule No. _____

16. **Existing Business Opened prior to Previous Calendar Year** -The gross receipts for the prior calendar year, minus applicable deductions, are the taxable receipts.

- A. Gross Sales/Receipts: _____
- B. Deductions*: _____
- C. (A) Minus (B) Equals Taxable Receipts: _____
- D. Skip to Section 4 to Calculate Tax Due

If you are a nursing home (as described in section R.S. 47:359: (I)) please only report 1/3 of the total gross receipts.

17. **Retail Dealers of Gasoline and Motor Fuels**-The tax is computed based on the amount of gallons of gasoline or motor fuels sold using the table in R.S. 47:354.1 and the amount of gross sales of merchandise, services and rentals using the table in R.S. 47:354. The maximum sum of the tax using the two tables shall not exceed \$6,200.

- A. Gross Sales/Receipts: _____
(Do Not Include Sales of Motor Fuels)
- B. Deductions*: _____
- C. (A) Minus (B) Equals Taxable Receipts: _____
- D. Tax Due From Table 1: _____
- E. Gallons of Gasoline & Motor Fuels Sold: _____
- F. Tax Due on Line (E) From Table 1.1: _____
- G. Total Tax Due Line (D) Plus Line (F): _____
- H. Maximum Tax Due: \$6,200.00
- I. Enter The Lesser of Line (G) or Line (H): _____
- J. Sign and Date Application

Section 4 – Calculate Tax Due
(Complete lines 18 through 23.)

18. **Class:** Indicate the class of business which constitutes the major portion of the gross receipts, fees, or commissions earned.
 Retail Wholesale Commission Public Utilities Lending Other

Use Appropriate Table to Calculate Tax Due:

Using the appropriate table for the class checked, calculate the tax due. For businesses not falling within the five classes listed, such as professionals or pharmacy, multiply the taxable receipts by one-tenth of one percent (0.001). Be aware of the following maximum tax limits: retail motor vehicle and boat dealers-\$800.00; wholesale motor vehicle and boat dealers-\$250.00; contractors-\$750.00; hotels/motels \$2 per room, plus a separate license for any retail sales; nursing homes-\$2 per room, plus a retail tax based on 1/3 of the taxable gross receipts; real estate broker-\$2,200; retail building materials dealers-taxed under wholesale schedule-\$6,200.00

(For Others, Professionals, or Pharmacies Multiply Taxable Receipts by (1/10 of 1%) or Insert Amount Calculated Above
 18. Occupational Tax Due \$ _____

19. **Flat Fees:** For those items subject to a flat fee, list total items by type, and calculate the tax due. [i.e. Video poker machines, pool tables, etc.]

| Fee Schedule Number & Item description | Quantity of Items | Fee Per Item | Total for Items |
|--|-------------------|--------------|-----------------|
| | | | |
| | | | |
| 19. Total for Flat Fees | | | |

20. **Amount of Tax Due (Total of Lines 18 and 19):** \$ _____

21. **Interest of 1 1/4% (.0125) Due March 1st, additional interest due per month until paid in full:** \$ _____

22. **Penalty (If filed March 1st or after) 5% of tax due for each 30 days or fraction thereof, Maximum penalty of 25%:** \$ _____

23. **Total Occupational License Tax Due:** \$ _____

****DEDUCTIONS ARE ALLOWABLE FOR THESE BUSINESSES: SERVICE STATIONS, INTERSTATE SALES OF STOCKS & BONDS, AND UNDERTAKERS****

I hereby swear that the amount of gross receipts as required for disclosure in order to obtain an occupational tax license has been examined by me and to the best of my knowledge is true, correct, and complete. I understand issuance of an occupational tax license does not permit business operation unless business is properly zoned and/or in compliance with all applicable laws/rules.

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsights.com.

Signature of Applicant: Ryan R. [Signature] Title: Owner Date: 3/14/23



Tallulah Police Department



500 East Green Street
Tallulah, Louisiana 71282

Contacts:
(318) 574-3230
(318) 574-3231

Chief Buster McCoy
Executive Officer

CRIMINAL BACKGROUND CHECK

DATE: 03/22/2023

To Whom it May Concern:

A Criminal Background Check on Robinson, Ryan Sex M

Race B, DOB 10/30/1988, SSN XXX-XX-7262 revealed the
Following information:

No prior criminal history with the Tallulah Police Department

Conducted by Officer Alisha Robinson-Thomas

TALLULAH POLICE DEPARTMENT
500 E. GREEN STREET
TALLULAH, LOUISIANA 71282
Facsimile
1 (318) 574-1444



Tallulah Police Department



500 East Green Street
Tallulah, Louisiana 71282

Contacts:
(318) 574-3230
(318) 574-3231

Chief Buster McCoy
Executive Officer

CRIMINAL BACKGROUND CHECK

DATE: 03/22/2023

To Whom it May Concern:

A Criminal Background Check on Robinson, Kendrell Sex M

Race B, DOB 10/27/1991, SSN XXX-XX-8402 revealed the
Following information:

No prior criminal history with the Tallulah Police Department

Conducted by Officer Alisha Robinson-Thomas

TALLULAH POLICE DEPARTMENT
500 E. GREEN STREET
TALLULAH, LOUISIANA 71282
Facsimile
1 (318) 574-1444

Regular Council Meeting
City of Tallulah
April 13, 2023

A regular council meeting of the Mayor and City Council was held on Thursday, April 13, 2023 at 5:30 P. M., in the Council Room Chamber of Tallulah City Hall.

Mayor Charles M. Finlayson called the meeting to order, led the Pledge of Allegiance, and asked for a moment of silent prayer.

A roll call of Council Members is listed as follows:

| | |
|---------|---------|
| Scott | Present |
| Houston | Present |
| Harris | Present |
| Day | Present |
| Wells | Present |

Motion and second to add to the agenda approval of the Letter of Engagement to LaPorte CPA Firm for the audit of Tallulah Housing Authority for the years ended December 31, 2019, 2020 and 2021 were made by Councilmembers Day and Houston, then Councilman Wells subsequently motioned that it should be tabled which was respectively carried with a roll call as follows:

| | |
|---------|-----|
| Scott | No |
| Houston | No |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

Mayor Finlayson allowed time for public comments on the agenda and Councilman Wells asked about the public comments at the end of the agenda was told it was left off in error and it would be allowed.

Motion and second to approve minutes of the March 23th Regular meeting with making the necessary correction that Sustainable Partners wasn't informed that they was on the agenda were made by Councilmembers Day and Haris respectively carried unanimously.

An occupational license submitted by Ryan Robinson was tabled due to his absence from the meeting.

Motion and second to approve a Resolution Proclaiming the Month of April 2023 as "Fair Housing" Month In The City Of Tallulah were made by Councilmembers Day and Harris respectively carried unanimously.

Motion and second to approve a Resolution Proclaiming the Week of April 17-April 21 as "National Community Development Week in the City of Tallulah were made by Councilmembers Houston and Harris respectively carried unanimously.

Motion and second to table the discussion of Tallulah Housing Authority due to the absence of City Clerk, Gerald Odom were made by Councilmembers Wells and Day respectively carried unanimously.

