

**PROCEEDINGS**  
**OF THE**  
**TERREBONNE PARISH COUNCIL**  
**IN REGULAR SESSION**

**February 20, 2019**

The Chairwoman, Ms. A. Williams, called the meeting to order at 6:00 p.m. in the Terrebonne Parish Council Meeting Room. Following the Invocation, offered by the Chairwoman, Council Member S. Dryden led the Pledge of Allegiance.

Upon roll call, Council Members recorded as present were: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel. A quorum was declared present.

The Chairwoman recognized Mr. Alvin Tillman, former Council Member, Mr. Michael Lagarde, current School Board Member, and Mr. Jerry Larpenner, Terrebonne Parish Sheriff who were in attendance for the evening's proceedings.

Ms. C. Duplantis-Prather moved, seconded by Mr. S. Dryden, "THAT the Council approve the minutes of the Regular Council Session held on January 23, 2019."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.  
THERE WAS RECORDED:  
YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.  
NAYS: None.  
ABSENT: None.  
The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. D. J. Guidry, "THAT the Council approve the Accounts Payable Bill Lists for 1/28/2019 and 2/4/2019."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.  
THERE WAS RECORDED:  
YEAS: S. Dryden, C. Duplantis-Prather, A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.  
NAYS: None.  
ABSENT: None.  
ABSTAINING: D. W. Guidry, Sr.  
The Chairwoman declared the motion adopted.

The Chairwoman recognized Mr. Mike Toups, Parish Manager, who gave a brief report regarding backup generators and pump stations across the Parish. He then stated that all of the previously reported street light outages had been repaired and that street lighting along parade routes had been inspected and repaired as needed for the upcoming Mardi Gras season. He then introduced Ms. Leslie Jones, newly hired Grant Writer, and gave a brief overview of her credentials for the position.

Several Council Members welcomed Ms. Jones as a new employee and shared their optimism for collaborating with her on future projects then also commended her on the success of her small business.

Upon Council Member D. W. Guidry, Sr.'s request, Mr. Toups reported that the permitted pump for Savanne Road would be completed within 4-6 weeks once installation had

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

begun. Council Member D. W. Guidry, Sr. then thanked Mr. Toups and his staff for their assistance working with Entergy to have new street lights installed along sections of Highway 311 and shared his optimism for the improved visibility while driving at night.

Council Member A. Marmande thanked Administration and Public Works for a recent visit he took to inspect the Telemetry system installed for several pump stations across Terrebonne Parish.

Upon Council Member J. Navy's request, Mr. Toups reported that the derelict lily rakes at Coteau were being repaired and replaced in accordance with a warranty agreement. The Chairwoman then recognized Mr. Julius Hebert, Parish Attorney, who stated that a settlement had been approved with regards to the lily rakes at Coteau and that associated information was currently being circulated regarding the settlement.

Upon Council Member S. Trosclair's request, Mr. Hebert stated that a limited warranty would be in effect once the repairs had been completed.

The Chairwoman recognized Mr. Gordon Dove, Parish President, who gave a brief presentation regarding several drainage and flood prevention projects currently being funded across the Parish. He then thanked the Council and Administration for their cooperation in pursuing these projects.

The Chairwoman recognized Mr. Myers McAllister, Terrebonne Parish Tree Board member, who presented the "Tree-mendous Tree Award" to Raising Cane's located on Grand Caillou Road, which was accepted by Mr. Matt Voisin, Raising Cane's Manager.

Several Council Members congratulated Mr. Voisin and Raising Cane's on the award and commended them on their generosity toward local schools and their local community.

A discussion ensued relative to a potential partnership with Raising Cane's and Recreation District No. 11 for creating a dog park in Terrebonne Parish.

Council Member C. Duplantis-Prather read aloud a proclamation proclaiming March 8, 2019 as "Girls on the Run Day" in Terrebonne Parish.

The Chairwoman recognized Ms. Ashlee Laiche, Girls on the Run Executive Director, who thanked the Council for the recognition and shared her optimism for the program and its positive motivation of young women toward success.

Council Member J. Navy read aloud a proclamation proclaiming February 28, 2019 as "Frank Lewis Day" in Terrebonne Parish.

The Chairwoman recognized Mr. Frank Lewis, Houma resident, who thanked the Council for the honor and recognition.

Several Council Members commended Mr. Lewis and his achievements both as a professional football player and as an icon of the local community.

Council Member J. Navy then announced that Mr. Lewis would be one of several honorees being recognized at the Black History Program being held on February 28, 2019 at the Houma-Terrebonne Civic Center from 6:00 p.m. to 8:00 p.m.

Council Member G. Michel read aloud a proclamation proclaiming March 2019 as "Problem Gambling Awareness Month" in Terrebonne Parish.

The Chairwoman recognized Ms. Renee Ring, Terrebonne Behavioral Health Center, who stated that all problem gambling services are offered free in the state of Louisiana and

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

encouraged those affected by problem gambling to contact their local health center for assistance.

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. D. J. GUIDRY

**RESOLUTION NO. 19-048**

**WHEREAS**, the Terrebonne Parish Coastal Zone Management and Restoration Advisory Committee (CZMRAC) was constituted to provide leadership, direction and consistency in the development and implementation of policies, plans and programs which encourage multiple uses of the coastal zone and achieve a proper balance between development, conservation, restoration, creation and nourishment of coastal resources in Terrebonne Parish; and,

**WHEREAS**, from time to time, the CZMRAC works with federal, state, local, and private partners in the pursuit of these goals; and,

**WHEREAS**, Ducks Unlimited, Inc., in cooperation with federal, state, and private partners, has obtained funding from the U.S. Department of the Interior through the North American Wetlands Conservation Council for additional projects to enhance the flow of freshwater through the Carencro Bayou marsh complex in addition to the construction of earthen terraces near Voss Canal; and,

**WHEREAS**, improvements to the Carencro Bayou marsh complex area are identified as priorities in the Parish's 2009 Comprehensive Plan for Coastal Restoration; and,

**WHEREAS**, the implementation of this project will create approximately 15 acres of marsh habitat and will also provide synergistic benefits arising from the recently completed Lost Lake Marsh Creation and Hydrologic Restoration Project (TE-72), funded through the Coastal Wetlands Planning, Protection and Restoration Act, resulting in improved habitat for fish and wildlife in addition to the flood risk reduction benefits associated with marsh creation/restoration projects of this nature; and,

**WHEREAS**, the Coastal Zone Management and Restoration Advisory Committee believes the benefits accruing to the public as a result of these projects will greatly outweigh the fee normally charged for the issuance of a Coastal Impact Certificate and, in effect with the waiver of the fee becomes a partner with Ducks Unlimited, Inc. in this project, and as a consequence, has adopted a Resolution at its February 5, 2019 meeting urging the Terrebonne Parish Council to waive the fees associated with the Parish's Coastal Impact Certificate.

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that in consideration of the public benefits that will accrue to the Parish and its citizens by virtue of these projects, that the fees associated with the issuance of the Parish's Coastal Impact Certificate are hereby waived.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the resolution adopted on this the 20th day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Mr. G. Michel moved, seconded by Ms. C. Duplantis-Prather, "THAT the Council open public hearings at this time."

The Chairwoman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

The Chairwoman recognized the public for comments on the following:

A. A proposed ordinance to amend the 2019 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

- I. General Fund - Government Buildings, \$55,000
- II. General Fund - General-Other, \$20,000
- III. Sylvia Street Drainage Project, \$284,001
- IV. Elliot Jones Pump Station, \$95,928
- V. Bayou Terrebonne Lock System, \$1,173,616
- VI. Petit Caillou Conveyance Channel, \$691,745
- VII. Bayou Black Pump Station, \$527,193
- VIII. Lashbrook Pump Station, \$325,981
- IX. Independence Day Celebration, \$10,000
- X. Sanitation, \$110,000
- XI. Head Start Program, \$2,724
- XII. Timbalier Island (Barrier Island) Project, \$41,156
- XIII. Ashland Transfer Station Rehab, \$225,000
- XIV. Re-class Several CDBG Recovery Projects, Net Affect - \$0.

There were no comments from the public on the proposed ordinance.

Mr. D. J. Guidry moved, seconded by Mr. J. Navy, "THAT the Council close the aforementioned public hearing."

The Chairwoman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. D. J. GUIDRY  
SECONDED BY: MR. J. NAVY

**ORDINANCE NO. 9032**

AN ORDINANCE TO AMEND THE 2019 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. GENERAL FUND - GOVERNMENT BUILDINGS, \$55,000**
- II. GENERAL FUND – GENERAL-OTHER, \$20,000**
- III. SYLVIA STREET DRAINAGE PROJECT, \$284,001**
- IV. ELLIOT JONES PUMP STATION, \$95,928**
- V. BAYOU TERREBONNE LOCK SYSTEM, \$1,173,616**
- VI. PETIT CAILLOU CONVEYANCE CHANNEL, \$691,745**
- VII. BAYOU BLACK PUMP STATION, \$527,193**
- VIII. LASHBROOK PUMP STATION, \$325,981**
- IX. INDEPENDENCE DAY CELEBRATION, \$10,000**
- X. SANITATION, \$110,000**
- XI. HEAD START PROGRAM, \$2,724**
- XII. TIMBALIER ISLAND (BARRIER ISLAND) PROJECT, \$41,156**
- XIII. ASHLAND TRANSFER STATION REHAB, \$225,000**
- XIV. RE-CLASS SEVERAL CDBG RECOVERY PROJECTS, NET AFFECT - \$0**

**SECTION I**

**WHEREAS**, funding is needed to move various departments to and within the Government Towers, and

**WHEREAS**, funding is needed to open the drive-thru in the parking garage for citizens to utilize to pay their bills, and

**WHEREAS**, the funding source is from the General Fund, Fund Balance for \$55,000.

**NOW, THEREFORE BE IT ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Government Buildings. (Attachment A)

**SECTION II**

**WHEREAS**, funding is needed to purchase a new vehicle to put into the pool car inventory, and

**WHEREAS**, the new vehicle is needed due to the age and condition of current inventory, and

**WHEREAS**, the funding source is from the General Fund, Fund Balance for \$20,000.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget be amended for purchase of a new pool car. (Attachment B)

**SECTION III**

**WHEREAS**, funding is needed to complete the Sylvia Street Drainage Project, and

**WHEREAS**, the funding source is from the Parishwide Drainage Construction Fund for \$284,001.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget of the Terrebonne Parish Consolidated Government be amended for the Sylvia Street Drainage Project. (Attachment C)

#### **SECTION IV**

**WHEREAS**, funding is needed for the engineering of the Elliot Jones Pump Station, and

**WHEREAS**, the funding source is the Parishwide Drainage Construction Fund for \$95,928.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget of the Terrebonne Parish Consolidated Government be amended for the Elliot Jones Pump Station. (Attachment D)

#### **SECTION V**

**WHEREAS**, additional funding is needed for the Bayou Terrebonne Lock System, and

**WHEREAS**, the funding source is from Parishwide Drainage Construction Fund for \$1,168,702 and General Fund, Fund Balance for \$4,914.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and the 5 Year Capital Outlay be amended for the Bayou Terrebonne Lock System. (Attachment E)

#### **SECTION VI**

**WHEREAS**, additional funding is needed for the Petit Caillou Conveyance Channel, and

**WHEREAS**, the funding source is from Sales Tax Capital Improvement funds in the Road Construction Fund for \$664,479 and General Fund, Fund Balance for \$27,266.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and the 5 Year Capital Outlay be amended for the Petit Caillou Conveyance Channel. (Attachment F)

#### **SECTION VII**

**WHEREAS**, additional funding is needed for the Bayou Black Pump Station, and

**WHEREAS**, the funding source is Sales Tax Capital Improvement funds in the Parishwide Sewerage Construction Fund for \$37,546, Capital Projects Control Fund for \$483,281 and General Fund, Fund Balance for \$6,366.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and the 5 Year Capital Outlay be amended for the Bayou Black Pump Station. (Attachment G)

**SECTION VIII**

**WHEREAS**, additional funding is needed for the Lashbrook Pump Station, and

**WHEREAS**, the funding source is Sales Tax Capital Improvement funds in the Parishwide Sewerage Construction Fund for \$51,736, Sales Tax Bond Construction fund for \$75,000, Parishwide Drainage Construction Fund, Fund Balance for \$150,000 and General Fund, Fund Balance for \$49,245.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and the 5 Year Capital Outlay be amended for the Lashbrook Pump Station. (Attachment H)

**SECTION IX**

**WHEREAS**, administration would like to support the Terrebonne Patriots, and

**WHEREAS**, this support would come through help to fund the Independence Day Celebration for a total of \$10,000, and

**WHEREAS**, the funding source General Fund, Fund Balance for \$10,000.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and the 5 Year Capital Outlay be amended for the Independence Day Celebration. (Attachment I)

**SECTION X**

**WHEREAS**, additional funding is needed for Sanitation Other Contracts and Leases account, and

**WHEREAS**, the additional funding will be used for the Terrebonne Parish Sheriff's Office litter crew for \$110,000, and

**WHEREAS**, funding source is from the Sanitation fund balance.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget be amended for the Sanitation Fund. (Attachment J)

**SECTION XI**

**WHEREAS**, Head Start received a reimbursement for Child Care Criminal Background Check Fees for \$2,724, and

**WHEREAS**, the funds will be used for repairs to the Head Start classrooms.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget be amended for the Head Start classrooms. (Attachment K)

**SECTION XII**

**WHEREAS**, funding is needed for Timbalier Island (Barrier Island) segmented breakwater rocks, and

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**WHEREAS**, the funding source is from the Whiskey Island Projects in the Capital Projects Control Fund for \$41,156.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of Timbalier Island. (Attachment L)

**SECTION XIII**

**WHEREAS**, Administration received a cost proposal for the Ashland Transfer Station Rehab Project for \$225,000, and

**WHEREAS**, the funding source is from the Sanitation fund balance.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of Ashland Transfer Station Rehab Project. (Attachment M)

**SECTION XIV**

**WHEREAS**, several CDBG Recovery Projects have now been completed with budgeted dollars remaining needed to be distributed as listed below:

Ward 7 Levee	(\$20,000)
DPW Administration Building	\$20,000

**WHEREAS**, the Engineering Department has reviewed and reassigned these dollars along with the approval of the State of Louisiana, Office of Community Development.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2019 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government be amended for the various CDBG Recovery Projects. (Attachment N)

**SECTION XV**

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

**SECTION XVI**

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D.J. Guidry, S. Troclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

NOT VOTING: None.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 20th day of February 2019.

