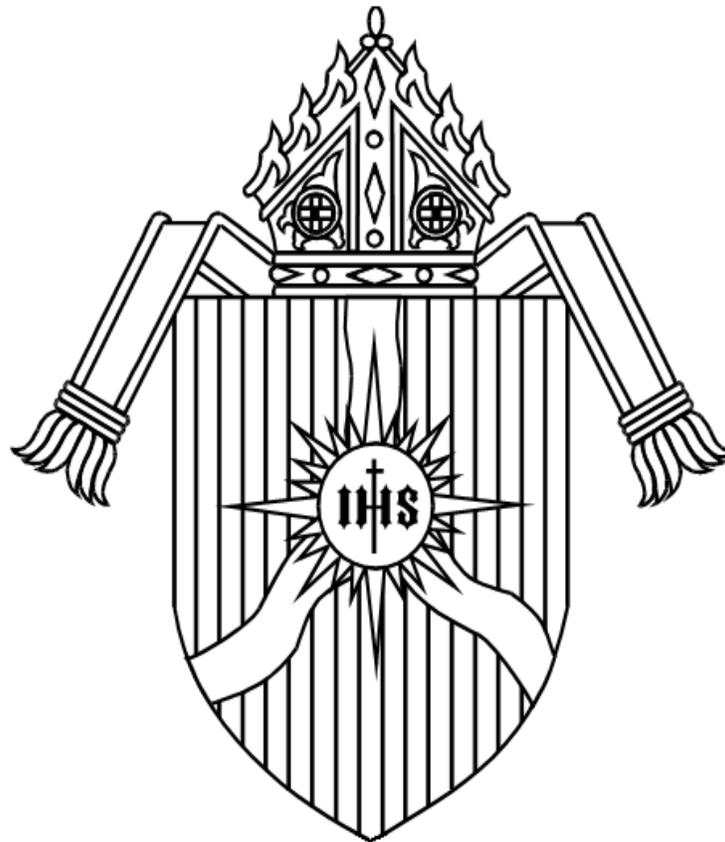


Requesting Approval  
for Physical Plant Improvements  
and Construction  
in the Diocese of Shreveport



Prepared by the Diocesan Office of Business Affairs  
Rev. July 2020

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## Introduction

When the church parish needs to make improvements, repairs, or new construction in projects costing \$10,000 or more, the following procedures are used to secure necessary approval of the Bishop and maintain adequate safeguards for the assets of the Church.

All forms and sample documents are included in the appendices to this packet. They can also be found on the Diocese of Shreveport website at <http://www.dioshpt.org/business/construction.html>

There are two phases to requesting approval of a project: the Preliminary Request, and the Final Request.

### Phase 1: Preliminary Request for Improvements/Construction

As soon as the project is considered at the parish level, the pastor should complete the *Preliminary Request for Approval of Physical Plant Improvements and Construction* form. The purpose of this step is to inform the bishop of what project is being considered and the estimated cost and method of financing before full planning gets underway. The diocesan bishop will use this form to gain a general understanding of the project in order to approve the request to continue planning at the parish level.

#### Required items for the Preliminary Request:

- 1. Preliminary Request Form (See Appendix A)**
- 2. Resolution from the Parish Pastoral Council** in support of the project/purchase
- 3. Current Quarterly Financial Report.** (Balance Sheet and Income Statement)  
Please note on the balance sheet the specific source that holds any funds currently on hand for the project, i.e., if a CD will be liquidated, please identify it on the balance sheet.

Once Corporate Committee has reviewed the Preliminary Request with the Bishop, the pastor will be notified in writing of the status of the request. As soon as Preliminary approval is received in writing, the pastor and parish may begin more in-depth planning and engage contractors for the purpose of finalizing costs and requirements.

In the interest of time and planning, the Diocesan Business Office makes every effort to notify pastors via email immediately upon receipt of the bishop's signed approval of the Preliminary Request. The original signed form will follow in the next business day's mail for the parish files.

The letter which accompanies the signed form will reference the details of documents which must be accurately presented with the Final Request Form.