Motion and second to table the Approval of the following Policies: Grievance, Ethics, Debt Service, IT Disaster Recovery/Business Continuity, Sexual Harassment and Collection Policy were made by Councilmembers Day and Harris respectively carried unanimously.

Selection of Budget Committee for 23/24:
Councilmember Houston nominated Councilmember Scott
Councilmember Day nominated Councilmember Harris
Councilmember Wells nominated himself

A roll call for Councilmember Scott is listed as follows:

| | |
|---------|-----|
| Scott | Yes |
| Houston | Yes |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

A roll call for Councilmember Harris is listed as follows:

| | |
|---------|-----|
| Scott | Yes |
| Houston | Yes |
| Harris | Yes |
| Day | Yes |
| Wells | Yes |

A roll call for Councilmember Wells is listed as follows:

| | |
|---------|-----|
| Scott | No |
| Houston | No |
| Harris | Yes |
| Day | No |
| Wells | Yes |

Councilmembers Scott and Harris was selected for the 23/24 FY Budget Committee.

Public Comments:

Michelle Williams expressed her concerns about her neighbor dog being aggressive towards her. Chief McCoy advised the individual has been cited for the violation. Attorney David Doughty advised he will address the situation by a letter of correspondence according to the ordinance.

Frank Williams expressed about the horses in his neighborhood.

Councilmember Wells expressed a concern about the list of things he sent in to be on the agenda. He asked that the 2023 audit be performed by the Legislative Auditors Office be on the next agenda.

There being no further business to discuss, motion and second to adjourn the meeting was made by Councilmembers Houston and Harris respectively carried.

Attest

Vanessa Stubblefield, Deputy City Clerk

Charles M. Finlayson, Mayor

Council:

If you have any suggestions for additions and/or revisions to the policies on the April 13, 2023 agenda, please bring those revisions and/or suggestions, in writing, tomorrow evening. Copies will be made and distributed to all council members before the meeting is over so that each of you has a chance to see each other's input.

Council members will have from April 27, 2023, to May 11, 2023 to review all input for inclusion in policies.

At the May 11, 2023 meeting, revisions and/or suggestions from all council members will be summarized and presented for consideration. The policies will be on the 5/11/23 agenda for approval.

Please find attached a copy of the policies for you to work from.

DEBT MANAGEMENT POLICY

CITY OF TALLULAH

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the City of Tallulah.

The goal of the policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear direction as to the steps desired. Preemptive steps in this process include:

- a) Determination of the amount of funds to be indebteded;
- b) Number of years for pay-off. The amount of time should never exceed the life of the asset;
- c) Approximate interest rate expected for the endeavor;
- d) Agreement by the Mayor and City Council that a need exists for the loan;
- e) Determination as to how such indebtedness shall be financed;
- f) Legal counsel selection;
- g) City financial advisor selection.

Long term debt shall not be used for current operations. Long-term debt may be used for capital purchases or construction identified through the City's capital improvement plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the City will minimize use of short-term cash flow borrowing by maintaining adequate working capital for enterprise funds, cash for governmental funds, with close budget management. During the processing of the loan, the City shall submit a request for the funding to the Louisiana State Bond Commission and include city budgets (actual vs budget) of the top three funds which are: General Fund, Water Fund and Utility Fund.

If during the payment amortizations of the debt, it is deemed financially advantageous to refinance the loan, the City will refund the existing debt and issue new funding for the remainder. Again, the Bond Commission of The State of Louisiana must approve the financial transaction before it is activated.

Loan Counsel shall put before the Mayor and City Council the legal documents required for debt service. Subsequent ordinance to be adopted by the Council's decision will be introduced at a scheduled meeting, and the action taken will be to introduce the ordinance to the public along with an announcement of public hearing on the ordinance at a future meeting.

After public hearing, the council reconvenes, and council members adopt or reject the ordinance.

In order to maintain transparency through the loan process, the City shall:

- 1) Comply with legal requirements for notice and for public meetings.
- 2) Post notices in the customary and required posting locations including local newspapers, bulletin boards, and website.

This policy shall be reviewed, if necessary, each year by the City Council with approval of the annual budget. Any amendments to the policy shall be approved by the same process as the initial adoption of the policy which allows for public input.

City of Tallulah

Sexual Harassment Policy

Each **public servant** shall receive a minimum of one hour of education and training on Sexual Harassment during each year of his public employment or term of office. Training can be done in person or via the internet.

Newly elected officials must receive training within 90 days of taking the oath of office.

The City is committed to providing a work environment that is free of discrimination, harassment or any conduct that creates an intimidating, offensive or hostile environment. Any form of harassment or discrimination, whether based on race, color, religion, gender, pregnancy, childbirth, sexual orientation, sickle cell trait, national origin, age, marital status, disability, handicap, status as smoker of tobacco, or veteran status is prohibited. All supervisory or managerial personnel are responsible for taking proper action to end such behavior.

By definition, harassment is any unwanted attention or action prohibited by law by someone in the workplace that creates an intimidating, hostile, or offensive work environment, including sexual harassment.

Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or, (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or, (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment of or by any city employee, independent contractor, or volunteer is strictly prohibited.

Offensive conduct or harassment may take many forms, including but not limited to:

Complaints of harassment will be investigated promptly and in as impartial a manner as possible, giving consideration to protect the rights and dignity of all involved individuals. The City will take all steps necessary to resolve the problem, up to and including termination.

The City will investigate by confidentially gathering information on all concerned parties. The City may consult its legal representative for assistance in determining whether conduct which has occurred does in fact constitute sexual harassment.

Employees will be subject to disciplinary action, up to and including termination, for the following: (1) violating the harassment policy; (2) knowingly providing false information in conjunction with an investigation of harassment or discrimination; (3) failing to take action to end and correct the discrimination or harassment if you are a supervisor or manager who has knowledge of harassment.

No employee shall be subject to retaliation in any form as a result of bringing a complaint or testifying or assisting in a grievance related to complaints of discrimination or harassment. Instances of retaliation should be reported to the employee's supervisor, department head, or to the Mayor. If the employee is uncomfortable reporting retaliation to any of these individuals, he or she may report the conduct to a supervisor or manager in another department with whom the employee is comfortable.

The City may make subsequent inquiries from time to time to ensure offensive conduct does not resume and/or that the subject of harassment has not suffered any retaliation. No retaliation of any kind will occur because an employee in good faith reports an incident of suspected harassment. The supervisor, or other person to whom the complaint was made, will work to establish mutually agreed upon safeguards against retaliation while attempting to mediate any sexual harassment complaint.

If any party is not satisfied with the outcome of the investigation or the remedy provided, that person should inform the Mayor.

State and federal law provide administrative and judicial remedies which may be pursued by filing a complaint with the Louisiana Commission on Human Rights and the federal Equal Employment Opportunity Commission.

percentage of public servants in his agency who have completed the training requirements, the number of sexual harassment complaints received by his agency, the number of complaints which resulted in a finding that sexual harassment occurred, the number of complaints in which the finding of sexual harassment resulted in discipline or corrective action, and the amount of time it took to resolve each complaint. These reports shall be public record and available to the public in the manner provided by the Public Records Law.

City of Tallulah

Information And Technology Disaster Recovery/Business Continuity Policy

The City of Tallulah Information Technology Disaster Recovery Plan is designated For Official Use Only. Only City of Tallulah representatives may distribute this document to individuals on a need-to-know basis. Distribution by other individuals without prior authorization is prohibited. This document contains sensitive information.