**ATTACHMENT A - Government Buildings**

	2019		
	Adopted	Change	Amended
Govt Tower Major Repairs	-	55,000	55,000
Fund Balance (decrease)	n/a	(55,000)	n/a

**ATTACHMENT B - General-Other**

	2019		
	Adopted	Change	Amended
Motor Vehicles	-	20,000	20,000
Fund Balance (decrease)	n/a	(20,000)	n/a

**ATTACHMENT C - Sylvia Street Drainage**

	2019		
	Adopted	Change	Amended
Sylvia St. Dmg Outfall	309,344	284,001	593,345
Suthon Ave. Drainage	70,000	(70,000)	-
Westside Area Drainage	350,799	(214,001)	136,798

**ATTACHMENT D - Elliot Jones Pump Station**

	2019		
	Adopted	Change	Amended
Elliot Jones Canal P/S	410,060	95,928	505,988
1-1B System Channels Project	1,264,630	(95,928)	1,168,702

**ATTACHMENT E - Bayou Terrebonne Lock System**

	2019		
	Adopted	Change	Amended
Bayou Terrebonne Lock System	11,422,320	1,173,616	12,595,936
1-1B System Channels Project	1,168,702	(1,168,702)	-
General Fund	-	(4,914)	(4,914)
P/W Drainage Construction Fund	-	4,914	4,914
Fund Balance (decrease)	-	(4,914)	(4,914)

**ATTACHMENT F - Petit Caillou Conveyance**

	2019		
	Adopted	Change	Amended
Petit Caillou Drainage Syst	4,822,157	691,745	5,513,902
Road Construction Fund	-	(664,479)	(664,479)
General Fund	-	(27,266)	(27,266)
Thompson Rd Construction	664,479	(664,479)	-
P/W Drainage Construction Fund	-	664,479	664,479
P/W Drainage Construction Fund	-	27,266	27,266
Fund Balance (decrease)	-	(27,266)	(27,266)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**ATTACHMENT G - Bayou Black Pump Station**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Bayou Black Pump Station	10,932,002	527,193	11,459,195
P/W Sewerage Construction Fund	-	(37,546)	(37,546)
Capital Projects Control Fund	-	(483,281)	(483,281)
General Fund	-	(6,366)	(6,366)
Gr Caillou Sew Industrial/Thom	37,546	(37,546)	-
P/W Drainage Construction Fund	-	37,546	37,546
Jail Chillers, A/C & Air Handl	288,597	(188,597)	100,000
Downtown Lighting	194,684	(194,684)	-
P/W Drainage Construction Fund	664,479	483,281	1,147,760
Fund Balance (decrease)	-	(100,000)	(100,000)
P/W Drainage Construction Fund	-	6,366	6,366
Fund Balance (decrease)	-	(6,366)	(6,366)

**ATTACHMENT H - Lashbrook Pump Station**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Lashbrook Pump Station	2,956,299	325,981	3,282,280
P/W Sewerage Construction Fund	-	(51,736)	(51,736)
Sales Tax Bond Construction	-	(75,000)	(75,000)
General Fund	-	(49,245)	(49,245)
Fund Balance (decrease)	-	(150,000)	-
Woodlawn Sewer	31,538	(31,538)	-
Bayou Chauvin/40 acre Sew Relo	20,198	(20,198)	-
P/W Drainage Construction Fund	-	51,736	51,736
Fund Balance (decrease)	-	(75,000)	-
P/W Drainage Construction Fund	-	75,000	-
P/W Drainage Construction Fund	-	49,245	49,245
Fund Balance (decrease)	-	(49,245)	(49,245)

**ATTACHMENT I - Independence Day Celebration**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Independence Day Celebration	-	10,000	10,000
Fund Balance (decrease)	n/a	(10,000)	n/a

**ATTACHMENT J - Sanitation**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Contracts & Leases	735,060	110,000	845,060
Net Position (decrease)	n/a	(110,000)	n/a

**ATTACHMENT K - Head Start**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Building Repairs	875	2,724	3,599
Miscellaneous Other	-	(2,724)	(2,724)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**ATTACHMENT L - Timbalier Island**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Whiskey Island	41,156	(41,156)	-
Seg Breakwater Rocks Timbalier Island	-	41,156	41,156

**ATTACHMENT M - Ashland Transfer Station**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Ashland Transfer Station	329	225,000	225,329
Transfer from Sanitation	-	(225,000)	(225,000)
Transfer to Solid Waste Services	-	225,000	225,000
Net Position (decrease)	n/a	(225,000)	n/a

**ATTACHMENT N - CDBG Recovery Projects**

	2019		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
CDBG Ward 7 Levee Elevation	765,994	(20,000)	745,994
P/W Administrative Building	279,637	20,000	299,637

The Chairwoman recognized Mr. Gordon Dove, Parish President, who stated that many of the flood mitigation projects currently being funded were initiated within the past two years and commended the engineering firms, Parish Administration, and Parish Council for their collaboration and the progress being seen toward completing these projects

The Chairwoman recognized the public for comments on the following:

B. A proposed revised ordinance that will amend the Parish Code to facilitate the safety and well being of the public during parades, to provide for the presence of service animals during parades, and to provide for related matters.

There were no comments from the public on the proposed ordinance.

Mr. G. Michel moved, seconded by Ms. C. Duplantis-Prather, "THAT the Council close the aforementioned public hearing."

The Chairwoman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Council Member C. Duplantis-Prather thanked Sheriff Larpenier for bringing the issue of service animals at parades forward to be addressed at a recent Mardi Gras Committee meeting and for his efforts at keeping the public safe during the Mardi Gras season.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. G. MICHEL  
SECONDED BY: MS. C. DUPLANTIS-PRATHER

**ORDINANCE NO. 9033**

AN ORDINANCE TO AMEND CHAPTER 19, ARTICLE II, PARADES, AND ARTICLE I OF CHAPTER 5 OF THE OF THE TERREBONNE PARISH CODE OF ORDINANCES TO FACILITATE THE SAFETY AND WELL BEING OF THE PUBLIC DURING PARADES, TO PROVIDE FOR THE PRESENCE OF SERVICE ANIMALS DURING PARADES; AND TO PROVIDE FOR RELATED MATTERS.

**WHEREAS**, Section 1 – 06 of the Home Rule Charter for the Parish of Terrebonne provides that the parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of the parish affairs, and all other subject matter without exception, subject only to the limitations that the same shall not be inconsistent with the Constitution or expressly denied by the general law applicable to the parish; and

**WHEREAS**, the Terrebonne Parish Consolidated Government desires to amend ordinances pertaining to parades and animals to further facilitate the safety and wellbeing of the public during parades and to provide for the regulations for the use of service animals during parades;

**NOW, THEREFORE, BE IT ORDAINED** by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

**SECTION I**

Article II of Chapter 19 of the Terrebonne Parish Code of Ordinances shall be and is hereby amended, with underlining format showing additions, as follows:

**Section 19-46. – Generally.**

(a) No parade shall be of a commercial nature.

\* \* \*

(e) No organization or person staging a parade shall prior thereto advertise in a public manner for members to participate in the parade, and anyone doing so may have the permit for the parade revoked by action of the parish council in accordance with this article. The use of the United States mail is specifically exempted from this provision.

(f) No parade participant shall, in any manner, impede or delay the progress of any parade. Participants shall include any driver of any vehicle pulling a float or drivers of designated vehicles transporting parade crew members.

**Section 19-47. – Floats.**

(a) Floats shall not be less than twenty (20) feet in length or more than sixty (60) feet in length, and shall not be more than fifteen (15) feet in width or less than nine (9) feet in width, and not be more than eighteen (18) feet high, inclusive of animation, measured from the street level. All floats shall contain sanitary facilities sufficient to take care of the number of riders for which the float is designed to be used. If the floats exceed the dimensions provided for herein, the organization's permit may be revoked unless the dimensions specified are complied with as provided herein, or the floats in violation will be removed from the parade.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

\* \* \*

- (k) All floats shall have a "no smoking" sign securely attached and plainly visible to all occupants of the float.
- (l) Refueling of generators attached or unattached to floats is strictly prohibited.

**Section 19-48. – Trucks.**

- (a) No truck shall be more than thirteen (13) feet, six (6) inches high, or wider than ten (10) feet. Each truck shall be equipped with such safety equipment as is required by state law and shall be no more than sixty (60) feet in length, including the tractor.

\* \* \*

- (g) All trucks shall have a "no smoking" sign securely attached and plainly visible to all occupants of the float.
- (h) Refueling of generators attached or unattached to truck floats is strictly prohibited.

**Section 19-52. – Throws.**

- (a) *Generally.* All organizations are prohibited from throwing any object from the floats other than beads, doubloons, candy, or other traditionally recognized trinkets, provided however that an organization may throw other food items, if approved by the chief of police and/or the sheriff. The quantity and types of throws shall be approved by the Mardi Gras parade safety committee prior to being loaded onto the floats. Packaging for throws shall be limited to sacks, cardboard boxes no larger than 18 inches on all sides, or bags which are assembled or packaged by the manufacturer or distributor of the throws. All other packaging methods are prohibited.
  - (1) Riders or maskers are prohibited from tossing throws or favors to the rear and/or front of their floats or trucks and in the parade formation and disbanding areas.
  - (2) No parade participant shall toss throws which contain sharp points including, but not limited to spears, or plastic, paper or silk flowers with pointed wire stems.
  - (3) No parade participant shall throw, thrust, or otherwise cause to be propelled any object, including throws, beads, or any liquid or other substance or instrumentality, which, by the manner and/or velocity in which it is thrown, could foresee ably produce bodily injury or extreme physical pain.
  - (4) No parade participant other than the members of the organization and its special guest celebrities shall toss or hand out throws during the parade without first obtaining the written permission and approval of throws from that organization.
  - (5) No person marching or riding in a military band or riding in a news media vehicle shall toss, hand out or otherwise distribute doubloons, trinkets or other throws. In addition to any other penalties specified in this article, violation(s) of this subsection shall subject the military band and/or news media vehicle to immediate removal from the parade.
  - (6) No parade participant shall discard any debris, trash or packaging along the parade route.
- (b) *Certain types of throws prohibited.*
  - (1) No parade participant shall pour, toss, hand out or otherwise distribute any alcoholic, noxious or offensive substance.
  - (2) No parade participant shall toss, hand out, or in any manner distribute doubloons, trinkets or other throws which would be redeemable for, or entitle the bearer to discounts of the price for food or merchandise or admission to any event, or items

redeemable for monetary value, or money, currency and coins, or counterfeit money, or items which displays any commercial or political message.

(3) Throws or confetti cannons containing Mylar® are prohibited.

(c) In addition to any penalties specified in this article, a violation of this section shall subject all throws of the offender to immediate seizure for the duration of the parade.

**Section 19-53. – Riders.**

(a) Smoking is prohibited on all floats and trucks while parading in Terrebonne Parish.

(b) Any organization permitting a person under the age of eighteen (18) to participate or ride on the float while parading is prohibited from having any alcoholic beverage on the float or the vehicle pulling the float.

(c) The parade captain from each organization is required to supply the sheriff or chief of police a list of all riders and their positions on their respective floats at least fifteen (15) days prior to the scheduled parade date.

(d) All riders, including, but not limited to, designated kings and queens, shall remain on their designated floats or other transportation during a parade, except in emergencies.

(e) Dukes or maids traveling in a vehicle that is not a float may exit the vehicle when circumstances permit a safe exit. However, the driver of the vehicle shall not stop or delay the parade for the purpose of waiting on the absent maid or duke.

(e) No person shall board a float during a parade, except in emergencies.

**SECTION II**

Sections 19-58, 19-59, and 19-60, shall be and are hereby renumbered and re-designated in their entirety as Sections 19-59, 19-60, and 19-61, respectively.

**SECTION III**

Section 19-58 of the Code of Ordinances of the Terrebonne Parish Consolidated Government shall be and is hereby enacted as follows:

**Section 19-58. – Animals.**

It shall be unlawful for any person to bring any animal, wild animal, or reptile, as defined in Section 5.1 of this Code, within 100 feet of a permitted parade. This Section does not apply to a bona fide service animal as defined by Section 5.1 of this Code and as otherwise defined under state and federal law. Service animals shall be properly restrained as required by Section 5.9 of this Code.

**SECTION IV**

Section 5-1, Definitions, of Article I of Chapter 5 of the Terrebonne Parish Code of Ordinances shall be and is hereby amended by adding the definitions of “reptile” and “service animal” to the alphabetical list of definitions, as follows:

**Section 5-1. - Definitions**

\* \* \*

Reptile means a vertebrate animal of a class that includes snakes, lizards, crocodiles, turtles, and tortoises.

\* \* \*

Service Animal means a dog that is individually trained to do work or perform tasks a person with a disability. Examples of such work or tasks include, but are not limited to, guiding the blind, alerting the deaf, pulling a wheelchair, alerting and protecting people susceptible to seizures, reminding those with mental illnesses to take medications, calming those diagnosed with Post Traumatic Stress Disorder (PTSD), or performing

other like duties. Service animals are working animals, not pets. The work or task a service animal has been trained to provide must be directly related to the person's disability. A dog whose sole function is to provide comfort or emotional support is not a service animal.

\* \* \*

**Section 5-9. – Restraint**

- (a) Each owner and/or attendant shall keep his domestic animal under restraint at all times to prevent the escape from his property or person and shall prevent his animal from threatening, attacking, and/or biting any lawfully acting person or animal.
- (b) When off the property of the owner or attendant, every domestic animal must be securely fastened to a leash, in a pet carrier/cage, or in a vehicle. A Service Animal performing its tasks must be harnessed, leashed, or tethered, unless these devices interfere with the Service Animal's work or the owner's disability prevents them from using these restraint devices. In the event the owner of a Service Animal is not using a restraint device, the owner shall maintain control of the animal through voice, signal, or other effective controls.

\* \* \*

**SECTION V**

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

**SECTION VI**

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D.J. Guidry, S. Troclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 20th day of February 2019.

The Council continued with the regular order of business at this time.