## **Phase 2: Final Request for Improvements/Construction**

The Final Request for Approval of Construction and Improvements will be due 30 days prior to beginning the project, and requires the inclusion of several additional related items.

### **Required items for the Final Request:**

**1. Final Request Form (See Appendix A)**

**2. Parish Resolution approving the project/purchase (See Appendix D)**

The Parish Finance Council must submit a resolution which states their commitment to the project as recorded in the meeting minutes of the council. The Pastor serves as Secretary of the Corporation and signs the resolution. Trustees' and other council members' signatures are included on the Final Request Form, and are unnecessary on the Resolution.

It is important to have the full legal name of the parish corporation on the Resolution as it is recorded with the Secretary of State's office. If the location where the project will be implemented is a school or mission of the church, then the request must come from the parent church. The exceptions to this are the two diocesan high schools, which are operated and whose requests would be made by the principal and the School Board.

**3. Copy of Construction Drawing (if applicable)**

**4. Copy of All Bids , notation of Approved Bid**

Three bids are required on all projects and purchases costing more than \$10,000.

The approved bid(s) support the total cost of the project.

Note: For purposes of insurance requirements, the approved bid does not suffice as a contract between the parish and vendor.

**5. Copy of Contract to be signed (if applicable).**

The selected vendor should be able to provide the pastor with a draft of the contract so that the Corporate Committee may review it before it is signed. If there is no contract to be signed for the project or purchase, please make that notation on the form.

## 6. Copy of Contractor's Performance Bond

Because the performance bond is a requirement for project approval, please have the contractor include cost of the bond in the original bid.

*Note:* If you will not be paying the contractor any money until the job is complete and to your satisfaction according to the bid, then a performance bond is unnecessary. HOWEVER, it is necessary that the pastor write a letter to this effect for the bishop's information. Such letter should be included in place of the Performance Bond when submitting the Final Request.

## 7. Copy of Contractor's Certificate(s) of Insurance

Lack of properly stated insurance certificates has been known to stall several projects. To ensure that the certificates are properly worded, it is strongly encouraged that the parish allow the Diocesan Business Office to assist in reviewing the insurance certificates for accuracy as they are obtained.

Insurance Requirements which must be evidenced by certificate are:

- a) General Liability: \$1 million coverage per incident, \$3 million aggregate
- b) Auto Liability: \$1 million
- c) Workers Compensation insurance as required by law

These are standard limits that contractors purchase. There should be no problem obtaining proper certificates from professional contractors.

In addition to evidencing the proper insurance, we require that the General Liability and Auto Liability certificate(s) include an **additional insured endorsement** in favor of the parish, the Diocese of Shreveport, and our bishop. The reason for requiring these additional insured listings is that it protects the individual interests of the parish, the diocese and the bishop, as they are each named individually in lawsuits.

Some contracting companies are substantial enough to have all three coverages (General Liability, Auto and Workers Compensation) through one insurance broker or company. In this instance, all coverages will be evidenced on the same certificate, but the additionally insured language on the certificate will reference coverage under the General Liability and Auto policies only. This is perfectly adequate.

In the event that the contractor does not have all insurance through one broker, we will need separate certificates of insurance from each applicable broker/agent referencing the three coverages we require.

***IMPORTANT: Language referencing contracts***

Some insurance companies will require that a contract be in place in order to extend insurance coverage to the parish, diocese and bishop as requested. This language is usually presented on the certificate in wording similar to what follows:

“Additional insured status is afforded when required by written contract.”

Or:

“Certificate holder is listed as additionally insured with respects to general liability as required by written contract.”

The wording may vary slightly from company to company, but the most important words to note are “written contract.” The simplest solution in this instance would be to ask the insurance company to remove any reference to a written contract and still leave the additional insured endorsement. However, in consideration of their client, some underwriters are hesitant to remove the contract requirement. If the insurance company will not remove the contract reference from the insurance certificate, then the parish must engage fully in an approved written contract with the vendor/contractor. *Again, please remember that a signed bid is not a contract.* Bids do not typically state that the contractor will provide all insurance coverage necessary and list the customer as additionally insured, so if the insurance certificate states, “as required by written contract,” then the corresponding contract **MUST REQUIRE** the insurance. Otherwise, the additional insured endorsement is nullified, and the church is exposed to potential liability.