It is critical that Information Technology (IT) services used by the City of Tallulah operate effectively and without excessive interruption. This Information Technology Disaster Recovery/Business Continuity Policy establishes a comprehensive policy and procedural plan to recover the City of Tallulah Information Technology System quickly and effectively following a cyber security disruption.

Emergency Points of Contact

City of Tallulah – Mayor Charles Finlayson, 318-474-0964 (office) 318-341-6161 (cell)

City of Tallulah – Yvonne Lewis, 318-574-0964 (office) 702-379-5464 (cell)

| MicroSystems Contact | Office | Cell |
|------------------------|--------------|--------------|
| Mike Donovan (primary) | 601-638-0545 | 601-831-5888 |
| Jessica Kean | 601-638-0545 | 601-529-6988 |

Employee Training

Each employee who operates a City of Tallulah computer shall attend an annual cybersecurity training. Training will include recognition of cyber intrusion methods and cybersecurity countermeasures to assist in preventing cyber attacks and protecting the City of Tallulah IT system.

Critical Information Storage

Tallulah City Hall and Tallulah Police Department information is on the same server. Critical files saved on the server are backed up daily to Idrive online data backup center to ensure if interruption occurs, sensitive data is still retrievable.

Tallulah Water Service is on a separate server. Critical information is backed up daily by CSDC, the company which manufactures the software used by the Tallulah Water Service, to ensure sensitive data is retrievable.

Critical Information Defense

Microsoft Windows Defender is installed on all City of Tallulah, Tallulah Police Department and Tallulah Water System computers for antivirus/antimalware. Employee training is especially important as almost 90% of viruses and other malware units come via email.

Recovery Phase – MicroSystems or CSDC will finalize their assessment and present their findings to appropriate City of Tallulah officials, detailing an approximate timeframe for the system to be operational. Upon approval of findings, MicroSystems and/or CSDC will begin working to restore the system.

Reconstitution – The affected system will be tested and validated as operational prior to returning operations to its normal state. Validation procedures may include functionality or regression testing, concurrent processing, and/or data validation. The system is declared recovered and operational by system owners upon successful completion of validation testing.

Recovery Declaration

Upon successfully completing testing and validation, the Mayor will formally declare recovery efforts complete and that the City of Tallulah IT System or Tallulah Water System is in normal operations. Where appropriate, notices will run on social media and TextMyGov messaging platform.

Data Backup

As soon as reasonable following recovery, the system should be fully backed up and a new copy of the current operational system stored for future recovery efforts. This full backup is then kept with other system backups.

Event Documentation

All recovery events shall be documented, including actions taken, problems encountered and best practices learned. Types of documentation that should be collected may include:

- Activity logs (including recovery steps performed and by whom, the time the steps were initiated and completed, and any problems or concerns encountered while executing activities)
- Identification of cause of interruption
- Functionality and data testing results
- Messaging Methods (i.e. social media, etc)

Test and Maintenance Schedule

City of Tallulah IT System:

- The City of Tallulah IT System is backed up daily to Idrive online backup data center.
- City of Tallulah server is backed up to Idrive, which is located at a separate physical address from City Hall.
- The City of Tallulah IT Vendor, MicroSystems, shall test the back up system monthly to ensure files can be restored in case of an service interruption. After a service

City of Tallulah

Collections Policy

Control Environment

The City of Tallulah shall establish and maintain an environment that sets a positive and supportive attitude toward internal control. This includes setting high standards for agency-wide ethical behavior and competence for the entity's employees, and communicating these standards to employees. It also means that management adheres to the same standards of ethical behavior and competence that they expect from employees. This Policy shall be preventive in nature (prevent errors and fraud from occurring) or detective in nature (detect errors and fraud that have occurred). Ideally, this policy is designed to ensure the custody, recording, and authorization of each type of transaction are divided between different employees.

Collections Policy

All cash collected at the Tallulah City Hall, the Tallulah Water Department and the Tallulah Police Department shall be collected and deposited daily.

All customer transactions shall be issued a receipt (prenumber for City Hall and Police Department transactions).

A collections log has been created to log intake of ALL cash and ALL checks. Log asks for detailed information:

- a. For checks – Name check from, date of check, check number, check amount, date logged, date given to Deputy Clerk and date of deposit.
- b. For cash – Date of collection, amount of collection and date deposited.

In all cases all revenue taken in shall be collected by one employee and COUNTED and VERIFIED by another employee before deposit. No employee shall collect, verify and deposit incoming monies.

Due to the small staff size of the City of Tallulah front office staff, the Tallulah Water Department and the Tallulah Police Department, there may be instances where one employee is responsible for multiple transactions (collection and deposit, verifying and deposit, etc.). **Deposits can be made by either the collecting employee or the verifying employee but no employee shall collect, verify and deposit.**

Each deposit shall be accompanied by a deposit slip and a detailed document that identifies all monies for the deposit.

City of Tallulah

Employee Surety Bond/Theft Policy

The City of Tallulah expects that all employees will act honestly and with integrity during their work hours. The City of Tallulah explicitly will not tolerate any acts of theft in the workplace. Acts of theft will be met with employee discipline, up to and including, termination and legal actions.

For clarity, examples of types of theft include (but are not limited to)

- Monetary
- Physical goods or assets (tools, equipment)
- Intellectual property
- Utility theft (water, electricity, etc)
- Purchase of items via City of Tallulah Purchase Order for personal use

The City of Tallulah reserves the right to use video cameras and audio recording methods as well as software to identify and detect employee theft.

To prevent employees from false accusations, we will investigate all claims of theft or employee stealing, and discipline any employee making a false accusation.

Any employee who has knowledge of fraud or theft of City of Tallulah assets by any person or organization, including another employee, and does not report it to City of Tallulah officials or their Department Head may be subject to disciplinary action, up to and including termination of employment.

Reporting Theft

Any employee who believes they are witness to another employee's theft should immediately notify their supervisor of the act. All suspected acts of theft will be investigated, no matter how small or seemingly insignificant. Supervisors will then contact the Mayor and/or the City attorney to advise them of the suspected theft.

Once the Mayor and/or City Attorney has been notified, the Mayor and City Attorney will notify the Chief of Police and an internal investigation will be launched. If the Mayor is the subject of the investigation, the City Attorney shall also notify the City Council of the internal investigation. The affected employee shall be notified of the investigation and advised of his right to contact legal representation, if necessary.

The employee reporting the theft shall (1) remain anonymous and (2) be protected under applicable "whistle-blower" laws and shall not be subject to retaliation of any kind.

Consequences and Actions For Theft

If the alleged act of theft is substantiated, the appropriate discipline shall be enacted, up to and including termination and legal action.

If the investigation proves that the theft did occur, restitution shall be asked for as a legal outcome. Additionally, court costs may also be asked for as part of restitution.

City of Tallulah

Ethics Policy

Each **public servant** shall receive a minimum of one hour of education and training on the Code of Ethics during each year of his public employment or term of office. Additionally, each employee shall have to sign yearly that they have read and understand the company's ethics policy.

Newly elected officials must receive training within 90 days of taking the oath of office.