The Chairwoman called for a report on the Public Services Committee meeting held on 2/18/19, whereupon the Committee Chairman rendered the following:

**PUBLIC SERVICES COMMITTEE**

**FEBRUARY 18, 2019**

The Chairman, Dirk J. Guidry, called the Public Services Committee meeting to order at 5:30 p.m. in the Terrebonne Parish Council Meeting Room with an Invocation offered by Committee Member C. Duplantis-Prather and the Pledge of Allegiance led by Committee

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Member A. Marmande. Upon roll call, Committee Members recorded as present were: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel. Committee Member J. Navy was recorded as absent. A quorum was declared present.

Committee Member A. Williams stated that Mr. Ponville is working on the drainage issues at 109 Dupre Lane and Committee Member J. Navy asked that the Public Services Committee hold the matter over until the next set of Committee meetings.

Ms. A. Williams moved, seconded by Ms. C. Duplantis-Prather, "THAT, the Public Services Committee hold Agenda Item No. 1 - Discussion and possible action relative to drainage problems in the vicinity of 109 Dupre Lane until the next set of Committee meetings."

The Chairman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairman declared the motion adopted.

OFFERED BY: MS. A. WILLIAMS

SECONDED BY: MR. S. TROSCLAIR

**RESOLUTION NO. 19-049**

A RESOLUTION AUTHORIZING THE EXECUTION OF THE CHANGE ORDER NO. 3 (BALANCING) TO THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 15-SEW-51, LAFAYETTE STREET AREA SEWER GRAVITY MAIN REPLACEMENT, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, Terrebonne Parish Consolidated Government entered into a contract dated February 16, 2018, with Command Construction, LLC, Recordation Number 1552140, for Parish Project No. 15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement, Terrebonne Parish, Louisiana, and

**WHEREAS**, this change order will balance and adjust the final quantities, as shown on the attached Change Order No. 3 (Balancing), due to the completion of all work, for an increase of \$37,532.49, and will increase the contract time by 30 calendar days, and

**WHEREAS**, this Change Order No. 3 (Balancing) has been recommended by the Engineer, Providence Engineering and Design, LLC, for an increase in the contract amount of \$37,532.49, and an increase of 30 calendar days, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, of Change Order No. 3 (Balancing) to the construction agreement with Command Construction, LLC, for Parish Project No. 15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement, Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution is forwarded to the Engineer, Providence Engineering and Design, LLC.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

OFFERED BY: MR. S. TROSCLAIR

SECONDED BY: MS. A. WILLIAMS

**RESOLUTION NO. 19-050**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY LA CONTRACTING ENTERPRISE, LLC, IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR PARISH PROJECT NO. 16-SEW-13, RENOVATIONS OF AFTON AND ARDOYNE SEWER LIFT STATIONS, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated April 25, 2018, with LA Contracting Enterprise, LLC, Recordation Number 1556950, for Parish Project No. 16-SEW-13, Renovations of Afton and Ardoyne Sewer Lift Stations, Terrebonne Parish, Louisiana, and

**WHEREAS**, the work performed has been inspected by authorized representative of the Owner, Engineer and Contractor, and found to be substantially complete, and

**WHEREAS**, the Engineer for the project, GIS Engineering, LLC, recommends the acceptance of the Substantial Completion.

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1556950 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, GIS Engineering, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of the retainage upon the presentation of a Clear Lien Certificate.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. A. MARMANDE  
SECONDED BY: MS. C. DUPLANTIS-PRATHER

**RESOLUTION NO. 19-051**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY LA CONTRACTING ENTERPRISE, LLC, IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR PARISH PROJECT NO. 15-SEW-47, CARRIAGE COVE SEWER LIFT STATION AND HELENA SEWER LIFT STATION REPLACEMENTS, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated May 17, 2018, with LA Contracting Enterprise, LLC, Recordation Number 1558526, for Parish Project No. 15-SEW-47, Carriage Cove Sewer Lift Station and Helena Sewer Lift Station Replacements, Terrebonne Parish, Louisiana, and

**WHEREAS**, the work performed has been inspected by authorized representative of the Owner, Engineer and Contractor, and found to be substantially complete, and

**WHEREAS**, the Engineer for the project, T. Baker Smith, LLC, recommends the acceptance of the Substantial Completion.

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1558526 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, T. Baker Smith, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of the retainage upon the presentation of a Clear Lien Certificate.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. A. WILLIAMS  
SECONDED: MR. S. DRYDEN

**RESOLUTION NO. 19-052**

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH MILFORD & ASSOCIATES, INC. FOR THE ASHLAND LANDFILL OFFICE/WAREHOUSE RENOVATION PROJECT.

**WHEREAS**, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Milford & Associates, Inc., dated May 17, 2018, entitled “Ashland Landfill Office/Warehouse Renovation”, identified as Parish Project No. 18-LANDFILL-19, and

**WHEREAS**, the Engineering Agreement between OWNER and ENGINEER provided for certain limitations for specific Basic Services, and

**WHEREAS**, the Owner has increased the project to include a bathroom at the residential garbage drop off area and other minor modifications to the maintenance building, and

**WHEREAS**, the increase in the Basic Services was required for Bidding and Contract Administration, and

**WHEREAS**, the firm of Milford & Associates, Inc. has been asked to perform these activities under the Engineering Agreement for this project, and

**WHEREAS**, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

**NOW THEREFORE**, be it understood and agreed by the parties hereto amend the contract as follows:

Section 5, Paragraph 5.1.1, reads as follows:

5.1.1 For Basic Services. Owner shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit “A”, “Further Description of Basic Engineering Services and Related Matters”) as follows:

	<u>SectionDescription</u>	<u>Current Limit</u>	<u>Recommended Increase</u>	<u>New Limit</u>
5.1.1	Basic Services	\$37,800.00	\$14,900.00	\$52,700.00
5.1.2.4	Resident Project Services	\$13,700.00	\$ 6,300.00	\$20,000.00
5.1.5	Combined Limitation of Cost	\$20,200.00	\$ 6,300.00	\$26,500.00

**THEREFORE, BE IT RESOLVED** that the Terrebonne Parish Council of Terrebonne Parish, Louisiana, does hereby authorize the Parish President, Gordon Dove to execute Amendment No. 1 to the Engineering Contract with Milford & Associates, Inc., for Parish Project No. 18-LANDFILL-19; and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, Milford & Associates, Inc.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

OFFERED BY: MR. A. MARMANDE  
SECONDED BY: MS. C. DUPLANTIS-PRATHER

**RESOLUTION NO. 19-053**

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 2 (BALANCING) FOR THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 17-BRG-49, THERIOT BRIDGE REHABILITATION PROJECT, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated October 2, 2018 with Sealevel Construction Inc., for Parish Project No. 17-BRG-49, Theriot Bridge Rehabilitation Project, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to cover costs related to material for bridge counterweights and installation of timber piles, and

**WHEREAS**, additional time of thirteen (13) days are needed for material acquisition, processing, and installation for a total increase of thirteen (13) days in contract time, and

**WHEREAS**, this change order will increase the overall contract price by Fifty Thousand, Eight Hundred Fifty-Seven Dollars and Fifty Cents (\$50,857.50), and

**WHEREAS**, this Change Order No. 2 (Balancing) has been recommended by the Engineer, Huval & Associates, Inc, for this project.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 (Balancing) to the construction agreement with Sealevel Construction Inc. for Parish Project No. 17-BRG-49, Theriot Bridge Rehabilitation Project, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Fifty Thousand, Eight Hundred Fifty-Seven Dollars and Fifty Cents (\$50,857.50) with an increase in construction time of thirteen (13) days, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, Huval & Associates, Inc.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. A.MARMANDE  
SECONDED: MR. S. TROSCLAIR

**RESOLUTION NO. 19-054**

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 18-LANDFILL-19; ASHLAND LANDFILL OFFICE/WAREHOUSE RENOVATION PROJECT, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated January 15, 2019, with TBT Contracting, Inc of LA, for the Ashland Solid Landfill Office/Warehouse Renovation Project, Parish Project No. 18-LANDFILL-19, Terrebonne Parish, Louisiana, and

**WHEREAS**, this change order has been recommended so as to add pay items as described in Change Order No. 1, and

**WHEREAS**, this change order also provides for an increase in contract time of Fifty (74) calendar days, and

**WHEREAS**, this change order will increase the overall contract price by One Hundred Sixty-Four Thousand, Eight Hundred Ninety-Nine Dollars and Eighty-Seven Cents (\$164,899.87), and

**WHEREAS**, this Change Order No. 1 has been recommended by the ENGINEER for this project, Milford & Associates, Inc.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 1 to the construction agreement with TBT Contracting, Inc of LA., increasing the contract time by Fifty (74) calendar days and increasing the contract amount by One Hundred Sixty-Four Thousand, Eight Hundred Ninety-Nine Dollars and Eighty-Seven Cents (\$164,899.87), and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, Milford & Associates, Inc.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. D. W. GUIDRY, SR.  
SECONDED BY: MR. S. DRYDEN

**RESOLUTION NO. 19-055**

RESOLUTION CERTIFYING COMPLIANCE WITH THE PUBLIC BID LAWS

STATE PROJECT NO. 576-55-0015(332)  
PARISH OF TERREBONNE

Terrebonne Parish Consolidated Government

**WHEREAS**, the Terrebonne Parish Consolidated Government (TPCG), has solicited bids for State Project No. 576-55-0015(332) (Forced Drainage 1-1A Project) in accordance with the current bid laws of the state of Louisiana, including, but not limited to R.S. 38:2211, et. seq; and

**WHEREAS**, the Terrebonne Parish Consolidated Government (TPCG), has submitted to DOTD Certification of proof of publication, one (1) copy of the bid proposals and bid bonds as submitted by each of the three (3) lowest bidders, and legible copy of the bid tabulation of all bids received, and certified to be correct by the Engineer and an authorized official of the Sponsor, a copy of the engineer's recommendation, contract documents, Notice of Award of Contract, and a copy of the recordation data in the Clerk of Court's Office.

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council, in Regular Session, assembled on this 20<sup>th</sup> day of February, 2019, does hereby certify the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-056**

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF WORK PERFORMED BY SEALEVEL CONSTRUCTION, INC., IN ACCORDANCE WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR PARISH PROJECT 13-DRA-22, UPPER LITTLE CAILLOU DRAINAGE PUMP STATION (HMGP), TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated September 12, 2017 with Sealevel Construction, Inc., for Parish Project 13-DRA-22, Upper Little Caillou Drainage Pump Station (HMGP), Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1542594 of the records of Terrebonne Parish, and

**WHEREAS**, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be substantially complete, and

**WHEREAS**, the Engineer for this project, Providence Engineering and Design, LLC, recommends the acceptance of the substantial completion,

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1542594 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer Providence Engineering and Design, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. D. W. GUIDRY, SR.

**RESOLUTION NO. 19-057**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.

**WHEREAS**, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant (CDBG) funding as a result of the damage caused by Hurricanes Gustav and Ike; and

**WHEREAS**, Suzie Canal Levee Project is in need of additional funds for additional work needed to complete the project; and

**WHEREAS**, Ward 7 Levee Project constructions bids came in under budget; and

**WHEREAS**, funds from Ward 7 Levee Project will be transferred to cover the shortfall for the Suzie Canal Levee Improvements Project; and

**WHEREAS**, through the proper public approval process the funds can be reallocated from one project to another as reflected in Attachment A; and

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that that the Parish President, Gordon E. Dove, is authorized to sign, submit and implement the recommended amendment to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan regarding the projects in Attachment A.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

ATTACHMENT A

Terrebonne Parish Consolidated Government

CDBG Disaster Recovery Program

Gustav /Ike Disaster Recovery Plan

Proposed Plan Amendment \_ Specific Infrastructure and Housing Projects

Project Number	Title	Category	Status	Original Funding	Increase/ Reduction	Resulting Status	Total Committed
55PARA2102	Ward 7 Levee	Infrastructure	Priority	\$ 21,390,524.89	\$ (17,500.00)	Priority	\$ 21,373,024.89
55PARA3303	Suzie Canal Levee Extension	Infrastructure	Priority	\$ 6,586,440.00	\$ 17,500.00	Priority	\$ 6,603,940.00
				\$27,976,964.89	\$ -		\$27,976,964.89

\* \* \* \* \*

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-058**

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 11 FOR THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 97-PAV-21, STATE PROJECT NO. H.007351, COUNTRY DRIVE WIDENING PHASE A, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract with Huey P. Stockstill, LLC, for Parish Project No. 97-PAV-21, State Project No. H.007351, Country Drive Widening Phase A, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and

**WHEREAS**, TPCG is desirous of constructing the widening of Country Drive, and

**WHEREAS**, it is necessary to correct an error in a previous Change Order, and

**WHEREAS**, this change order will increase the overall contract price by One Thousand, Two Hundred Forty-Three Dollars and Fourteen Cents (\$1,243.14) with no increase in Contract Time, and

**WHEREAS**, this Change Order No. 11 has been recommended by the Engineer, Meyer Engineers, Ltd., for this project.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution of Change Order No. 11 by Terrebonne Parish President Gordon E. Dove for the construction agreement with Huey P. Stockstill, LLC for Parish Project No. 97-PAV-21, State Project No. H.007351, Country Drive Widening Phase A, Terrebonne Parish, Louisiana, for an increase of One Thousand, Two Hundred Forty-Three Dollars and Fourteen Cents (\$1,243.14) with no increase in Contract Time, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, Meyer Engineers, Ltd.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. C. DUPLANTIS-PRATHER  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-059**

A resolution authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 15-SAFE-01, East Side Safe Room, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated February 20, 2018 with Thomassie Construction, INC., Recordation Number 1554297, for Parish Project No.15-SAFE-01, the East Side Safe Room, Terrebonne Parish, Louisiana, and

**WHEREAS**, the Contractor experienced adverse weather in the months of October, November, December, and January, and

**WHEREAS**, the Parish requested additional electrical receptacles, and

**WHEREAS**, there were changes to the size of bathroom tile and canopy light, and

**WHEREAS**, this change order will add sixty-three (63) calendar days to the contract as a result of Change Order No. 2, and

**WHEREAS**, this change order will increase the cost by \$2,695.00, and

**WHEREAS**, this Change Order No. 2 has been recommended by the Architect, Houston J. Lirette, Jr, APAC, for this project.