In a situation where the insurance certificate states requirement of a contract, the business office offers an approved sample contract for parish use. Contractors and vendors who do not typically use written contracts may utilize this sample contract in working with our parishes. Edits may be made to the applicable parts of the contract which will pertain to the contracting company and the job to be performed. Edits may not be made to the Indemnity and Insurance portions of the contract, other than to reference the particular church parish.

However, if the contractor provides his own contract form, it must reflect the same requirements for insurance as stated in the sample vendor agreement included with this packet. If the contract is significantly different from our sample, additional time will be needed for the contract to be reviewed by our diocesan attorneys.

A sample insurance certificate is included in Appendix B for your reference. The Diocesan Business Office is available to assist you in obtaining correct certificates, and will be more than happy to speak with the contractors and/or insurance companies on the church’s behalf at any time.

## New Construction: Builders Risk Insurance

As of February 2010, important information has come to light which affects parishes and locations that may have need to plan a major construction project in the future.

The short version:

The new AIA document *201-2007 General Conditions of Contract for Construction*, which are usually prepared by the architect and are the concrete basis for the contractor bids now contains a requirement that the property owner (in our case, the church parish) will provide all the insurance for the building project instead of the contractor providing it.

The result is that after the bids are accepted, our current procedures to obtain appropriate insurance and riders are already ineffective since in the bidding process we have already agreed to cover the construction ourselves. We would have to purchase enough insurance to cover the whole construction site during the project, which increases the total cost of the project.

The detailed version:

Construction companies are utilizing a revised version of the AIA document, *201-2007 General Conditions of Contract for Construction*. Article 11 of this document relates to insurance requirements of the owner as a binding part of the construction agreement. It is important to understand that these requirements are outside the parameters of our current policy as they require that our church insure the contractor, subcontractors and sub-subcontractors. Through the official contract for construction, this article of the document must be amended to pass the obligation to provide Builders Risk insurance onto the contractor, noting the parish, diocese and Bishop as Additional Insureds.

*The requirements for insurance on the part of the contractor must be considered in the early stages of planning **prior to bid specifications being sent out**, as the insurance that the chosen contractor is required to provide will be a necessary factor in the contractor's bid.*

If the insurance requirement is not addressed in advance of the bid and the Builder's Risk insurance is not purchased by the contractor, the cost of the diocese purchasing a separate Builder's Risk policy will be **passed on to the parish as an additional cost** of the project.

## **Appendix A:**

# **Project Approval Request Forms**

**DIOCESE OF SHREVEPORT**  
**PRELIMINARY REQUEST FOR APPROVAL**  
**OF PHYSICAL PLANT IMPROVEMENTS/CONSTRUCTION**  
**INCLUDING GENERAL PURCHASES EXCEEDING \$10,000**

Submission of this form thirty (30) days prior to preliminary action is necessary for approval to *begin planning* the proposed improvement/construction/purchase in detail.

PARISH/SCHOOL: \_\_\_\_\_

CITY: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

Describe briefly the improvement/construction/purchase project. Please attach preliminary plans, if available.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECTED COST ESTIMATES:**

- |  |          |
|--|----------|
| 1. Estimated Improvement/Construction/Purchase Costs | \$ _____ |
| 2. Estimated Costs of Furnishings and Equipment      | \$ _____ |
| 3. Estimated Costs of Landscaping                    | \$ _____ |
| 4. TOTAL Estimated Cost                              | \$ _____ |
| 5. Amount of Cash Deposits/Investment Income         | _____    |
| Available for this Project                           | \$ _____ |
| 6. Estimated Amount to be Financed                   | \$ _____ |