Enforcement

Each political subdivision shall designate at least one person who shall provide information, notices, and updates to employees and officials of the political subdivision and assist the Board in any way necessary to fulfill the education requirements. (R.S. 42:1170). For the City of Tallulah, this person shall be the City Clerk.

- (1) Persons who are public servants solely because they are an uncompensated, volunteer fireman or an uncompensated, auxiliary or reserve law enforcement officer are exempt from the training.
- (2) Non-salaried employees of hospitals operated by a hospital service are exempt unless the employee is authorized to enter into contracts on behalf of the hospital for goods or services or the duties of the employee include the supervision of another public employee.
- (3) A former public servant whose public service in a calendar year lasted less than 90 days shall not be required to receive education and training.

national or regional organization or a statewide organization of government officials or employees, or to a public servant of a post-secondary education attending a private fundraiser for the post-secondary institution.

F. 1111E - Receipt of a thing of economic value for assisting someone with a transaction with the agency of the public servant.

G. 1112 - Participation by a public servant in a transaction involving the governmental entity in which any of the following persons have a substantial economic interest: (1) the public servant; (2) any member of his immediate family; (3) any person in which he has an ownership interest that is greater than the interest of a general class; (4) any person of which he is an officer, director, trustee, partner, or employee; (5) any person with whom he is negotiating or has an arrangement concerning prospective employment; (6) any person who is indebted to him or is a party to an existing contract with him and by reason thereof is in a position to affect directly his economic interests. An elected official may participate in the debate and discussion of a matter which could violate this provision, but only if he discloses the nature of the conflict on the record of his agency prior to his participation in the debate and discussion, and prior to any vote taken on the matter. The elected official is not allowed to vote on the matter and he must recuse himself. R.S. 42:1120. Appointed members of boards and commissions may recuse themselves to avoid a violation of Section 1112. Unlike elected officials, they may not participate in the debate or discussion of the matter. They must recuse themselves from all participation. R.S. 42:1112D. Other public employees who are not sole decision makers can be disqualified from transactions that would violate this prohibition. A mechanism for disqualification is found in the rules promulgated by the Board. R.S. 42:1112C.

H. 1113 - Bidding on, entering into, or being in any way interested in any contract, subcontract or other transaction under the supervision or jurisdiction of the public servant's agency. This restriction also applies to the immediate family members of the public servant and to legal entities in which the public servant and/or his immediate family members own an interest in excess of 25%.

- 1113B - Modification of the rule for appointed members of boards and commissions prohibits not only bidding on or entering into such contracts, subcontract and transactions, but also being A "in any way interested" @ in them; also, reference to an interest exceeding 25% is changed to reference legal entities in which the public servant or immediate family members have a A substantial economic interest.

(c) employment of a school teacher who is a member of the immediate family of the superintendent or a school board member as long as the family member is certified to teach. Annual disclosure is required and forms are available from the Ethics Administration Program office. Pursuant to Act 1349 of the 1999 Regular Legislative Session, if the required disclosure is not timely filed, a late fee assessment of \$50 per day, with a maximum penalty of \$1,500, may be imposed;

(d) employment as a health care provider, of an immediate family member of a hospital service district board member or of a public trust authority board member as long as the hospital service district or the public trust authority has a population of less than 100,000 and the family member is a licensed physician or a registered nurse. Annual disclosure is required and forms are available from the Ethics Administration Program office. Pursuant to Act 1349 of the 1999 Regular Legislative Session, if the required disclosure is not timely filed, a late fee assessment of \$50 per day may be imposed, with a maximum penalty of \$1,500, or

(e) persons employed as volunteer firefighters.

L. 1121- Post Employment

(1) During the two year period following the termination of public service as an agency head or elected official, these individuals may not assist another for compensation, in a transaction, or in an appearance in connection with any transaction involving their former agency nor may they render any service on a contractual basis to or for their former agency.

(2) During the two year period following the termination of public service as a board or commission member, these individuals may not contract with, be employed in any capacity by, or be appointed to any position by that board or commission. The Board has interpreted A "board or commission" @ to include a collective body that shares responsibility for its actions. This would include school boards, police juries, boards of aldermen, a group of selectmen, a council, etc.

(3) During the two year period following the termination of public service as a public employee, these individuals may not assist another for compensation, in a transaction, or in an appearance in connection with a transaction involving the agency in which the former public employee participated while employed by the agency nor may the former public employee provide on a contractual basis to his former public employer, any service he provided while employed there.

Ethics Violations Reporting

Any employee who believes that an ethics violation has occurred, shall be required to contact the City Clerk, Gerald Odom, at 318-574-0964 or in person. Once the Clerk has been contacted, an interview will be set up with the Mayor, the Clerk, the City Attorney and the employee. All pertinent information will be taken in the interview for the ensuing investigation and will be turned over to the Louisiana Board of Ethics.

Additionally, if an employee desires to report anonymously, that person should drop the information off, in the form of a letter addressed to Gerald Odom, in the employee drop box located at City Hall.

Ethics Monitoring (Semi-Annual Auditing)

In January of every year, all employees shall attend a mandatory one (1) hour training of Louisiana Ethics. During this meeting, all employees shall be given the contact information for the City of Tallulah representative chosen to be the appointed company contact for ethics violations.

During the mandatory meeting, and during quarterly departmental meetings, all employees shall be asked:

1. Does the employee understand the company's established ethics policy?
2. Does the employee know the name and contact information of their Ethics Officer/Advisor or the person they can contact to report potential violations?
3. Does the employee know how to report potential ethical violations (in person and anonymously)?
4. Does the employee know there will be no retaliation for reporting a concern even if it turns out to be unsubstantiated?

Ethics Reporting

By February 15 of each year, the City of Tallulah shall prepare a report to be sent into the State of Louisiana which will show the number of sexual harassment violations, their reporting and investigative mechanisms. All outcomes will be included in the report.

Problem Resolution/Grievance Procedure

Effective Date: _____

The City of Tallulah is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City of Tallulah supervisors and management.

The City of Tallulah strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the City of Tallulah in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to the City Clerk.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to the City Clerk if problem is unresolved.
4. The City Clerk counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Manager for review of problem.
5. Employee presents problem to Mayor in writing.
6. Mayor reviews and considers problem. Mayor informs employee of decision and forwards copy of written response to the City Clerk for employee's file. The Mayor has full authority to make any adjustment to resolve the problem.

However, this policy, in no way, infringes upon the Mayor's authority to supervise and direct the administration and operation of all managed departments, other than the police department, under La. R.S. 33:404 (A)(1).

DEBT MANAGEMENT POLICY

CITY OF TALLULAH

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the City of Tallulah.

The goal of the policy is to assist decision makers in planning, issuing, and managing debt obligations by providing clear direction as to the steps desired. Preemptive steps in this process include:

- a) Determination of the amount of funds to be indebteded;
- b) Number of years for pay-off. The amount of time should never exceed the life of the asset;
- c) Approximate interest rate expected for the endeavor;
- d) Agreement by the Mayor and City Council that a need exists for the loan;
- e) Determination as to how such indebtedness shall be financed;
- f) Legal counsel selection;
- g) City financial advisor selection.