**NOW, THEREFORE, BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 to the construction agreement with Thomassie Construction, Inc., for Parish Project No. 15-SAFE-01, East Side Safe Room, Terrebonne Parish, Louisiana, for an increase of sixty-three (63) calendar days and a cost increase of two thousand six hundred and ninety-five dollars (\$2,695.00) to the construction contract, and

**BE IT FURTHER RESOLVED**, that a certified copy of the resolution be forwarded to Architect, Houston J. Lirette, Jr., APAC.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. C. DUPLANTIS-PRATHER  
SECONDED BY: MR. S. TROSCLAIR

**RESOLUTION NO. 19-060**

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 (BALANCING) TO THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 15-SEW-47, CARRIAGE COVE SEWER LIFT STATION AND HELENA SEWER LIFT STATION REPLACEMENT, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, Terrebonne Parish Consolidated Government entered into a contract dated May 17, 2018, with LA Contracting Enterprise, LLC, Recordation Number 1558526, for Parish Project No. 15-SEW-47, Carriage Cove Sewer Lift Station and Helena Sewer Lift Station Replacement, Terrebonne Parish, Louisiana, and

**WHEREAS**, this change order is necessary to adjust the final quantities with the installed quantities and include additional work added to the project during construction, as shown on the attached Change Order No. 1 (Balancing), due to the completion of all work, for an increase in the contract amount of \$880.58, and will increase the contract time by 55 calendar days, and

**WHEREAS**, this Change Order No. 1 (Balancing) has been recommended by the Engineer, T. Baker Smith, LLC, for an increase in the contract amount of \$880.58, and an increase of 55 calendar days, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, of Change Order No. 1 (Balancing) to the construction agreement with Command Construction, LLC, for Parish Project No. 15-SEW-47, Carriage Cove Sewer Lift Station and Helena Sewer Lift Station Replacement, Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution is forwarded to the Engineer, T. Baker Smith, LLC.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. A. MARMANDE  
SECONDED BY: MS. C. DUPLANTIS-PRATHER

**RESOLUTION NO. 19-061**

A RESOLUTION AUTHORIZING OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE DIESEL GENERATORS TO BE INSTALLED AT THE HOUMA GENERATING STATION, PROJECT KNOWN AS 17-ELECTGEN-67.

**WHEREAS**, on 22 May 2018, Terrebonne Parish Consolidated Government (TPCG) entered into an agreement with Ronald J. Boudreaux, P.E. for professional engineering service for the electrical and structural slab designs of the diesel generator connection to the Houma Generation Station, which contract is of record with the Terrebonne Parish Clerk of Court at file no. 1559080, and

**WHEREAS**, an amendment has been recommended for additional services rendered under Exhibit "D", State of Louisiana Schedule of Representative Fees for 2018, shall be all inclusive in the Engineering Fee Percentage Curve, and

**WHEREAS**, the Utilities Department has reviewed and recommends Amendment No. 1 to the professional services agreement with Ronald J. Boudreaux, P. E., and

**NOW THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that Amendment No. 1 to the funding of the professional services agreement with Ronald J. Boudreaux, P.E for additional services relative be, and is hereby, authorized.

**BE IT FURTHER RESOLVED**, that the Parish President and all other appropriate parties be, and they are hereby, authorized to execute any and all contract documents associated therewith.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. A. MARMANDE  
SECONDED BY: MR. G. MICHEL

**RESOLUTION NO. 19-062**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND UNITED STATES CONGRESSMAN STEVE SCALISE.

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

**WHEREAS**, Terrebonne Parish Consolidated Government is authorized to lease or rent office space in the Terrebonne Parish Government Tower not currently needed for a public purpose; and

**WHEREAS**, Congressman Scalise is presently seeking to continue renting office space necessary to provide factual information and to facilitate public access to his staff; and

**WHEREAS**, in the spirit of providing Terrebonne Parish residents access to information and their Congressman, Terrebonne Parish Consolidated Government has determined that there is sufficient space located on the seventh floor of the Government Tower, 8026 Main Street, Houma, Louisiana to provide office space for the Parish’s Congressman subject to the terms set out herein; and

**WHEREAS**, the above parties believe that this agreement serves a public purpose whose costs are no gratuitous given the benefits of public access to government officials.

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Public Service Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby submitted to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and the United States Congressman Steve Scalise containing substantially the same terms as those set out in the attached agreement.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy and A. Williams.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

## District Office Lease – Instructions

**NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

**The term for a District Office Lease for the 116th Congress may not commence prior to January 3, 2019.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.**

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2019); and (2) date lease ends (must be on or before January 2, 2021).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 116th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or faxed to 202-225-6999.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 116th Congress)

Pursuant to 2 U.S.C. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_  
Terrebonne Parish Consolidated Government, 8026 Main Street, Houma, LA 70360

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Congressman Steve Scalise, a Member/Member-Elect of the U.S. House of  
(Lessee's name)

Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 240 square feet of office space located at  
8026 Main Street  
(Office street address)  
in the city, state and ZIP code of Houma, LA 70360.  
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities agreed to in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning January 3,  
2019 and ending January 2, 2021. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2021, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be 250, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 116th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 116th Congress)

9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

*[Signature page follows.]*

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 3 of 3 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Terrebonne Parish Consolidated Government

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

By: \_\_\_\_\_

*Lessor Signature*

Name: Gordon E. Dove

Title: Parish President, TPCG

\_\_\_\_\_  
*Date*

**Steve Scalise**

\_\_\_\_\_  
*Print Name of Lessee*

  
\_\_\_\_\_  
*Lessee Signature*

**2/13/2019**

\_\_\_\_\_  
*Date*

*This District Office Lease must be accompanied with an executed District Office Lease Attachment.*

## District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

*U.S. House of Representatives*  
Washington, D.C. 20515

### District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

#### SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Member/Member-elect:**

- The leased space will serve as my flagship (primary) District Office.
- The leased space will NOT serve as my flagship (primary) District Office.

**To be completed by the Lessor:**

- Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):  
(*Items marked with an asterisk and in bold are **required** for ALL district offices for the 116<sup>th</sup> Congress.*)

- \* **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.)**.  
(*Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>. The parties should also directly discuss broadband status.*)

- \* **Interior Wiring CAT 5e or Better within Leased Space**.

- Lockable Space for Networking Equipment.

- Telephone Service Available.

- Parking.     1 Assigned Parking Spaces

- Unassigned Parking Spaces

- General Off-Street Parking on an As-Available Basis

- Utilities. Includes: Electricity/Water

- Janitorial Services. Frequency: nightly

- Trash Removal. Frequency: outside dumpster- weekly

- Carpet Cleaning. Frequency: \_\_\_\_\_

- Window Washing.     Window Treatments.

- Tenant Alterations Included In Rental Rate.

- After Hours Building Access.

- Office Furnishings. Includes: \_\_\_\_\_

- Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No

- Building Manager:     Onsite     On Call    Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.

*U.S. House of Representatives*  
Washington, D.C. 20515

## **District Office Lease Attachment**

(Page 2 of 5 – 116th Congress)

### **SECTION B** **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*U.S. House of Representatives*  
Washington, D.C. 20515

## **District Office Lease Attachment**

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).

*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**  
(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.*


*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<hr/> <i>Print Name of Lessor/Landlord</i>	<b>Steve Scalise</b> <hr/> <i>Print Name of Lessee</i>
By: <hr/> <i>Lessor Signature</i> Name: Title:	 <hr/> <i>Lessee Signature</i>
<hr/> <i>Date</i>	<b>2/13/2019</b> <hr/> <i>Date</i>

From the Member's Office, who is the point of contact for questions?  
Name ramona williams Phone (504) 837 1289 E-mail ramona.williams@mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

<b>U.S. House of Representatives</b>			
<b>Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form</b>			
<b>INSTRUCTIONS</b>			
Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.			
<b>RETURN FORM TO:</b>		<b>vendorEFT@mail.house.gov</b>	<b>FAX NUMBER: (202) 225-6914</b>
<b>SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION</b>			
ADDRESS		US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515	
AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE	4832 TELEPHONE NUMBER (202) 226-2277
<b>SECTION II PAYEE/COMPANY INFORMATION</b>			
NAME AS SHOWN ON YOUR INCOME TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN	
ADDRESS/CITY/STATE/ZIP		Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) [ ][ ]-[ ][ ]-[ ][ ][ ][ ] or [ ][ ]-[ ][ ][ ][ ][ ][ ][ ][ ]	
CONTACT PERSON NAME		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP	
EMAIL		PO EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			
CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)		Exemptions (codes apply only to certain entities, not individuals):	
<input type="checkbox"/> Individual/Sole Proprietor or Single Member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate		Exempt payee code (if any) _____	
Limited Liability Company. Check the tax classification: <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership Note: For single-member LLC that is disregarded, check the appropriate box for the tax classification of the single-member owner.		Exemption from FATCA reporting code (if any) _____	
Government Entity. Check the tax classification: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local		(Applies to accounts maintained outside the U.S.)	
<input type="checkbox"/> Other _____			
<b>SECTION III FINANCIAL INSTITUTION INFORMATION (U.S.)</b>			
BANK NAME		TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER			
DEPOSITOR ACCOUNT TITLE			
DEPOSITOR ACCOUNT NUMBER		LOCKBOX NUMBER	
TYPE OF ACCOUNT <input type="radio"/> CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOCKBOX			
<b>SECTION IV SOCIO-ECONOMIC INFORMATION</b>			
Type of Business <input type="radio"/> Large Business-No Socio-Economic Designations <input type="radio"/> Minority <input type="radio"/> SmBusiness <input type="radio"/> Sm-Disadv/Minority <input type="radio"/> Sm-Disadv Only <input type="radio"/> SmMin Only			
Sm-Disadvantaged Business Prog <input type="radio"/> B (a) Firm <input type="radio"/> HUBZone Program <input type="radio"/> HUBZone Eligible <input type="radio"/> Emerging Small Business <input type="radio"/> Women-Owned Business			
Other Preference Programs <input type="radio"/> Buy Indian <input type="radio"/> Directed to JWOD Non-Profit <input type="radio"/> No Preference/Not Listed <input type="radio"/> Small Business Set-Aside <input type="radio"/> Very Small Business Set-Aside			
Veteran Owned Status <input type="radio"/> Non-Vet Owned SmBus <input type="radio"/> Other Vet Owned SmBus <input type="radio"/> Serv-Disabled Vet Other Bus <input type="radio"/> Serv-Disabled Vet Owned SB <input type="radio"/> Vet-Owned Other Bus			
Size of Business: <input type="radio"/> (A) 50 or less <input type="radio"/> (B) 51-100 <input type="radio"/> (C) 101-250 <input type="radio"/> (D) 251-500 <input type="radio"/> (E) 501-750 <input type="radio"/> (F) 751-1,000 <input type="radio"/> (G) Over 1,000 <input type="radio"/> (M) 1 million or less <input type="radio"/> (N) 1.1-2 million <input type="radio"/> (P) 2.1-3.5 million <input type="radio"/> (R) 3.1-5 million <input type="radio"/> (S) 5.1-10 million <input type="radio"/> (T) 10.1-17 million <input type="radio"/> (Z) Over 17 million			
<b>SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY</b>			
NAME		TITLE/POSITION	
SIGNATURE	DATE	TELE	

**Instructions for Completing  
 U.S. House of Representatives  
 Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

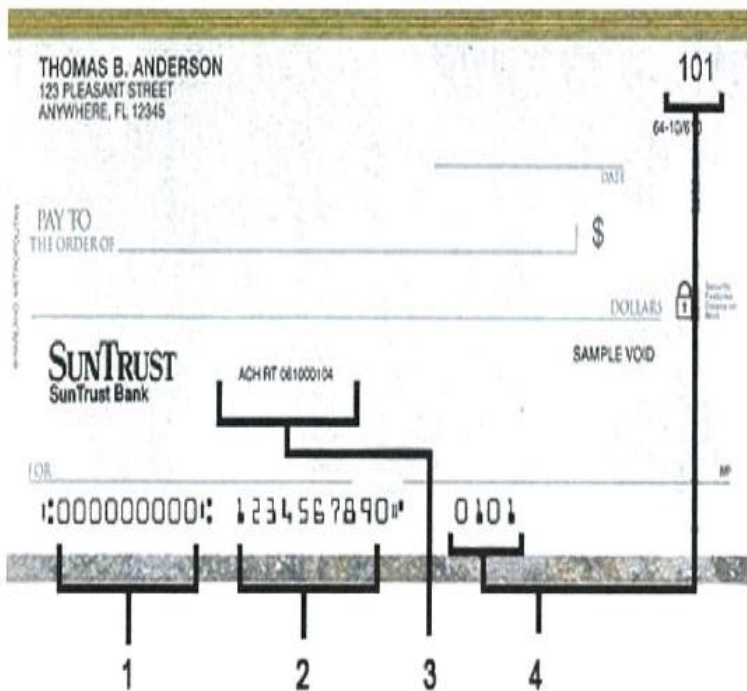
**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

**ACH Account Information Located on a Check or Deposit Ticket**

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; found on the bottom of a check or deposit ticket or from your Financial Institution
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Terrebonne Parish Consolidated Government**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **government**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) **3**  
Exemption from FATCA reporting code (if any) **C**  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**8026 Main Street, Suite 300**

**6** City, state, and ZIP code  
**Houma, LA 70360**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN, later*.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

7	2	-	6	0	0	1	3	9	0
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *Kayla Dupro*    Date ▶ *1-2-19*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

R-1056 (10/07)



PLEASE PRINT OR TYPE.

Political Subdivision Terrebonne Parish Consolidated Government		Louisiana Dept. of Revenue Registration No. (if applicable)	
Address 8026 Main Street, Suite 300			
City Houma	State LA	ZIP 70360	

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- State agency, board or commission
- Municipal government or instrumentality thereof
- Public Charter School (R.S. 17:3971-4001)
- Hospital service district
- Public housing authority
- Parish government or instrumentality thereof
- Parish school board or public school
- Law enforcement district
- Waterworks district
- Parish and municipal libraries
- Other \_\_\_\_\_

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

Signature of Authorized Agent	
Authorized Agent Kayla Dupre	Title Comptroller
Signature X <i>Kayla Dupre</i>	Date (mm/dd/yyyy) 01/02/2019

\*\*\*\*\*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. A. WILLIAMS  
SECONDED BY: MR. S. DRYDEN

**RESOLUTION NO. 19-063**

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 2 FOR THE CONSTRUCTION AGREEMENT FOR PARISH PROJECT NO. 16-DRA-26, CHACAHOULA/GIBSON DRAINAGE PROJECT, TERREBONNE PARISH, LOUISIANA.