**PROJECTED PLAN FOR DEBT RETIREMENT (if known):**

1. Name/Address of Lending Institution(s): \_\_\_\_\_  
\_\_\_\_\_
2. Loan Interest Rate (Annual): \_\_\_\_\_
3. Term of Loan (Total # of Years): \_\_\_\_\_

**ATTACHMENTS:**

1. \_\_\_\_\_ Resolution from Parish Pastoral Council supporting project/purchase
2. \_\_\_\_\_ Current quarterly financial report

\_\_\_\_\_  
PASTOR SIGNATURE

\_\_\_\_\_  
DATE

DO NOT WRITE BELOW THIS LINE

***CHANCERY USE ONLY:***

This request has been \_\_\_\_\_ by Most Reverend Francis I. Malone Bishop of Shreveport, in accordance with diocesan policy and in consultation with the Diocesan Corporate Committee.

\_\_\_\_\_  
CHANCERY OFFICIAL

\_\_\_\_\_  
DATE

**DIOCESE OF SHREVEPORT**  
**FINAL REQUEST FOR APPROVAL**  
**OF PHYSICAL PLANT IMPROVEMENTS/CONSTRUCTION**  
**INCLUDING GENERAL PURCHASES EXCEEDING \$10,000**

Submission of this form thirty (30) days prior to definitive action is necessary for approval to begin the proposed improvement/construction/purchase.

PARISH/SCHOOL: \_\_\_\_\_

CITY: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

Describe the complete improvement/construction/purchase project. Attach all plans.

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**FINAL COSTS:**

- |   |          |
|---|----------|
| 1. Improvement/Construction/Purchase Costs                              | \$ _____ |
| 2. Costs of Furnishings and Equipment                                   | \$ _____ |
| 3. Costs of Landscaping   | \$ _____ |
| 4. TOTAL Project Cost (1+2+3)   | \$ _____ |
| 5. Amount of Cash Deposits/Investment Income Available for this Project | \$ _____ |
| 6. Amount to be Financed  | \$ _____ |

**PLAN FOR DEBT RETIREMENT:**

- Name/Address of Lending Institution(s): \_\_\_\_\_  
\_\_\_\_\_
- Loan Interest Rate (Annual): \_\_\_\_\_
- Amount of Annual Repayment of Principal: \_\_\_\_\_
- Term of Loan (Total # of Years): \_\_\_\_\_
- Total Cost of Project, Including Interest: \_\_\_\_\_
- Kind of Instrument:      Mortgage \_\_\_\_\_      Note \_\_\_\_\_      Other \_\_\_\_\_ (Specify: \_\_\_\_\_)

7. Name/Address of Contractor(s): \_\_\_\_\_  
\_\_\_\_\_

1) Total Amount of Contracted Price: \$ \_\_\_\_\_

2) Proposed Schedule of Payments to Contractor(s): \_\_\_\_\_  
\_\_\_\_\_

3) Has the Contractor provided Performance Bond? Yes \_\_\_\_\_ No \_\_\_\_\_

4) Has Contractor provided Certificate of Insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

*(Required minimum coverage per incident is \$1,000,000.00. Contact Diocesan Business Office for more details.)*

8. Current Parish/School Debt:

1) Total Amount of Remaining Debt(s): \$ \_\_\_\_\_

2) Interest Rate of Current Debt: \$ \_\_\_\_\_

3) Amount of Principal Repaid Annually: \$ \_\_\_\_\_

4) Years/Months Remaining—Term of Loan: \_\_\_\_\_

ATTACHMENTS:

1. \_\_\_\_\_ Copy of Bids /Approved Bid Noted
2. \_\_\_\_\_ Copy of Contractor's Performance Bond and Certificate of Current Insurance
3. \_\_\_\_\_ Copy of Contract/Agreement to be signed
4. \_\_\_\_\_ Copy of Financing Instrument
5. \_\_\_\_\_ Finance Council Resolution approving project/purchase
6. \_\_\_\_\_ Copy of Construction Drawing

APPROVED FOR THE CORPORATION:

1) \_\_\_\_\_ Pastor/  
Administrator (Secretary/Treasurer) DATE \_\_\_\_\_

2) \_\_\_\_\_  
President, Parish Finance Council DATE \_\_\_\_\_

3) \_\_\_\_\_  
Secretary, Parish Finance Council DATE \_\_\_\_\_

4) \_\_\_\_\_  
Trustee DATE \_\_\_\_\_

5) \_\_\_\_\_  
Trustee DATE \_\_\_\_\_

6) \_\_\_\_\_  
Bishop of Shreveport, President  
OR Vicar General, Vice-President DATE \_\_\_\_\_

## **Appendix B:**

### **Sample Insurance Certificate**



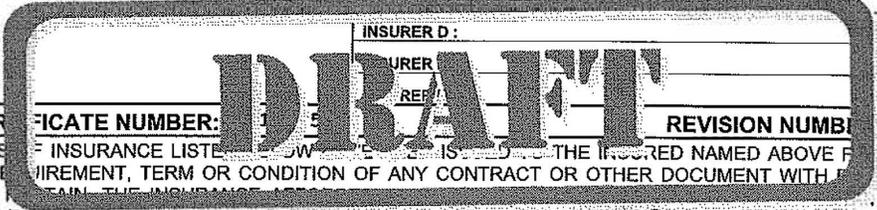
# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Company 123 Main Street Anytown, USA 98765	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 123-456-7890	FAX (A/C No.):	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> We Paint And Repair, Inc. 789 First Street Any Other Town, USA 12345	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Pristine Insurance Company		123456
	<b>INSURER B:</b> Accidents R Us		234567
	<b>INSURER D:</b>		



**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW ARE IN FULL FORCE AND EFFECT FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE OBTAINED, THE INSURANCE COVERAGE AFFORDED BY THESE POLICIES IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

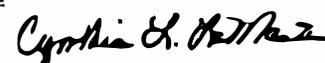
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		A123456Z	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X		B3456789	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000				07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W9876543	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTH-
B	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is endorsed on the General Liability and Auto Liability policies only as regards insured's work on the holder's property.

OR

Certificate Holder(s) is additionally insured.

<b>CERTIFICATE HOLDER</b> Our Roman Catholic Church Our Address Diocese of Shreveport 3500 Fairfield Avenue, Shreveport, LA 71104 Most Reverend Francis I. Malone, Bishop of Shreveport, 1000 Fairview Avenue, Shreveport, LA 71104 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## **Appendix C:**

# **Sample Vendor Agreement (Contract)**

**VENDOR AGREEMENT**

\_\_\_\_\_ (hereinafter referred to as "Company") is a locally owned, professional \_\_\_\_\_ company. Our credentials include business license and certificate of liability insurance. The objective of our company will be to \_\_\_\_\_, according to proposal/bid # \_\_\_\_\_ dated \_\_\_\_\_ and this contract with \_\_\_\_\_ (hereinafter referred to as "Customer.")

The following defines the scope of our proposed program:

1. All work will be performed under the supervision of qualified personnel.
2. Our technicians are trained professionals, and as such, will conduct themselves in a workmanlike and efficient manner at all times.
3. We will furnish all labor, tools, specialized equipment, material, supervision, transportation and certificates of insurance to perform the maintenance services listed below.
4. This contract is for a period of \_\_\_\_\_ months, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
5. Protection and precautions to persons and property shall be exercised at all times. Work will be scheduled, whenever possible, to give the least possible interference to occupants and visitors. Any and all damages will be reported promptly to your firm, and will be repaired within 48 hours or as soon as possible.

**PAYMENT AND INVOICING TERMS**

Payment for Services: The Company will be paid as follows:

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Reimbursable Costs:

Customer shall reimburse the Company all costs incurred in connection with the services rendered. Reimbursable costs include, but are not limited to, subcontractors, materials, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs.") The Company shall provide to Customer substantiation of Reimbursable Costs incurred.