Long term debt shall not be used for current operations. Long-term debt may be used for capital purchases or construction identified through the City's capital improvement plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the City will minimize use of short-term cash flow borrowing by maintaining adequate working capital for enterprise funds, cash for governmental funds, with close budget management. During the processing of the loan, the City shall submit a request for the funding to the Louisiana State Bond Commission and include city budgets (actual vs budget) of the top three funds which are: General Fund, Water Fund and Utility Fund.

If during the payment amortizations of the debt, it is deemed financially advantageous to refinance the loan, the City will refund the existing debt and issue new funding for the remainder. Again, the Bond Commission of The State of Louisiana must approve the financial transaction before it is activated.

Loan Counsel shall put before the Mayor and City Council the legal documents required for debt service. Subsequent ordinance to be adopted by the Council's decision will be introduced at a scheduled meeting, and the action taken will be to introduce the ordinance to the public along with an announcement of public hearing on the ordinance at a future meeting.

After public hearing, the council reconvenes, and council members adopt or reject the ordinance.

In order to maintain transparency through the loan process, the City shall:

- 1) Comply with legal requirements for notice and for public meetings.
- 2) Post notices in the customary and required posting locations including local newspapers, bulletin boards, and website.

This policy shall be reviewed, if necessary, each year by the City Council with approval of the annual budget. Any amendments to the policy shall be approved by the same process as the initial adoption of the policy which allows for public input.



LaPorte, APAC
8555 United Plaza Blvd. | Suite 400
Baton Rouge, LA 70809
225.296.5150 | Fax 225.296.5151
LaPorte.com

July 26, 2022

Charles Finlayson, Mayor
and Members of the City Council
Tallulah Housing Authority
204 N Cedar Street
Tallulah, LA 71282

Dear Mayor Finlayson and Members of the City Council:

As certified public accountants licensed to practice in Louisiana, we are pleased to confirm our understanding of the services we are to provide Tallulah Housing Authority (the Housing Authority) as of and for the years ended December 31, 2019, 2020, and 2021.

The Objective and Scope of the Audit of the Financial Statements

You have requested that LaPorte, A Professional Accounting Corporation (LaPorte), audit the Housing Authority's business-type activities, each major fund, and aggregate remaining fund information, including the notes to the financial statements as of and for the years ended December 31, 2019, 2020, and 2021, which collectively comprise the basic financial statements.

We have also been engaged to report on supplementary information other than RSI that accompanies the Housing Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Compensation, Benefits, and Other Payments to Agency Head

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (Arrangement Letter).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, and the *Louisiana Governmental Audit Guide*, authorized by Louisiana Revised Statute 24:513A.(5)(a)(i), which is published jointly by the Louisiana Legislative Auditor and the Society of Louisiana Certified Public Accountants. Those standards or guides require that we comply with applicable ethical requirements.

LOUISIANA • TEXAS

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each is separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

As part of an audit in accordance with those standards, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Housing Authority's ability to continue as a going concern for a reasonable period of time.

The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, in accordance with *Government Auditing Standards*.

The report on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will use professional judgment in determining the standards that apply to the work to be conducted. If this engagement will not satisfy the requirements of all audit report users, laws, and regulations, we will notify you as soon as this comes to our attention. We will then submit another engagement letter for your approval that complies with the applicable requirements and will seek approval of the Legislative Auditor for the engagement. We will consider all standards that may apply, but in particular, we will determine whether a different type of engagement is needed based on:

- State of Louisiana's audit law.
- Audit requirements of *Government Auditing Standards*.
- *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* when federal award expenditures equal or exceed \$750,000 for the fiscal year.
- Bond requirements, either to issue bonds or as a bond indenture provision.
- Other contractual requirements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will notify the Louisiana Legislative Auditor, immediately and in writing, of:

- Any fraud, abuse, or illegal acts that are detected during our engagement.
- Any client-imposed scope restrictions, to include failure to provide the appropriate books and records in a timely manner or denial of access to appropriate books and records.
- Any significant disagreements with the local auditee.
- Any change in the scope of the engagement (for example, a change from an audit engagement to a review/attestation engagement), to include all reasons for such change.
- Any decision to withdraw from or cancel the engagement, to include all substantive reasons for the withdrawal or cancellation.
- Our decision to disclaim the auditor's opinion, or to render an adverse opinion on the financial statements for any reason other than omitted component units.
- Any breach of the security of our firm's computer system, defined in R.S. 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the local auditee's personal information, as defined in R.S. 51:3073.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework
Management is responsible for:

1. Identifying and ensuring that the Housing Authority complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Housing Authority involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Housing Authority received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the Housing Authority from whom we determine it necessary to obtain audit evidence.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Housing Authority agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Housing Authority seeks such consent, we will be under no obligation to grant such consent or approval.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Housing Authority will prepare and sign the Louisiana Compliance Questionnaire, adopt it in an open meeting of the Housing Authority's City Council, and return it to us. We will test the Housing Authority's compliance with the applicable laws during the performance of our audit, and will report on any matters of noncompliance that are material to the financial statements.

Reporting

We will issue a written report upon completion of our audit of the Housing Authority's financial statements. Our report will be addressed to the City Council of the Housing Authority. Immediately upon completion of the engagement, the auditor shall send a copy of the reporting package to the City Council and the Louisiana Legislative Auditor (one .pdf file). Either LaPorte or the Housing Authority will submit a copy of the reporting package to the following persons and agencies, as applicable: each member of the auditee's governing board, each state agency providing financial assistance to the auditee, and the federal audit clearinghouse. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

Our audit will include a review of any prior-year suggestions and recommendations and will indicate the extent to which the summary schedule of prior-year audit findings is fairly stated. As to any current-year recommendations and suggestions, we will afford you the opportunity to respond to such matters and will include your response(s) in management's corrective action plan.

Subsequent to the issuance of the report, should it be necessary to revise and reissue the report, we will notify the Legislative Auditor immediately. LaPorte shall distribute such revised and reissued reports in the same manner and to the same individuals and organizations as the original report.

If circumstances arise relating to the condition of the Housing Authority's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Housing Authority's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and
2. An accompanying Schedule of Findings and Responses.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Housing Authority's books and records. The Housing Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Housing Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by housing authority personnel is described in the attached client participation list, which outlines the specific schedules and analyses that should be completed by housing authority personnel, including the dates when the information should be available to us. The participation list has been discussed with and agreed to by Joan Decuir, CPA. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-Audit Services

In connection with our audit, you have requested us to perform certain non-audit services:

1. Drafting the financial statements and footnotes

Government Auditing Standards (GAS) independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Housing Authority, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The Housing Authority has agreed that Gerald Odom, Clerk, possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the Housing Authority agrees to the following:

1. The Housing Authority has designated Gerald Odom, Clerk, who is a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
2. Gerald Odom, Clerk, will assume all management responsibilities for subject matter and scope of the preparation of financial statements and notes to the financial statements.
3. The Housing Authority will evaluate the adequacy and results of the services performed; and
4. The Housing Authority accepts responsibility for the results and ultimate use of the services.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

GAS further requires that we establish an understanding with the Housing Authority's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

Parties' Understandings Concerning Situation Around COVID-19

LaPorte and the Housing Authority acknowledge that, at the time of the execution of this Arrangement Letter, federal, state, and local governments have imposed certain restrictions due to the ongoing and evolving situation around COVID-19. LaPorte and the Housing Authority agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. LaPorte and the Housing Authority also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness, or lease concessions, not already considered within the stated fees. LaPorte will obtain the Housing Authority's prior written approval (email will be sufficient) for any increase in the cost of our services that may result from the situation surrounding COVID-19.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Mr. John Murray, CPA, 8555 United Plaza Blvd, Suite 200, Baton Rouge, Louisiana 70809, (225) 296-5150, is the engagement director and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. It is our understanding you have assigned Mr. Gerald Odom, Clerk, as your representative during the engagement.