**WHEREAS**, the Terrebonne Parish Consolidated Government awarded the construction of Parish Project No. 16-DRA-26, Chacahoula/Gibson Drainage Project to M.R. Pittman Group, LLC, Terrebonne Parish, Louisiana, and

**WHEREAS**, the Parish is desirous of completing the construction of the Chacahoula/Gibson Drainage Project, and

**WHEREAS**, the Contractor was directed to furnish (2) 2,000 kW generator sets to power the pump station during power outages, and

**WHEREAS**, this change order will add seventy-two (72) calendar days to the contract as a result of Change Order No. 2, and

**WHEREAS**, this change order will increase the overall contract price by Nine Hundred Ninety-Six Thousand, Seven Hundred Eighty-One Dollars (\$996,781.00), and

**WHEREAS**, this change order is contingent upon a budget amendment, and

**WHEREAS**, Change Order No. 2 had been recommended by the Engineer, GIS Engineering, LLC, for this project.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 to the construction agreement with M.R. Pittman Group, LLC for Parish Project No. 16-DRA-26, Chacahoula/Gibson Drainage Project, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Nine Hundred Ninety-Six Thousand, Seven Hundred Eighty-One Dollars (\$996,781.00) and seventy-two (72) calendar days to the contract; and contingent upon a budget amendment, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, GIS Engineering, LLC.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

\* \* \* \* \*

Mr. A. Marmande moved, seconded by Mr. S. Trosclair, "THAT, there being no further business to come before the Public Services Committee, the meeting be adjourned."

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

The Chairman called for the vote on the motion offered by Mr. A. Marmande.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairman declared the motion adopted and the meeting was adjourned at 5:35 p.m.

Dirk J. Guidry, Chairman

Tammy E. Triggs, Minute Clerk

Mr. D. J. Guidry moved, seconded by Mr. G. Michel, "THAT the Council accept and ratify the minutes of the Public Services Committee meeting held on 2/18/19."

The Chairwoman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

The Chairwoman called for a report on the Community Development and Planning Committee meeting held on 2/18/19, whereupon the Committee Chairman, noting that ratification of minutes calls public hearings on 3/13/19 at 6:30 p.m. and on 3/27/19 at 6:30 p.m., rendered the following:

**COMMUNITY DEVELOPMENT & PLANNING COMMITTEE**

**FEBRUARY 18, 2019**

The Chairman, Steve Trosclair, called the Community Development & Planning Committee meeting to order at 5:36 p.m. in the Terrebonne Parish Council Meeting Room with an Invocation offered by Committee Member D. W. Guidry, Sr. and the Pledge of Allegiance led by Committee Member D. J. Guidry. Upon roll call, Committee Members recorded as present were: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel. Committee Member J. Navy was recorded as absent. A quorum was declared present.

Ms. A. Williams moved, seconded by Ms. C. Duplantis-Prather, "THAT, the Community Development and Planning Committee introduce an ordinance to amend Section 21-87 of the Terrebonne Parish Code of Ordinances to increase the number of Board Members of the Terrebonne Parish Recreation District No. 3A Board from 5 to 7; to provide for related matters and call a public hearing on March 13, 2019 at 6:30 p.m."

Committee Member A. Williams explained that Committee Member J. Navy is introducing the aforementioned ordinance because there is "no" representation for the Village East area on the Recreation District No. 3A Board; stating that this proposed ordinance would allow individuals from that area to apply to have a "seat" on the board.

The Chairman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

The Chairman declared the motion adopted.

Mr. G. Michel moved, seconded by Mr. D. J. Guidry, "THAT, the Community Development and Planning Committee introduce an ordinance that will amend Article VI, Communications Towers, of Chapter 6, of the Terrebonne Parish Code of Ordinances, to move and re-designate Sections 6-175 through 6-179 of the Code to Sections 6-181 through 6-185; to enact Sections 6-175 through 6-180 of the Code and Appendix B to Chapter 6 of the Code to provide for the regulation and permitting of the construction, installation, modification and removal of small wireless facilities within the Right-of-Way use for small wireless facilities; to provide for related matters and call a public hearing on March 27, 2019 at 6:30 p.m."

The Chairman called for the vote on the motion offered by Mr. G. Michel.

**THERE WAS RECORDED:**

**YEAS:** S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

**NAYS:** None.

**ABSENT:** J. Navy.

The Chairman declared the motion adopted.

**OFFERED BY:** MS. A. WILLIAMS

**SECONDED BY:** MR. D. W. GUIDRY, SR.

**RESOLUTION NO. 19-064**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT WITH THE LOUISIANA HOUSING CORPORATION FOR GRANT PERIOD 10/1/2018-9/30/2020.

**WHEREAS**, the agreement amount of \$1,011,814.59, is available to the Terrebonne Parish Consolidated Government for the contract period beginning October 1, 2018 through September 30, 2020.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the LIHEAP Agreement; and

**NOW, THEREFORE BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to execute any and all grant agreements, certifications, amendments, modifications, and all documents necessary between Terrebonne Parish Consolidated Government and the Louisiana Housing Corporation associated with this agreement.

**THERE WAS RECORDED:**

**YEAS:** S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

**NAYS:** None.

**ABSTAINING:** None.

**ABSENT:** J. Navy.

The Chairman declared the resolution adopted on this the 18th day of February 2019.

JOHN BEL EDWARDS  
Governor



EDSELLE KEITH CUNNINGHAM, JR.  
Executive Director

## *Louisiana Housing Corporation*

January 25, 2019

RECEIVED

FEB 04 2019

Ms. Melanie Van Buren, Exec. Director, LIHEAP  
Terrebonne Parish Consolidated Government  
809 Barrow Street  
Houma, LA 70306

Department of Housing  
& Human Services

**Re: Low Income Home Energy Assistance Program (LIHEAP) Agreement  
Grant Period 10/1/2018 – 9/30/2020**

Dear Ms. Van Buren:

In October 2018, the Office of Community Services (OCS), Division of Energy Assistance (DEA) announced the release of approximately \$3.65 billion of Federal Fiscal Year (FY) 2018 regular block grant funding to the states for the Low Income Home Energy Assistance Program (LIHEAP). Louisiana is slated to receive an allocation of \$50,898,734. This award represents 99% of the funding available for the 2019 LIHEAP Fiscal Year.

Attached are two originals of the LIHEAP Agreement between the Louisiana Housing Corporation ("LHC") and your agency. To expedite the process, these originals have already been signed by the LHC Executive Director. Upon receipt, your agency's duly authorized representative must sign and date the original Agreements and return one fully executed original to LHC.

You must also attach current evidence of the authorization to enter into this Agreement through a resolution from your agency's governing body, and any other updated documents/forms (i.e. SF1199-Direct Deposit Sign-Up, Certification of Insurance, list of Board Members, By-laws, Resolutions, Financial Audit/Engagement Letter, Subcontract Agreements).

Please note that your agency's current Cost Allocation Plan showing LIHEAP responsibility is **required** before any requests for administrative, program support, or client education funds may be submitted. LHC will be providing a webinar in the very near future to demonstrate how to input and request administrative, program support, and client education funds in the new HES system. Client Assistance funds (service funds) will only appear in the current HES system.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

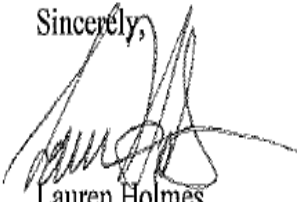
We encourage you to carefully review the terms of this Agreement. Once you have returned the executed Agreements to LHC and all FY 2018 DHHS allocations have been expended, the allocated funds can be accessed in the Hancock Energy Software (HES) and service delivery may begin. LHC will not notify you when Agreements are received; however, please know that LHC cannot pay an invoice unless LHC is in receipt of the executed agreements and all FY 2018 DHHS allocations have been expended.

**Please note the Performance-Based Requirements in Section IX of the Agreement. Performance benchmarks must be met to ensure future funds continue to be awarded.**

In order to comply with the primary requirements of the LIHEAP grant, please be advised that the 2019 State Plan and the LIHEAP Program Service Delivery Guide are available on the LHC website, [www.lhc.la.gov](http://www.lhc.la.gov). We will periodically send out program guidance regarding general administrative and programmatic management.

Should you have any questions or need assistance from our office, please contact your Energy Assistance liaison. We appreciate your assistance in delivering services to the many eligible LIHEAP households.

Sincerely,



Lauren Holmes  
Housing Deputy Administrator

Enclosures:

FY 2019 LIHEAP Agreement

**LOUISIANA HOUSING CORPORATION  
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT  
with  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**THIS AGREEMENT** (the "Agreement") is entered into between the LOUISIANA HOUSING CORPORATION (the "Corporation" or "LHC"), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the Terrebonne Parish Consolidated Government ("Contractor") with its principal place of business at 809 Barrow Street, Houma, LA 70306.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Corporation and the Contractor agree as follows:

**I. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS**

**A. Scope of Work**

1. Contractor shall be responsible for the implementation of the provision of Low-Income Home Energy Assistance Program ("LIHEAP") assistance to eligible participants residing in the State of Louisiana, pursuant to Title 42 of the United States Code (USC) Section 8621 *et seq.* (the Low-Income Home Energy Assistance Act of 1981, as amended) and the LHC Act.
2. The Contractor shall perform all obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in accordance with sound management practices, federal statutes, LHC regulations and requirements and this Agreement.
3. Unless otherwise specified in the LHC's LIHEAP State Plan or elsewhere in this Agreement, Contractor shall ensure that services and activities are made available to the low-income community throughout the State of Louisiana throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. §8624, *et seq.*
4. In accordance with **Attachment A (Allocation Charts)**, attached hereto and incorporated herein by reference, the following services shall be provided by the Contractor under this Agreement as allocated in said attachment during Heating, Cooling, and Crisis Assistance Periods: conducting outreach activities, intake of applications, determining eligibility for crisis and/or non-crisis services, providing active energy conservation education where indicated in the LIHEAP Service Delivery Guide and adhering to performance and reporting requirements.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

- B. When applicable, Contractor shall provide copies of any sub-contracts to the LHC within thirty (30) days of execution of subcontractor agreement. Each contract should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractor activity to be performed under the contract.
- C. **Provision for Program Requirements.** LHC shall provide Contractor with specific program requirements which shall be binding upon the Contractor as a condition of the Contractor's participation in the LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:
1. That such additional requirement shall be issued by LHC in writing in the form of "Notice LHP-XXXX-XX";
  2. That such additional requirements shall be issued by LHC in the most timely and expeditious manner practicable;
  3. That such additional requirements shall be reasonably necessary to realize the purposes of the LIHEAP;
  4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or LHC's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or LHC shall be subject to an amendment to this Agreement;
  5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in paragraph D above, in a reasonable period of time, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
  6. That upon LHC's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment as contemplated in paragraph 4 above cannot be reached, then this Agreement shall be "closed out" and the funds disposed in accordance with the established LHC procedure and policy and as required under federal and state law.
- D. **Compliance.** All services and activities contemplated under this Agreement are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:
1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §8621 *et seq.*, and 45 Code of Federal Regulations ("CFR") Part 96;
  2. Louisiana Revised Statute 40:600.86, *et seq.*; and
  3. Single Audit Act, 31 U.S.C. §7301, *et seq.*, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.

- E. **Requirements, Standards and Guidelines.** Contractor agrees to apply all of the requirements, standards, and guidelines contained the OMB Uniform Administrative Cost Principles and Audit Requirements, found at 42 CFR Part 75, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in such authority that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation, or any specific provision of this Agreement, then that law or regulation or provision shall apply instead. The above-referenced authority is incorporated herein to this Agreement by reference.
- F. **Catalog of Federal Domestic Assistance Number.** This award is made available through the United States Department of Health and Human Services ("DHHS") Low-Income Home Energy Assistance Program. The Catalog of Federal Domestic Assistance Number for LIHEAP is 93.568.

## II. BUDGET DETAIL AND PAYMENT PROVISIONS

### A. LHC Budget Contingency

1. It is mutually agreed that if the LIHEAP State Plan of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LHC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the LIHEAP State Plan for purposes of this program, the LHC shall have the option to either cancel this Agreement with no liability occurring to the LHC, or offer an agreement amendment to Contractor to reflect the reduced amount.

### B. Federal Budget Contingency

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the LHC by the United States Government for each fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

4. The LHC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
  5. The LHC shall authorize expenditures of funds under this Agreement based on the approved LIHEAP State Plan.
  6. The LHC shall authorize expenditures of funds based on the yearly submission and approval of a cost allocation plan.
  7. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any decrease or increase in funds.
- C. **Budget Guidelines.** Upon execution of this Agreement, Contractor shall submit cost allocation plans, including an annual DHHS/LIHEAP Budget and a DHHS/WAP budget based on the Maximum Amount of this Agreement and in accordance with other applicable provisions of this Agreement.
- D. **Allowable Costs**
1. *Administrative Costs*
    - a. General. Administrative costs shall not exceed seven (7%) of the total LIHEAP grant award.
    - b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
    - c. Both local governments and private, nonprofit corporations shall use the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, as a guide for determining administrative costs.
    - d. Assurance 16 Costs. Administrative costs for Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan. Administrative costs for Assurance 16 activities must be counted toward the ten percent (10%) administrative limit allowed on federal programs. The Grantee may use these funds for planning and administering the Low Income Home Energy Assistance Program (LIHEAP).
  2. *Program Support Costs*
    - a. General. Program Support costs are actual costs that are non-administrative in nature and that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by LHC for the purpose of delivering services.

Page 4 of 36

Louisiana Housing Corporation  
Low Income Home Energy Assistance Program Agreement  
Terrebonne Parish Consolidated Government

- b. Program Support Costs shall mean actual, direct costs of providing program services which are not strictly associated with intake and eligibility determination, such as salaries and benefits for staff providing direct program services and the direct costs associated with providing the services, costs associated with program outreach, screening and assessments, referrals to other agencies, case work in response to a household's energy emergency, and like services that are non-administrative in nature but are for activities directly related to outreach, information resource and referral, case management and crisis services necessary to deliver services of the grant program.