### Invoicing:

Invoices will be submitted monthly by the Company for payment by Customer. Payment is due upon receipt and is past due twenty (20) business days from receipt of invoice. If Customer has any valid reason for disputing any portion of an invoice, Customer will so notify the Company within twenty (20) calendar days of receipt of invoice by Customer, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Customer will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Customer. If payment of Invoices is not current, the Company may suspend performing further work.

### **CHANGES**

Customer may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

### **STANDARD OF CARE**

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the company concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title or otherwise.

### **INSURANCE**

The Company shall maintain, during the Term of this Agreement, comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence, which covers liability for bodily injury, property damage or death arising out of the party's activities in connection with the rendering of agreed services. The Company agrees to name Diocese of Shreveport, 3500 Fairfield Avenue, Shreveport, LA 71104; Most Reverend Francis I. Malone at 1000 Fairview, Shreveport, LA 71104; and \_\_\_\_\_ (church parish and address), as additional insured on its comprehensive general liability and auto liability (\$500,000 minimum) policies, solely with respect to the rendering of agreed services, and shall provide Customer with a certificate of insurance evidencing this coverage in addition to evidence of Worker's Compensation and Employer's Liability coverage.

### **INDEMNITY**

Each party agrees to indemnify and hold harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that either party may incur by reason of any third-party claim(s) or law suit(s) arising out of, or in connection with, the indemnifying party's

negligence, gross negligence, intentional misconduct, or performance or failure to perform pursuant to this Agreement.

## **MISCELLANEOUS**

### Insecurity and Adequate Assurances:

If reasonable grounds for insecurity arise with respect to Customer's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Customer's ability to meet its payment obligations under this Agreement. Unless Customer provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Company may partially or totally suspend its performance while awaiting assurances, without liability to Customer.

### Independent Contractor:

The Company is an independent contractor of Customer.

### Assignment:

The Agreement is not assignable or transferrable by Customer. This Agreement is not assignable or transferrable by the Company without the written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

### Disputes:

The Company and Customer recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Customer agree that any remaining conflicts arising out of or relating to this contract shall be submitted to nonbinding mediation unless the Company and Customer mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

### Representations:

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Customer Authorized Signature (Bishop or designee)

\_\_\_\_\_  
Company Representative

**Appendix D:**

**Sample Resolution**

**For Parish Pastoral and Finance Councils**

Pastoral Council Resolution For \_\_\_\_\_ Church

We, **the Pastoral Council** of \_\_\_\_\_ **Church**, a religious non-profit corporation, duly organized and existing under the laws of the state of Louisiana, do hereby certify that the following is a true and correct copy of certain resolutions adopted by the Finance Council of said corporation at a meeting thereof duly called and held on \_\_\_\_\_ (date) at which a quorum was present; that said resolutions have been duly entered on the Minute Book of this council; that the same are in conformity with the charter and by-laws of said corporation and have never been modified or rescinded:

RESOLVED, that

{This section must list the resolution as it is stated in the minutes of the meeting reflected, together with all pertinent details such as project cost and financing arrangements}

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of , 20\_\_.

Chair \_\_\_\_\_ Secretary \_\_\_\_\_

Pastor (Secretary of the Corporation) \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Finance Council Resolution For \_\_\_\_\_ Church

We, **the Finance Council** of \_\_\_\_\_ **Church**, a religious non-profit corporation, duly organized and existing under the laws of the state of Louisiana, do hereby certify that the following is a true and correct copy of certain resolutions adopted by the Finance Council of said corporation at a meeting thereof duly called and held on \_\_\_\_\_ (date) at which a quorum was present; that said resolutions have been duly entered on the Minute Book of this council; that the same are in conformity with the charter and by-laws of said corporation and have never been modified or rescinded:

RESOLVED, that

{This section must list the resolution as it is stated in the minutes of the meeting reflected, together with all pertinent details such as project cost and financing arrangements}

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

President \_\_\_\_\_ Secretary \_\_\_\_\_

Trustee \_\_\_\_\_ Trustee \_\_\_\_\_

Pastor (Secretary of the Corporation) \_\_\_\_\_

Witnesses: \_\_\_\_\_

\_\_\_\_\_