We plan to begin the engagements in July 2022, and deliver our reports no later than September 30, 2022.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. We estimate our fees will not exceed \$10,000 for the year ended December 31, 2019, \$10,000 for the year ended December 31, 2020, and \$10,000 for the year ended December 31, 2021. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from housing authority personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase.

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. Any unpaid fees after 30 days will be assessed a service charge of 1% per month.

This fee estimate will also be subject to adjustment based on unanticipated changes in the scope of our work, changes in the agreed upon scheduled dates for our audit fieldwork to begin, and/or the incomplete or untimely receipt by us of the information on the client participation list. All other provisions of this letter will survive any fee adjustment. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both LaPorte and the Housing Authority.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees, provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, Third-Party Products). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership / Access to Audit Documentation

The Audit Documentation for this engagement is the property of LaPorte. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of LaPorte's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by LaPorte for the Housing Authority under this Arrangement Letter, or any documents belonging to the Housing Authority or furnished to LaPorte by the Housing Authority.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable LaPorte policies, and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in LaPorte's form. LaPorte reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Housing Authority, the Housing Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of LaPorte and constitutes confidential information. However, we will make our audit documentation available to the Legislative Auditor, any successor auditor, or any organization of the Louisiana Board of Certified Public Accountants authorized to perform quality assurance reviews. We will follow the Legislative Auditor's policy regarding confidentiality of audit documentation found in the *Louisiana Governmental Audit Guide* when giving access to audit documentation to any parties other than those previously named individuals and organizations. Should we become aware of any illegal acts, we shall make our audit documentation available to the local district attorney or any other state or federal enforcement or regulatory agency without liability. The audit documentation shall be retained by LaPorte for a minimum of five years after the issuance of the report.

Indemnification, Limitation of Liability, and Claim Resolution

Because LaPorte will rely on the Housing Authority and its management and City Council to discharge the foregoing responsibilities, the Housing Authority agrees to indemnify, hold harmless, and release LaPorte and its partners, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Housing Authority's management.

Tallulah Housing Authority and LaPorte agree that no claim arising out of, from, or relating to the services rendered pursuant to this Arrangement Letter shall be filed more than two years after the date of the audit report issued by LaPorte or the date of this Arrangement Letter if no report has been issued. In no event shall LaPorte or the Housing Authority, or any of their respective partners, principals, officers, directors, employees, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the Covered Parties and, each individually, a Covered Party), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages.

To the fullest extent permitted by law, the total aggregate liability of the Covered Parties arising out of, from, or relating to this Arrangement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a Covered Party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory, or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by Tallulah Housing Authority to LaPorte under this Arrangement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Housing Authority of its payment obligations to LaPorte under this Arrangement Letter.

If a dispute arises out of or relates to this Arrangement Letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under the Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. The costs of any mediation proceedings shall be shared equally by all parties.

These provisions shall survive the termination of this arrangement for services.

Confidentiality

LaPorte and the Housing Authority may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, LaPorte and the Housing Authority agree as the recipient of such Confidential Information (the Receiving Party) to keep strictly confidential all Confidential Information provided to it by the disclosing party (the Disclosing Party) and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, LaPorte is permitted to disclose the Housing Authority's Confidential Information to LaPorte's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable, or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins, and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients.

Prior to disclosing to us or granting us with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (HIPAA). Unless otherwise expressly agreed upon and specified in writing by LaPorte and the Housing Authority, you shall not provide us with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

LaPorte and the Housing Authority acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP, and cloud-based sharing and hosting applications (e.g., portals, data analytics tools), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure, or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

We will notify the Housing Authority of any breach of the security of our firm's computer system, defined in R.S. 51:3073 as the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable likelihood to result in, the unauthorized acquisition of and access to the local auditee's personal information, as defined in R.S. 51:3073.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection, or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number, or passwords, health information, and other personal information as defined by applicable laws, whether of the Housing Authority or the Housing Authority's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use, and disclosure to us of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such housing authority-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of housing authority-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable laws and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage, or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government, or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing, and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new arrangement letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

We reserve the right to suspend or terminate our work. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including, but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our service.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals, or employees.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued, or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between LaPorte and the Housing Authority and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed, and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities, or (d) a digital signature.

This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies, or "printouts" of such documents if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

LaPorte, A Professional Accounting Corporation



John Murray, CPA
Director, Audit and Assurance Services

Attachments

Confirmed on behalf of Tallulah Housing Authority:


Designated Representative

11-28-22
Date

Upon completion of your engagement, you will be provided with a portable document format (one .pdf file) copy of the audited financial statements for archival recordkeeping purposes. Please indicate in the space provided below if you prefer to also have printed copies of the financial statements delivered to you as well, and, if so, the number required:

We require a pdf copy only.

Please provide 7 printed bound copies of the financial statements in addition to the pdf copy.

JACKSON THORNTON

Certified Public Accountants
& Consultants

Report on the Firm's System of Quality Control

January 28, 2020

To the Partners of LaPorte,
A Professional Accounting Corporation
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of LaPorte, A Professional Accounting Corporation applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, an audit of a broker-dealer, and an examination of a service organization (Service Organization Control (SOC 2) engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of LaPorte, A Professional Accounting Corporation applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2019, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. LaPorte, A Professional Accounting Corporation has received a peer review rating of *pass*.

JACKSON THORNTON & CO., P.C.

Jackson Thornton & Co. PC

Montgomery, Alabama

April 25, 2023

City of Tallulah
204 N. Cedar Street
Tallulah, Louisiana 71292

email and mail: mayorfinlayson@tallulah-la.gov

Attn: Hon. Charles Michael Finlayson,
Mayor

Re: City of Tallulah
FY 2022 LCDBG Street Improvements
LCDBG No. 2000727472
Project No. 2208-44-EN

Dear Mayor Finlayson:

Pursuant to bids that were opened at 10:00 AM, Tuesday, April 25, 2023, the following documents are enclosed:

1. Bid Tabulation
2. Bid Opening Report
3. Attendance Roster
4. Budget Summary

Three (3) bids were received, publicly opened and read aloud. All bids exceeded available funds. Therefore, it is our recommendation to reject all bids, revise the plans and re-advertise for bids.

Should you have any questions, please feel free to contact us.

I remain sincerely,

Service Group Unlimited, LLC



Cinnamon Gooding, P.E.