**3. Assurance 16 Costs**

- a. General. Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the LHC for the purpose of delivering services..
- b. Assurance 16 costs shall mean costs associated with activities which support providing direct services to the eligible participant including such items as client education, energy conservation activities and education, needs assessments, budget counseling, assistance with energy vendors, and reporting regarding such activities.

**E. Reimbursement Guidelines**

1. *Claims for Reimbursement.* Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

**F. Reporting Requirements**

1. *Federal Funding Accountability and Transparency Act Reporting ("FFATA").* LHC may issue guidance and/or amendments to this Agreement, establishing additional reporting requirements as may be necessary to ensure compliance with the Federal Funding Accountability and Transparency Act ("FFATA") or other federal and state regulations, as applicable.
2. *Weekly/Monthly/Quarterly Reports*
  - a. Contractor shall submit expenditures and activities by entry into the web-based, Hancock Energy Software System (HES). Weekly reports shall be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of expenditures in the preceding period. Contractor shall submit a signed copy of the report to LHC via electronic mail for review and processing.
  - b. Contractor shall produce and make available all records necessary for adequate verification of expenditures and activities submitted at the request of LHC.

- c. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
  - d. Weekly reports should be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of the expenditures in the preceding period.
  - e. LHC shall disburse administrative fees to the statewide contractors within ten (10) business days after receipt of an accurate, signed report.
  - f. LHC will make payments directly to the vendors who have submitted the W-9 form and have a signed Vendor Agreement with LHC via electronic transfer or paper check, based on the process the vendor has elected.
  - g. LHC will make payment to the Contractor on behalf of the vendor for those who have not submitted the W-9 form and a signed Vendor Agreement to LHC. The Contractor will be responsible for paying the vendors directly.
  - h. LHC shall conduct a quarterly reconciliation of funds, expenditures and statistics to verify the grant awards have been used appropriately, as intended.
3. *LHC Review.* LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.
4. *Refunds.* Any refund checks collected shall be returned to LHC by the 10<sup>th</sup> day of the subsequent month. Contractor shall identify the customer's name, address, and benefit amount returned. Refund information shall be submitted on the Vendor Refund Report (attached to this Agreement as **Attachment B**).
5. *Close-out Report.* Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative, Program Support, and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative, program support, and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after expiration of this Agreement. The final close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as **Attachment C**), signed by the authorized representative of the Contractor. The Contractor's obligations to LHC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of LHC. Such requirements shall include without limitation, submitting final report to LHC and providing any closeout related information requested by LHC by the deadlines specified by LHC. This provision shall survive the expiration or termination of this Agreement.

**III. ASSURANCE 16 ACTIVITY GUIDELINES**

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, outreach, energy efficiency education materials, referrals to the Weatherization Assistance Program, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

**A. Client Education/Budget Counseling.** Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:

1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

**B. Coordination.** Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

**C. Assurance 16 Proposal**

1. Contractor shall submit an annual Assurance 16 proposal to LHC by a date as determined by LHC. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.
2. LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.



3. LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

**IV. SPECIAL TERMS AND CONDITIONS**

**A. Conflict of Interest**

1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
2. Contractor shall establish safeguards to prohibit its employees, officers, and any and all subgrantee's/subcontractor's employees and officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Such safeguards shall be provided to the LHC within three months of instituting this contract, and such safeguards shall be consistent with 45 CFR. § 74.42 and 92.36. Pursuant to 45 CFR §74.42 and 92.36, Contractor shall ensure that subgrantees and subcontractors do not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless LHC has provided prior written approval of: (a) Contractor's conflict of interest policies and procedures, or (b) any individual service or activity that presents an actual or perceived conflict including, but not limited to:
  - a. Providing program services to Contractor's or subgrantee's/subcontractor's employees, officers, or other persons or entities with whom Contractor's employees or officers have family, business, or other ties; and
  - b. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor's, subgrantee's or subcontractor's employees or officers.
4. To obtain prior written approval by LHC, Contractor must demonstrate that it will:
  - a. Follow all regular eligibility and prioritization requirements of the federal and state LIHEAP programs, as applicable to each service or activity;
  - b. Comply with all eligibility requirements of the LIHEAP program and this Agreement;
  - c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

**B. Codes of Conduct**

1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
2. Contractor shall not pay federal funds received from LHC to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

**C. Board Roster, Bylaws, Resolution, and Minutes**

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.
4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.

- D. Auditing Standards.** Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75).

E. Audit Reports.

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2007 Revision, as amended."
2. If Contractor expends \$750,000 or more in federal funds annually, Contractor is required to obtain a single or program-specific audit. Contractor shall inform the Corporation within thirty (30) days after the end of Contractor's first fiscal year whether or not a single audit is to be performed. If a single audit is expected, then the Contractor shall send the Corporation a copy of the engagement letter. The audit shall be conducted in accordance with generally accepted auditing standards contained in the Governmental Auditing Standards-Standard for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the United States General Accounting Office, Single Audit Amendments of 1996 (Public Law 104-156), the provisions as specified in OMB Circular A-133 revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations, and any other applicable State and/or Federal regulations. All reports and engagement letters are to be forwarded to the Louisiana Housing Corporation.
3. If the cost of the audit is to be recovered through this Agreement, the audit engagement letter prepared by the Certified Public Accountant performing the audit shall include a budget showing the portion of cost allocated to each program/contract.
4. If Contractor expends less than \$750,000 per year in federal funds, Contractor shall follow the compliance/attestation guidance offered in the Louisiana Governmental Audit Guide (revised January 22, 2015) pertaining to quasi-public entities, as prepared by the Louisiana Society of Certified Public Accountants to complete the audit.
5. Contractors shall submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within ninety (90) days of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.

6. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

7. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, was conducted. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, at a minimum:
  - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - b. Withholding or disallowing overhead costs;
  - c. Suspending federal awards until the audit is conducted; or
  - d. Terminating the federal award.

**V. SUBCONTRACTS**

All subcontracts entered into to perform the direct services covered under this Agreement shall comply with all terms, conditions, assurances, and certifications of this Agreement and requirements as provided for and described in the State Plan. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subgrantee and/or subcontractor agreements shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services.

- A. Contractor shall provide copies of all contracts to the LHC within thirty (30) days of execution of each subgrantee and/or subcontractor agreement. The agreement should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subgrantee and/or subcontractor activity to be performed under the Agreement.

This written notification shall also include a certification that to the best of Contractor's knowledge, the subgrantee or subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. For purposes of this certification of subgrantee's/subcontractor's eligibility, Contractor may rely on information provided via the System for Award Management (SAM), available at <https://www.sam.gov>.

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on SAM.gov as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subgrantee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure

adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subgrantee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75

- D. Contractor shall immediately notify subgrantee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subgrantees/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subgrantees/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee/subcontractor.

## VI. INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### A. Minimum Scope and Limits of Insurance

- 1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- 2. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence

coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability.** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Errors and Omissions.** Errors and Omissions insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.
5. **Cyber Liability.** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000.

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**
  - a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.
  - b. The Contractor's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.
2. **Workers Compensation and Employers Liability Coverage.** To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Corporation.

3. **Cyber Liability.** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the state's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

4. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Corporation of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder shall be listed as follows:

State of Louisiana, Louisiana Housing Corporation,  
Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive, Baton Rouge, LA 70808

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

- F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.

- G. Workers Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana nor the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.



**VII. COMPLIANCE MONITORING**

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, LHC is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. Contractor shall conduct onsite monitoring of subcontractors and provide to LHC a copy of the written monitoring report and follow-up correspondence to any findings.
- D. Contractor shall notify the LHC when a subcontractor is non-responsive and does not comply or respond to a finding within the time frame identified in the monitoring report. Contractor must make a recommendation to the LHC of any action that should be taken against the subcontractor.
- E. LHC is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and state LIHEAP programs.
- F. LHC shall provide Contractor reasonable advance notice in writing of onsite monitoring reviews of Contractor's program or fiscal performance.
- G. Contractor shall cooperate with LHC program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- H. In the event that LHC determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, LHC shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

**VIII. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT**

**A. Determination and Notice**

- 1. If LHC determines that Contractor has not complied with the requirements of this Agreement, LHC shall provide Contractor with written notice setting forth:
  - a. The factual and legal basis for the determination of noncompliance; and
  - b. The corrective action(s) required and the date by which they must be taken.

2. If LHC determines that Contractor's noncompliance constitutes a material breach of this Agreement, and that immediate action is required, LHC may initiate an enforcement action in accordance with the provisions in this section and applicable state and federal law.
- B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable state and federal law, which act or omission:
1. Constitutes fraud or gross negligence by Contractor or its agent(s);
  2. Results in or is likely to result in significant waste and/or abuse of federal funds;
  3. Has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
  4. Violates or otherwise disregards program guidance and other requirements of the federal government, whether issued directly or through LHC;
  5. May have serious adverse effects and consequences on the Contractor's customers, employees, subgrantees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
  6. May otherwise significantly and/or adversely affect the viability, effectiveness, or integrity of the program.
- C. For purposes of this section, "enforcement action" means the imposition of any of the following:
1. Special conditions and/or sanctions;
  2. "High risk" designation;
  3. Contract suspension;
  4. Contract termination; or
  5. Termination of service provider designation.
- D. **Special Conditions and Sanctions**
1. In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, LHC may impose special conditions, sanctions, and/or other special requirements with respect to Contractor's performance. LHC may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.

2. Special Conditions may include, but are not limited to:
  - a. Obtaining training and/or technical assistance;
  - b. The imposition of special or additional reporting requirements;
  - c. The provision of documentation; and/or
  - d. The requirement to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
  - a. The suspension of advances and/or reimbursements; and/or
  - b. The issuance of stop work orders.
4. The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
  - a. If Contractor elects to contest the action, Contractor shall have two (2) working days following receipt of notice to show cause why the sanction should not be enforced.
  - b. LHC shall have two (2) working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decisions and Contractor's obligations going forward, if any.
5. Contractor may, at any time, request in writing that LHC initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process.
6. Should Contractor fail to submit in writing to show cause or fail to request that LHC initiates either the contract suspension or termination processes, LHC may initiate such action upon its own motion.
7. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

**IX. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS**

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the LIHEAP allocations by the end of the program year. Achievement of the following expenditure percentages shall occur as follows:
  - 1. Fifty percent (50%) by June 30<sup>th</sup> of the first program year.
  - 2. Ninety percent (90%) by September 30<sup>th</sup> of the first program year.
  - 3. One hundred percent (100%) by June 30<sup>th</sup> of the second program year..
- B. LHC shall review Contractor's achievement of goals each month.
- C. At the conclusion of the fifty percent (50%) performance benchmark LHC shall review Contractor's achievement of goals, and if they are not being achieved, LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an alternate plan for expenditure within thirty (30) calendar days.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the first program year reporting period, the Contractor has not achieved ninety percent (90%) of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to assess and provide a realistic capacity for the Contractor to expend the remaining funds by June 30<sup>th</sup> of the second program year. A determination may be made by LHC as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the LHC will recapture such funds by June 30<sup>th</sup> of the second program year and redistribute such funds to an eligible performing Contractor within the general geographic region in which those funds were originally allocated in accordance with the LHC Plan. The LHC reserves the right to redistribute funds to a performing Contractor within the LHC if it becomes necessary.

**X. ADDITIONAL PROVISIONS**

**A. Provisions for Federally Funded Grants**

- 1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
- 2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S.

Page 19 of 36

Louisiana Housing Corporation  
Low Income Home Energy Assistance Program Agreement  
Terrebonne Parish Consolidated Government

citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.

3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement. ("FFATA")* Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. FFATA reporting requirements will apply to any funding awarded by LHC under this Agreement in the amount for \$25,000 or greater. The Contractor, as a sub-recipient, must provide any information needed pursuant to these requirements.
5. *Data Universal Numbering System (DUNS) number.* Pursuant to 2 CFR, Part 25, FFATA reporting requirements and in order to receive funding under this Agreement, the Contractor agrees to provide LHC with a valid Dun and Bradstreet ("D&B") Data Universal Numbering Systems ("DUNS") number that identifies the Contractor. Accordingly, the Contractor agrees to register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement, if it does not currently have a DUNS number.
6. *System for Award Management (SAM).* The Contractor agrees to register in the System for Award Management ("SAM") which is the primary registrant database for the U.S. Federal Government. The Contractor further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM throughout the Term of this Agreements Information regarding the process to register in SAM can be obtained at <https://www.sam.gov>.
7. *Executive Compensation* – The Contractor shall report the names and total compensation of the five (5) most highly compensated officers if the Contractor in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. However, if the Contractor certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange

Commission, this date is not required to be submitted into the SAM under FFATA. However, the Contractor will still be required to register and submit the other data requested.

**B. Federal Certification Regarding Debarment, Suspension, and Related Matters.** Contractor hereby certifies to the best of its knowledge that it nor any of its officers, or any subgrantees and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Agreement. Based on the description, LHC in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and LHC may terminate this Agreement for cause immediately pursuant to the termination provisions of state and federal law governing the Low-Income Home Energy Assistance Program.

**C. Procurement**

**1. Contract Administration.**

- a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (42 CFR Part 75) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subgrantee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

**D. Affirmative Action Compliance**

1. Each Contractor, subgrantee or subcontractor with fifty (50) or more employees and an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
2. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60.2.32, Section 60-250.1 through 60-250.33, and Sections 60-741.4 through 60.741.32.
3. Each Contractor, subgrantee or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subgrantees and subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

**E. Nondiscrimination Compliance**

1. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
2. Contractor hereby certifies compliance with the following:
  - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.

- c. Rehabilitation Act of 1973, as amended.
- d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- f. Public Law 101-336, Americans with Disabilities Act of 1990.

**F. Specific Assurances**

1. *Public Law 103-227, Part C.* Also known as the Pro-Children Act of 1994, Public Law 103-227 requires that smoking not be permitted in any portion of an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient expressly agrees that it will comply with Public Law 103-227, Part C, and further understands that its failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. Contractor further agrees that the language of the preceding sentence will be included in any subcontracts that contain provisions for children's services and that all subgrantees and subcontractors shall certify compliance accordingly.
2. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
3. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes.
4. *Policies on Limited English Proficient Persons.* Subrecipient must have written policies that are consistent with the EO 13166.
5. *Drug-Free Workplace.* Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182, and the applicable regulations set forth in 10 C.F.R. Part 607, which require all programs and activities receiving federal assistance to maintain a drug-free workplace.
6. *Political Activities*
  - a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.