Copy to: Division of Administration, Office of Community Development, 1201 North Third Street,
Claiborne Building, Suite 3-150, Baton Rouge, LA 70802
c/o Mr. Jefferson Tessier (w/ enclosures)

Division of Administration, Office of Community Development, 1201 North Third Street,
Claiborne Building, Suite 3-150, Baton Rouge, LA 70802
c/o Ms. Traci Watts (w/ enclosures)

Mr. Robbie Waxman, Post Office Box 14364, Monroe, Louisiana 71207-4364 (w/ enclosures)
SGU File (w/ enclosures)

Service
Group UNLIMITED

Service Group Unlimited
Post Office Box 9386
Monroe, Louisiana 71211

Telephone: (318) 331-1171
Facsimile: (318) 343-5717
Email: servicegroupunlimited@gmail.com

CITY OF TALLULAH
FY 2022 LCDBG - STREET IMPROVEMENTS
PROJECT NO. 2208-44-EN
BID TABULATION

Bids Opened
 Date: Tuesday, April 25, 2023
 Time: 10:00 A.M.
 Place: City of Tallulah, 204 N. Cedar Street, Tallulah, LA 71282

Computed By: Cinnamon Gooding, P.E.

| | | |
|--|---|--|
| 1 | 2 | 3 |
| DREHER CONTRACTING, LLC BASTROP, LA | D & J CONSTRUCTION COMPANY, LLC WEST MONROE, LA | AMETHYST CONSTRUCTION, INC. WEST MONROE, LA |

| ITEM NO. | DESCRIPTION | QUANTITY & UNIT | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|--------------------------|--|-----------------|-------------|-------------|-------------|-------------|
| I. Base Bid | | | | | | |
| UNIVERSITY STREET | | | | | | |
| 401(01) | Shoulder Material (Aggregate) | 21 CY | \$ 225.00 | \$ 4,725.00 | \$ 250.00 | \$ 5,250.00 |
| 502(01) | 1" Asphaltic Concrete, Leveling Course | 139 TONS | \$ 185.00 | 25,715.00 | \$ 175.00 | 24,325.00 |
| 502(01) | Asphaltic Concrete, Type 3, Wearing Course (2" Thick) | 250 TONS | \$ 185.00 | 46,250.00 | \$ 175.00 | 43,750.00 |
| 1019 | Geotextile Fabric, Type C | 2,020 SY | \$ 5.00 | 10,100.00 | \$ 4.00 | 8,080.00 |
| 702 | Manhole Adjustment | 2 EA | \$ 1,500.00 | 3,000.00 | \$ 4,000.00 | 8,000.00 |
| 510(01) | Pavement Patching (12" Thick) | 20 SY | \$ 200.00 | 4,000.00 | \$ 300.00 | 6,000.00 |
| 706 | Remove and Replace 6" Thick Concrete Sidewalk, Fill | 16 SY | \$ 75.00 | 1,200.00 | \$ 150.00 | 2,400.00 |
| 713(01) | Temporary Signs & Barricades | JOB | LS | 10,000.00 | LS | 15,000.00 |
| 727(01) | Mobilization | JOB | LS | 40,000.00 | LS | 25,000.00 |
| S-1 | Project Sign | 1 EA | \$ 2,500.00 | 2,500.00 | \$ 2,000.00 | 2,000.00 |
| TANK STREET | | | | | | |
| 502(01) | Overlay - Asphaltic Concrete, Type 3, Wearing Course (2" Thick) (Station 0+55 to Station 5+45) | 180 TONS | \$ 200.00 | 36,000.00 | \$ 175.00 | 31,500.00 |
| 401(01) | Shoulder Material (Aggregate-2" Thick) (Station 0+55 to Station 5+45) | 12 CY | 185.00 | 2,220.00 | 250.00 | 3,000.00 |
| 203(01) | 12" Excavation of Existing Asphalt Road and Base (Station 5+45 to Station 18+10) | 1,110 CY | 120.00 | 133,200.00 | 30.00 | 33,300.00 |
| 302(01) | 6" Thick Class II Crushed Stone (Station 5+45 to Station 18+10) | 638 CY | 85.00 | 54,230.00 | 150.00 | 95,700.00 |
| 303(01) | 6" Thick In-Place Cement Stabilized Base Course - Usable Fill Material (Station 5+45 to Station 18+10) | 3,330 SY | 22.00 | 73,260.00 | 28.00 | 93,240.00 |
| 303(01) | Cement (Station 5+45 to Station 18+10) | 850 CWT | 20.00 | 17,000.00 | 12.00 | 10,200.00 |
| 401(01) | Shoulder Material (Aggregate-3" Thick) (Station 5+45 to Station 18+10) | 36 CY | 75.00 | 2,700.00 | 250.00 | 9,000.00 |
| 502(01) | Asphaltic Concrete, Type 3, Wearing Course (3" Thick) (Station 5+45 to Station 18+10) | 540 TONS | 200.00 | 108,000.00 | 175.00 | 94,500.00 |
| 702 | Manhole Adjustment | 4 EA | 1,500.00 | 6,000.00 | 4,000.00 | 16,000.00 |
| 510(01) | Pavement Patching (12" Thick) (Station 5+45 to Station 18+10) | 50 SY | 220.00 | 11,000.00 | 300.00 | 15,000.00 |
| 713(01) | Temporary Signs & Barricades | JOB | LS | 20,000.00 | LS | 15,000.00 |
| 727(01) | Mobilization | JOB | LS | 25,000.00 | LS | 40,000.00 |
| S-1 | Project Sign | 1 EA | 2,500.00 | 2,500.00 | 2,000.00 | 2,000.00 |
| 502(01) | Overlay - Asphaltic Concrete, Type 3, Wearing Course (2" Thick) (Station 0+55 to Station 5+45) | 180 TONS | \$ 235.00 | 42,300.00 | \$ 275.00 | 3,300.00 |
| 401(01) | Shoulder Material (Aggregate-2" Thick) (Station 0+55 to Station 5+45) | 12 CY | 185.00 | 2,220.00 | 250.00 | 3,000.00 |
| 203(01) | 12" Excavation of Existing Asphalt Road and Base (Station 5+45 to Station 18+10) | 1,110 CY | 120.00 | 133,200.00 | 30.00 | 33,300.00 |
| 302(01) | 6" Thick Class II Crushed Stone (Station 5+45 to Station 18+10) | 638 CY | 85.00 | 54,230.00 | 150.00 | 95,700.00 |
| 303(01) | 6" Thick In-Place Cement Stabilized Base Course - Usable Fill Material (Station 5+45 to Station 18+10) | 3,330 SY | 22.00 | 73,260.00 | 28.00 | 93,240.00 |
| 303(01) | Cement (Station 5+45 to Station 18+10) | 850 CWT | 20.00 | 17,000.00 | 12.00 | 10,200.00 |
| 401(01) | Shoulder Material (Aggregate-3" Thick) (Station 5+45 to Station 18+10) | 36 CY | 75.00 | 2,700.00 | 250.00 | 9,000.00 |
| 502(01) | Asphaltic Concrete, Type 3, Wearing Course (3" Thick) (Station 5+45 to Station 18+10) | 540 TONS | 200.00 | 108,000.00 | 175.00 | 94,500.00 |
| 702 | Manhole Adjustment | 4 EA | 1,500.00 | 6,000.00 | 4,000.00 | 16,000.00 |
| 510(01) | Pavement Patching (12" Thick) (Station 5+45 to Station 18+10) | 50 SY | 220.00 | 11,000.00 | 300.00 | 15,000.00 |
| 713(01) | Temporary Signs & Barricades | JOB | LS | 20,000.00 | LS | 15,000.00 |
| 727(01) | Mobilization | JOB | LS | 25,000.00 | LS | 40,000.00 |
| S-1 | Project Sign | 1 EA | 2,500.00 | 2,500.00 | 2,000.00 | 2,000.00 |

FLORIDA STREET

| | | | | | | | | |
|---------|--|------------|----------|------------------------------|-----------------------|-----------------------|----------|-----------------------|
| 203(01) | 12" Excavation of Existing Asphalt Road and Base | 2,925 CY | 90.00 | 263,250.00 | 30.00 | 87,750.00 | 65.00 | 190,125.00 |
| 302(01) | 6" Thick Class II Crushed Stone | 1,685 CY | 75.00 | 126,375.00 | 150.00 | 252,750.00 | 165.00 | 278,025.00 |
| 303(01) | 6" Thick In-Place Cement Stabilized Base Course – Usable Fill Material | 8,770 SY | 19.00 | 166,630.00 | 28.00 | 245,560.00 | 15.00 | 131,550.00 |
| 303(01) | Cement | 2,240 CWT | 20.00 | 44,800.00 | 12.00 | 26,880.00 | 14.00 | 31,360.00 |
| 401(01) | Shoulder Material (Aggregate-3" Thick) | 104 CY | 88.00 | 9,152.00 | 250.00 | 26,000.00 | 275.00 | 28,600.00 |
| 502(01) | Asphaltic Concrete, Type 3, Wearing Course (3" Thick) | 1,410 TONS | 180.00 | 253,800.00 | 175.00 | 246,750.00 | 235.00 | 331,350.00 |
| 702 | Manhole Adjustment | 7 EA | 2,000.00 | 14,000.00 | 4,000.00 | 28,000.00 | 3,200.00 | 22,400.00 |
| 702 | Water Valve Adjustment | 2 EA | 1,000.00 | 2,000.00 | 1,000.00 | 2,000.00 | 1,250.00 | 2,500.00 |
| 401(01) | Pavement Patching (12" Thick) | 130 SY | 200.00 | 26,000.00 | 300.00 | 39,000.00 | 375.00 | 48,750.00 |
| 713(01) | Temporary Signs & Barricades | JOB | LS | 2,500.00 | LS | 16,000.00 | LS | 7,500.00 |
| 727(01) | Mobilization | JOB | LS | 25,000.00 | LS | 75,000.00 | LS | 18,000.00 |
| S-1 | Project Sign | 1 EA | 2,500.00 | 2,500.00 | 2,000.00 | 2,000.00 | 1,000.00 | 1,000.00 |
| | | | | TOTAL BASE BID AMOUNT | \$1,574,607.00 | \$1,645,935.00 | | \$1,744,670.00 |

ONE MILLION, SEVEN HUNDRED FORTY-FOUR THOUSAND, SIX HUNDRED SEVENTY DOLLARS & 00/100

ONE MILLION, SIX HUNDRED FORTY-FIVE THOUSAND, NINE HUNDRED THIRTY-FIVE DOLLARS & 00/100

ONE MILLION, FIVE HUNDRED SEVENTY-FOUR THOUSAND, SIX HUNDRED AND SEVEN DOLLARS & 00/100

II. Alternates No. 1 (Deduct – Omit 1" of Asphalt and 1" Shoulder Aggregate in Areas Noted)

| | | | | | | | | |
|---------|--|----------|--------|-------------------------------|------------------|-------------------|--------|------------------|
| 401(01) | Tank St. – Omit 1" Thickness of Shoulder Material (Station 5+45 to Station 18+10) | 12 CY | 60.00 | 720.00 | 250.00 | 3,000.00 | 75.00 | 900.00 |
| 401(01) | Florida St. – Omit 1" Thickness of Shoulder Material | 36 CY | 60.00 | 2,160.00 | 250.00 | 9,000.00 | 75.00 | 2,700.00 |
| 502(01) | Tank St. – Omit 1" Thickness of Asphaltic Concrete, Type 3, Wearing Course (Station 5+45 to Station 18+10) | 166 TONS | 100.00 | 16,600.00 | 175.00 | 29,050.00 | 105.00 | 17,430.00 |
| 502(01) | Florida St. – Omit 1" Thickness of Asphaltic Concrete, Type 3, Wearing Course | 434 TONS | 100.00 | 43,400.00 | 175.00 | 75,950.00 | 105.00 | 45,570.00 |
| | | | | TOTAL ALTERNATE DEDUCT | 62,880.00 | 117,000.00 | | 66,600.00 |

TOTAL BASE BID WITH ALTERNATE \$1,511,727.00

AMOUNT OF PROPOSAL GUARANTEE 5%

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY

NATIONWIDE MUTUAL INSURANCE COMPANY

MERCHANTS BONDING COMPANY (Mutual)

5%

Cinamon Gooding, P.E.

Cinamon Gooding, P.E.

I hereby certify that the above is a true and correct summary of proposals received.

Service Group Unlimited, LLC
Monroe, LA 71202

BID OPENING REPORT

BIDS WERE OPENED ON: April 25, 2023
FOR: City of Tallulah
PRE-BID ESTIMATE: \$ 748,000

TIME: 10:00 AM
PROJECT NO. 2208-44-EN
PROJECT NAME: FY 2022 LCDBG Street Improvements

- 1. Amethyst Construction, Inc.
215 Industrial Parkway
West Monroe, LA 71291

\$ 1,744,670⁰⁰
Alternate No. 1 (66,600.00) Deduct

- 2. D&J Construction Co. LLC
602 Well Road
West Monroe, LA 71292

\$ 1,645,935⁰⁰
Alternate No. 1 (117,000⁰⁰) Deduct

- 3. T.L. Construction, LLC
5700 Eddie Williams Ave.
Alexandria, LA 71302

\$ No Bid

- 4. Dreher Contracting, LLC
1115 Elm Street
Bastrop, LA 71220

\$ 1,574,607⁰⁰
Alternate No. 1 (62,880.00)

Signed: Cunnamu Gaudin, P.E.
Dated: April 25, 2023

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED. THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

City of Tallulah
 FY 2022 LCDBG Street Improvements
 Project No. 2208-44-EN
 April 25, 2023

BUDGET SUMMARY

| | | |
|----------------------------|--|--------------------|
| 1. Dreher Contracting, LLC | | |
| Bastrop, LA | | |
| Contract Base Bid | | <u>\$1,574,607</u> |
| Construction Total | | \$1,574,607 |

| ITEM NO. | CATEGORY | Original Budget | As-Bid Budget |
|----------|-------------------------|------------------|--------------------|
| A. | Construction | \$ 750,210 | \$ 1,574,607 |
| B. | Contingencies | 49,180 | 0 |
| C. | Basic Engineering | 67,150 | 67,150 |
| D. | Resident Project Rep. | 28,780 | 28,780 |
| E. | Administration | 55,000 | 55,000 |
| F. | Soil Testing and Report | 8,000 | 9,400 |
| | Total Cost | <u>\$958,320</u> | <u>\$1,734,937</u> |

Funding Summary

| | |
|---------------------------|------------------|
| As BID Project | \$ 1,734,937 |
| Approved Budget | <u>(958,320)</u> |
| Additional Funds Required | \$ 776,617 |