- b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

**7. Lobbying Activities**

- a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- b. If Contractor engages in lobbying activities, Contractor shall complete, sign, and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

**G. Right to Monitor, Audit and Investigate**

1. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the Legislative Auditor, LHC staff, and any entity selected by LHC to perform inspections, shall have the right to monitor and audit Contractor and all subgrantees and/or subcontractors providing services under this Agreement through onsite inspections, audits, and other applicable means the LHC determines necessary.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the LHC, or any of their duly authorized representatives, including representatives of the entity selected by LHC to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.
3. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

**H. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor**

1. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.

2. LHC shall conduct such fair hearing in accordance with 45 CFR 81.1, *et seq.*
- I. **Fair Hearing Process for Applicants for Denial of Benefits by Contractor or Subgrantee(s)/Subcontractor(s)**
    1. Contractor and/or all subgrantees and subcontractor(s) shall provide all interested individuals equal opportunity to apply for the LIHEAP and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor and/or subgrantee or subcontractor shall act upon all applications in writing within fifteen (15) working days.
    2. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive an untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, the following:
      - a. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and the LHC.
      - b. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
      - c. Provisions for notifying the applicant in writing of the reasons for denial of assistance and advising the applicant that he/she may request a review of the denial and may submit additional information, in writing, which the applicant believes would warrant a favorable determination.
      - d. Provisions for reviewing the denial of an application for assistance in an expeditious manner if such is requested by the applicant. This shall include the specific assignment of responsibility to a senior level official or standing committee other than the person making the initial determination.
      - e. Provisions for notifying the applicant of the Contractor's final decision.
      - f. The methods the Contractor will employ to notify applicant of the existence of the appeals process.
      - g. Provisions for ensuring that every effort will be made to provide persons who do not comprehend English with written materials and/or procedures in the appropriate language(s).
      - h. Provisions for the retention of documents relating to specific denials of assistance and action(s) taken by the Contractor. Such records must be maintained in the Contractor's files for five (5) years and shall be available for review by LHC upon request.

- i. Provisions to inform applicants that an appeal to LHC may be requested as part of the fair hearing process and provisions for providing a description to the applicant of the process and criteria for appeal to LHC.
  - j. Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to LHC. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of the LHC Energy Department.
3. A written description of the aforementioned required procedures shall be maintained on file by the Contractor and shall be available for public inspection.
4. Should the applicant decide to appeal to LHC, the applicant shall submit a written appeal request to LHC within ten (10) working days from the date of the Contractor's final decision. Upon request from LHC, the Contractor shall provide all supportive documentation to LHC, postmarked within ten (10) working days of the request.
5. LHC shall provide an opportunity for an administrative fair hearing if an applicant's concern is not resolved by appeal to the Contractor. Within five (5) working days, upon receipt of a request for a fair hearing, LHC shall schedule a fair hearing to be conducted no later than fifteen (15) working days from receipt of a request for a fair hearing. The fair hearing shall be conducted in accordance with the following criteria:
  - a. The hearing shall be held in a place reasonably convenient to the applicant and open to the public.
  - b. The applicant shall receive notification of the hearing no less than five (5) working days before the scheduled hearing, to enable a proper preparation of the applicant's appeal.
  - c. The applicant shall have an opportunity to review his/her claim file, which contains all the evidence to be presented, prior to the hearing.
  - d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
  - e. The applicant is guaranteed the right to:
    - i. Have a representative at the hearing;
    - ii. Present evidence, including oral and/or written statement on his/her behalf;
    - iii. Present witnesses; and
    - iv. Cross-examine witnesses.

- f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.
- g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

**J. Complaint Management Policies and Procedures**

1. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
2. Contractor shall ensure that all formal complaints are handled timely and documented with the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
3. If the Contractor's efforts did not result in a resolution, the Contractor must refer the client to the LHC Energy Department. The Contractor shall contact the LHC Energy Manager directly and explain the issue, actions taken to resolve the issue, and provide the LHC any supporting documentation and written correspondence that demonstrates the Contractor's attempts to resolve the issue.

**K. Record-Keeping**

1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.
2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of five (5) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
3. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practice Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

**XI. GENERAL TERMS AND CONDITIONS**

- A. **Term of Agreement.** This Agreement shall begin on October 1, 2018 and shall terminate on September 30, 2020.
- B. **Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or

Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.

- C. **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. **Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.
- E. **Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

- F. **Governing Law and Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Louisiana.
- G. **Termination.** Either party has the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice, forwarded to its respective address via U.S. Mail. The Corporation has the right to cancel this Agreement with less than thirty (30) days notice in the event of budgetary reductions, without any liability incurring to the Corporation or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to Corporation:

Edselle Keith Cunningham, Jr.  
Executive Director  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, LA 70808

If to Contractor:

Terrebonne Parish Consolidated Government  
809 Barrow Street  
Houma, LA 70306

- H. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- I. **Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Americans with Disabilities Act of 1990, and Federal Executive Order 13559.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, sexual identification, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- J. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION



\_\_\_\_\_  
Edselle Keith Cunningham, Jr.  
Executive Director

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT

\_\_\_\_\_  
Signature of Duly Authorized Representative

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Title of Signatory

SIGNED THIS 30<sup>th</sup> DAY OF JAN, 2019

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**SUBAWARD AGREEMENT**

List of Attachments

<u>Attachment A</u>	Allocation Chart
<u>Attachment B</u>	Vendor Refund Report
<u>Attachment C</u>	LIHEAP Grant Closeout Checklist
<u>Attachment D</u>	Subaward Data
<u>Attachment E</u>	Certification Regarding Lobbying



Attachment A

Allocation Chart

Attachment A

Low-Income Home Energy Assistance Program (LIHEAP)

FY2019 DHHS Allocation  
 Expires 9/30/2020

Terrebonne Parish Consolidated Government						
Parish	Assistance	Period	Administration	Client Education	Total	
Terrebonne			\$75,616.04	(Assurance 16) \$30,006.36	\$105,622.40	
			Program Support	Client Assistance		
	Heating	October 1, 2018 - March 31, 2019	\$18,003.82	\$342,072.55	\$360,076.37	
	Cooling	April 1, 2019 - September 30, 2019	\$21,304.52	\$404,785.85	\$426,090.37	
	Crisis	October 1, 2018 - September 30, 2019	\$6,001.27	\$114,024.18	\$120,025.45	
		Total	\$45,309.61	\$860,882.58		
				FY2019 Allocation Total:	\$1,011,814.59	

**Attachment B**

**Vendor Refund Report**



Attachment C

**LIHEAP Grant Closeout Checklist and Certification of Documents**

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Louisiana Housing Corporation  
 Low-Income Home Energy Assistance Program (LIHEAP) Agreement  
 ATTACHMENT C

State of Louisiana  
 LOUISIANA HOUSING CORPORATION (LHC)  
 FY 20\_\_ LIHEAP GRANT CLOSEOUT CHECKLIST AND CERTIFICATION OF DOCUMENTS

Contractor:	
Grant Period:	Total Contract Budget:

Within 45 days after the end date of grant period, you are required to submit this form and all documents listed below to LHC. Any monies due to LHC must accompany the form and all documents.

1. Refund Check Amount (if applicable). Explain below.  
 \$ \_\_\_\_\_
2. Final Quarterly Reconciliation Form (Included in Drawdown Excel File)
3. Excess Revenue and Interest Earned Report
4. Equipment Inventory of real and personal property acquired with DHHS/LIHEAP funds

Comments:	
<b>CERTIFICATION:</b>	
By signing this document, I certify to the best of my knowledge and belief that the enclosed documents (listed above) are accurate and complete and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the grant awards. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. <i>(U.S. Code, Title 18, Section 1001)</i>	
Authorized Representative/Title	Telephone Number: ( )
	Email Address:
Signature:	Date:

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**Attachment D**  
**Subaward Data**

(i)	Subrecipient Name	Terrebonne Parish Consolidated Government
(ii)	Subrecipient Unique Entity Identifier:	045774333
(iii)	Federal Award Identification Number (FAIN):	DHHS CAN # 2019G992201, ACF
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	DHHS-October 26, 2018
(v)	Subaward Period of Performance Start Date:	October 1, 2018
	Subaward Period of Performance End Date:	September 30, 2020
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	DHHS-\$1,011,814.59
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	DHHS-\$1,011,814.59
(ix)	Federal Award Project Description:	Low Income Home Energy Assistance Program (LIHEAP)
(x)	Name of Federal Awarding Agency:	Department of Health & Human Services
	Name of Pass-Through Entity:	Louisiana Housing Corporation
	Contact Information for Federal Awarding Official:	HHS, Administration For Children and Families Office of Community Services, Division of Energy Assistance Mary E. Switzer Building, 5 <sup>th</sup> Floor West 330 C. Street, SW Washington, D.C. 20201
	Contact Information for LHC Authorizing Official:	Edselle Keith Cunningham, Jr. Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
	Contact Information for LHC Project Director:	Lauren Holmes Program Administrator 11637 Industriplex Blvd. Baton Rouge, LA 70809
(xi)	CFDA Number and Name:	#93.568 Low-Income Home Energy Assistance
(xii)	Identification of Whether Subaward is R&D:	n/a
(xiii)	Indirect Cost Rate for LHC Federal Award:	n/a
	Subrecipient Indirect Costs:	As allowed under 45 CFR 75.414

Attachment E

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned, on behalf of the Subrecipient/Subcontractor, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient/Subcontractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

Page 36 of 36

Louisiana Housing Corporation  
Low Income Home Energy Assistance Program Agreement  
Terrebonne Parish Consolidated Government

\* \* \* \* \*



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. C. DUPLANTIS-PRATHER  
SECONDED BY: MR. D. J. GUIDRY

**RESOLUTION NO. 19-065**

A RESOLUTION PROVIDING APPROVAL FOR THE  
CHANGING THE NAME OF VETERAN’S MEMORIAL BRIDGE  
TO PURPLE HEART BRIDGE.

**WHEREAS**, the Terrebonne Parish Veterans Memorial District, at their January meeting, adopted and endorsed the renaming of the bridge to the “Purple Heart Bridge” at Veterans park to honor those who sacrificed so much in the defense of our great nation; and

**WHEREAS**, the “Purple Heart Bridge” is dedicated to all Purple Heart recipients in all wars and conflicts, past, present and future; and

**WHEREAS**, the Southdown Plantation House has approved the designs for the bridge as well as the renaming.

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve the renaming of the bridge at Veterans Park to the “Purple Heart Bridge.”

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Troclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this the 18th day of February 2019.

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. C. DUPLANTIS-PRATHER  
SECONDED BY: MS. A. WILLIAMS

**RESOLUTION NO. 19-066**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ALL NECESSARY DOCUMENTS TO SUBMIT AN APPLICATION FOR FY 2019 SUPPLEMENTAL FUNDING TO THE ADMINISTRATION FOR CHILDREN AND FAMILIES FOR THE HEAD START PROGRAM IN TERREBONNE PARISH AND TO EXECUTE THE CONTRACT FOR FUNDING ONCE APPROVED.

**WHEREAS**, it is necessary that an application be submitted by the governing body and the Head Start Policy Council.

**NOW THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the application to Administration for Children and Families to provide Head Start services.

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President to sign any certification, modifications, etc. that may be associated with the implementation of this agreement.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18th day of February 2019.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

Office of Head Start | Region VI | 1301 Young Street, Room 937, Dallas, TX 75202 | [www.eclkc.ohs.acf.hhs.gov](http://www.eclkc.ohs.acf.hhs.gov)

January 15, 2019

Gordon Dove, Board Chairperson  
Terrebonne Parish Consolidated Government  
809 Barrow St  
Houma, LA 70360

Re: Grant No. 06CH010297

Dear Mr. Dove:

The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, contains an increase of approximately \$200 million for programs under the Head Start Act for Fiscal Year (FY) 2019. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.77 percent, depending on final funding decisions, to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the increase(s) for FY 2019.

Funding Type	Head Start	Early Head Start
Cost-of-Living Adjustment (COLA)	\$24,658	
<b>Total COLA Funding</b>	<b>\$24,658</b>	

**Submission Requirements**

Program Instruction ACF-PI-HS-18-06, dated November 30, 2018, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due March 1, 2019 and must be submitted in the Head Start Enterprise System (HSES) at <https://hses.ohs.acf.hhs.gov/hsprograms>. Please select the Financials tab, Application tab, Fiscal Year 2019 and the budget period to add the 'Supplement - COLA' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at [help@hsesinfo.org](mailto:help@hsesinfo.org) or 1-866-771-4737.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Mr. Dove  
Terrebonne Parish Consolidated Government

Page 2

Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.77 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.77 percent COLA or differential COLA increases;
- The provision of the 1.77 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

Signed statements of the Governing Body and Policy Council Chairs along with Governing Body and Policy Council minutes documenting each group's participation in the development and approval of the supplemental application must be provided. The application must be submitted on behalf of the Authorizing Official registered in the HSES. **Incomplete applications will not be processed.**

Please ensure the application contains all of the required information. If you have any questions or need assistance, please contact Geralyn Boyles, Head Start Program Specialist, at (214) 767-2037 or geralyn.boyles@acf.hhs.gov or Calvin Jackson, Grants Management Specialist, at (214) 767-8122 or calvin.jackson@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,



RG VI Management  
Office of Head Start

cc: Darrel Waire, Executive Director  
Diane Powell, Head Start Director

**Terrebonne Parish Consolidated Government  
FY 2019 Supplemental Cost of Living Adjustment (COLA)  
06CH010297  
NARRATIVE AND BUDGET JUSTIFICATIONS**

**Supplemental Cost-of-Living Adjustment (COLA)**

The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019 has authorized an increase for a Cost of Living Adjustment (COLA) for Head Start Programs. It is proposed that the COLA (\$24,658.00) granted through the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act be used to grant adjustments to salaries and fringe benefits for the Head Start employees and funds to be used to purchase new computer equipment.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Terrebonne Parish Consolidated Government granted a 2.0% COLA for all Terrebonne Parish Consolidated Government employees beginning on January 1, 2019. The COLA funding of 1.77% that the Head Start Program will receive will be used to offset the amount granted at the beginning of 2019 by Terrebonne Parish Consolidated Government.

The documentation of how the COLA is broken down will be uploaded onto the Head Start Enterprise System. It is a spreadsheet listing the employees by name and content area with their hourly rates and the breakdown of how the 1.77% COLA increase will be allocated.

It is also proposed to allocate the balance of \$2,495.99 for upgrading computer equipment needed by program staff.

**SUPPLEMENTAL COLA Increase**

<b>A. PERSONNEL</b>		
Salary for 1.77% COLA		\$ 19,006.44
<b>B. FRINGE BENEFITS</b>		
FICA/Medicare		\$ 1,453.99
Pension		\$ 1,233.66
Workmen's Compensation		\$ 182.82
Unemployment		\$ 285.10
	Total Fringes	\$ 3,155.57
<b>D. EQUIPMENT</b>		
Office Equipment		\$ 2,495.99
<b>TOTAL 1.77% SUPPLEMENTAL COLA Increase</b>		<b>\$ 24,658.00</b>

**NON FEDERAL SHARE (Cash and In-kind)**

Terrebonne Parish Consolidated Government understands its obligation to match the funds allocated to the Head Start budget. Terrebonne Parish Consolidated Government (TPCG) has committed to matching 6,164.50 for its share of the cost for the cost of living adjustment. General fund dollars will be used for this match requirement for salaries, fringe benefits and increased food costs. This match will be made with the committed funds in the FY 2019 Head Start Budget Application.

**Total Non Federal Share Match** **\$ 6,614.50**

\*\*\*\*\*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. G. MICHEL  
SECONDED BY: MS. A. WILLIAMS

**RESOLUTION NO. 19-067**

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO APPROVE THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO GULF COAST CONNECTIONS PLUS LLC.

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by Gulf Coast Connections Plus LLC that a Certificate of Public Convenience and Necessity is desired; and,

**WHEREAS**, Gulf Coast Connections Plus LLC has met all of the application requirements as set forth by Section 16-228 of the Terrebonne Parish Code of Ordinances; and,

**WHEREAS**, the Terrebonne Parish Council finds there is a need for increased transportation services; and

**WHEREAS**, the Terrebonne Parish Council finds that the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of the code and the rules promulgated by the Terrebonne Parish Consolidated Government.

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an ordinance to approve the issuance of a Certificate of Public Convenience and Necessity to the service of Gulf Coast Connections Plus LLC.

**BE IT FURTHER RESOLVED** that a public hearing on said ordinance be called for on the date of Wednesday, March 13, 2019 at 6:30 p.m.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18th day of February 2019.

\* \* \* \* \*

Mr. D. W. Guidry, Sr. moved, seconded by Mr. G. Michel, "THAT, the Community Development and Planning Committee introduce an ordinance that will authorize the Parish President to enter into a Cooperative Endeavor Agreement with the Houma-Terrebonne Soccer Association, and Terrebonne Recreation District Number 2,3 for the purpose of operating, administering, and maintaining Recreation Soccer Programs for the youth and citizens of Terrebonne Parish at the Soccer Complex located at the Terrebonne Parish Bayou Country Sports Park and call a public hearing on March 27, 2019 at 6:30 p.m."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

ABSENT: J. Navy.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. G. Michel, "THAT, there being no further business to come before the Community Development & Planning Committee, the meeting be adjourned."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairman declared the motion adopted and the meeting was adjourned at 5:41 p. m.

Steve Trosclair, Chairman

Tammy E. Triggs, Minute Clerk

Mr. S. Trosclair moved, seconded by Mr. S. Dryden, "THAT the Council accept and ratify the minutes of the Community Development and Planning Committee meeting held on 2/4/19."

The Chairwoman called for a vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

The Chairwoman called for a report on the Budget and Finance Committee meeting held on 2/18/19, whereupon the Committee Vice-Chairwoman, noting that ratification of minutes calls a public hearing on 3/13/19 at 6:30 p.m., rendered the following:

**BUDGET & FINANCE COMMITTEE**

**FEBRUARY 18, 2019**

The Vice-Chairwoman, Christa Duplantis-Prather, called the Budget & Finance Committee meeting to order at 5:42 p.m. in the Terrebonne Parish Council Meeting Room with an Invocation offered by Committee Member A. Williams and the Pledge of Allegiance led by Committee Member S. Dryden. Upon roll call, Committee Members recorded as present were: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel. Committee Member J. Navy was recorded as absent. A quorum was declared present.

The Vice-Chairwoman announced that Committee Member J. Navy will be absent from tonight's proceedings and has reviewed all of the information on the agendas.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. A. WILLIAMS  
SECONDED BY: MR. D. W. GUIDRY, SR.

**RESOLUTION NO. 19-068**

**WHEREAS**, prices were obtained for the purpose of Mowing Roadsides and Roadside Ditches, and

**WHEREAS**, after careful review by David Luke, Superintendent, and David Rome, Public Works Director, it has been determined that the price of Four Hundred Dollars (\$400.00) per mile be accepted and that award be made to ChemSpray South, Inc. for Mowing Roadsides and Roadside Ditches should be accepted as per the attached documents, and

**WHEREAS**, the Parish Administration has recommended the acceptance of the price of Four Hundred Dollars (\$400.00) per mile for the aforementioned Roadside Mowing services as per the attached documents.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the Parish President and all other appropriate parties be, and they are hereby, authorized to execute any and all contract documents associated therewith.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



CHEM SPRAY SOUTH, INC  
Post Office Box 397  
106 Robin Lane  
Schriever, LA 70087  
Phone (985) 442-1144  
Fax (985) 442-1151  
[www.chemspraysouth.com](http://www.chemspraysouth.com)

---

Vegetation Services • Horticultural Services • Arborist Services • Right of Way Maintenance • Construction Services • Air Boat and Marsh Buggy

---

January 30, 2019

Terrebonne Parish Consolidated Government  
P.O. Box 2768  
Houma, La. 70361  
Attention: David Luke

Dear Mr. Luke,

Chem Spray South, Inc. is pleased to submit the following proposal for your vegetation management requirements for the calendar year 2019.

Chem Spray South Inc. will furnish labor, materials, equipment and supervision to mow roadsides and roadside ditches.

The per mile price will be \$400.00.

We thank you for any consideration that may be given to our service, and are prepared to render service at your convenience.

Sincerely,

Rory M. Navarre

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Green scapes of Louisiana January 23, 2019

Terreborne Parish

Roadside cutting \$580.00 a mile.

Enterprise \$100.00 per cut; for 36 cuts \$3,600.00@year

Round about \$200.00 per cut; for 36 cuts \$7,200.00@year

Round about \$200.00 per weed eat;

Bayou Gardens (Saint Louis Canal road to Lafourche Parish) \$400.00 per cut

Hollywood rd from Valhi to Southdown mandaly \$500.00 per cut

Don Matherne

985-856-3384

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

David Luke

---

From: Sawyer Chauvin [sawyer@norrisandboudreaux.com]  
Sent: Wednesday, January 30, 2019 2:01 PM  
To: David Luke  
Cc: Tommy Boudreaux  
Subject: Ditch mowing proposal

Mr. Luke,

We are pleased to submit the following proposal for your consideration.  
Price per mile for mowing ditch banks. **\$470.00 per mile.**  
This includes all labor equipment and fuel. Thank you for your consideration

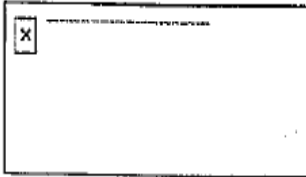
--

Sawyer A. Chauvin  
Comptroller/ Accounting

Ph: 985-446-7308

Fax: 985-446-7303

Email: sawyer@norrisandboudreaux.com



Norris & Boudreaux Contractors, LLC  
1606 Bull Run Road  
Schriever, LA 70395

\*\*\*\*\*

Upon questioning from Committee Member S. Trosclair regarding the parish's mowing and cutting of the grass in the ditches and roadsides, Parish Manager M. Toups stated that some of the grass cutting and mowing of the roadsides are done by the parish and some of the services are contracted out.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. A. WILLIAMS  
SECONDED BY: MR. D. J. GUIDRY

**RESOLUTION NO. 19-069**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT, GORDON E. DOVE, TO ENTER INTO AN AGREEMENT WITH START CORPORATION TO PARTIALLY FUND THE SERVICES AND OPERATIONS OF THE VETERANS SHELTER TO BE PROVIDED AND STAFFED BY START CORPORATION IN THE AMOUNT OF \$15,000.

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property “for programs of social welfare for the aid and support of the needy”; and

**WHEREAS**, the Attorney General for the State of Louisiana has determined that the mentally handicapped and developmentally disabled qualify as needy within the meaning of Article VII, Section 14 of the Louisiana Constitution; and

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further provides that “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

**WHEREAS**, START Corporation will be providing a shelter facility to qualifying low-income veterans in Terrebonne Parish, and

**WHEREAS**, TPCG believes that partially funding the services of START Corporation will serve a public purpose and is not gratuitous in light of the benefit provided.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon E. Dove, Parish President to enter into a Cooperative Endeavor Agreement pending Legal review with START Corporation for an amount not to exceed \$15,000.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND START  
CORPORATION**

**ARTICLE I.**

1.0 This Agreement has been entered into on the dates set forth herein by and between

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as “**TPCG**”), a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Council **Resolution No. 19-069**; and

**START COPORATION** (herein sometimes referred to as “**START**”), a Louisiana non-profit corporation, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, whose mailing address for the purposes herein is 420 Magnolia Street, Houma LA 70360, herein represented by its duly authorized Executive Director, Casey Guidry;

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

1.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

1.2 WHEREAS, Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and,

1.3 WHEREAS, La. Const. Art. VII, Section 14 (B) authorizes TPCG to utilize public funds for programs of social welfare for the aid and support of the needy; and

1.4 WHEREAS, START Corporation will be providing a shelter facility to qualifying low-income veterans in Terrebonne Parish, and

1.5 WHEREAS, TPCG believes that partially funding the services of START Corporation will serve a public purpose and is not gratuitous in light if the benefit provided;

1.6 NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and START Corporation, each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

**ARTICLE II. PURPOSE**

2.1 The purpose of this cooperative agreement between START is to partially fund the services and operations of the shelter to be provided and staffed by START located at 453 Grand Caillou Road, Houma, LA 70363.

**ARTICLE III. SCOPE OF SERVICES**

3.1 START will provide a shelter facility to qualifying low-income veterans in Terrebonne Parish.

3.2 START will require that all individuals receiving free shelter must meet objective criteria to insure that the individual is truly needy.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

3.3 In consideration for the performance of the services specified in this Cooperative Endeavor, and upon providing adequately documented requests for reimbursement, TPCG agrees to remit up to Fifteen Thousand Dollars and NO/100 (\$15,000) to START.

3.4 During the term of this agreement, the remittance by TPCG to START shall be allotted in accordance with budget as follows:

- 3.4.1 Utilities (Water, Gas, Electricity, Cable, Phone, Internet), \$3,935
- 3.4.2 Housecleaner, Laundry Service, \$1,275
- 3.4.3 Insurance, \$2,400
- 3.4.4 Lawn Maintenance, \$360
- 3.4.5 Supplies (non-food), \$1,675
- 3.4.6 Fuel and Travel, \$720
- 3.4.7 Food Items (Breakfast), \$1,475
- 3.4.8 Repairs (Building/van), \$3,160

**ARTICLE IV. TERM**

4.1 The term of this Agreement shall begin on January 1, 2019 and shall terminate on December 31, 2019.

**ARTICLE V. TERMINATION**

5.1 This agreement shall be terminated under any or all of the following conditions:

5.1.1 By written mutual agreement and consent of the parties hereto.

5.1.2 For convenience: By thirty (30) days written notice by TPCG to START.

5.1.3 For cause: By either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

**ARTICLE VI. INSURANCE**

6.1 START shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with START obligations as set forth in this Agreement. Minimum insurance requirements are found in Addendum 1 which is attached and incorporated herein.

**ARTICLE VII. INDEMNIFICATION**

7.1 To the fullest extent permitted by law START shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any was result from any damages sustained by an START participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any was result from any actual or alleged act, omission, negligence, misconduct, or strict liability of START, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness

fees, incurred by the TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. This indemnification does not apply to any strict liability of the TPCG. START shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

#### **ARTICLE VIII. NO WAIVER**

8.1 The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

#### **ARTICLE IX. ASSIGNMENT AND CONTRACTOR**

9.1 Neither party shall assign its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

9.2 START shall not hire for this project contractors, independent or sub-contractors, unless approved in writing by TPCG.

#### **ARTICLE X. ENTIRE AGREEMENT/AMENDMENT**

10.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

10.2 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

#### **ARTICLE XI. COMPLIANCE WITH LAWS**

11.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

#### **ARTICLE XII. CHOICE OF LAW AND VENUE**

12.1 To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

#### **ARTICLE XIII. SEVERABILITY**

13.1 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**ARTICLE XIV. FINANCIAL DISCLOSURE**

14.1 TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the START is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

**ARTICLE XV. AUDIT CLAUSE**

15.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the START which relate to this Agreement, upon request.

**ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)**

16.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or the LRS as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the LRS or TPCG, their successors or assigns for any further payments.

**ARTICLE XVII. DISCRIMINATION CLAUSE**

17.1 START agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and LRS agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. START agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. START acknowledges and agrees that any act of unlawful discrimination committed by START, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XVIII. LEGAL COMPLIANCE**

18.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XIX. FORCE MAJEURE**

19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL**

20.1 START certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is presently, or at the time of such employment, an employee of the TPCG.

**ARTICLE XXI. COVENANT AGAINST CONTINGENT FEES**



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

21.1 START warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE XXII. NOTICES**

22.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

22.1.1 Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

22.1.2. START Corporation  
Attn: Casey Guidry, Executive Director  
420 Magnolia Street  
Houma LA 70360

**ARTICLE XXIII. SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the START Coporation for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**START CORPORATION**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
CASY GUIDRY (Date)  
EXECUTIVE DIRECTOR

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of TPCG, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
GORDON E. DOVE (Date)  
PRESIDENT

\* \* \* \* \*

Upon questioning from Committee Member G. Michel regarding the amount of funding for the aforementioned project and whether or not a budget amendment is needed, Chief Financial Officer K. Mauldin explained that \$30,000 is the correct amount; stating that was the amount budgeted in 2019.

Upon further questioning from Committee Member G. Michel regarding the number of schools chosen, Chief Financial Officer K. Mauldin explained that the aforementioned project was on Councilman J. Navy's 2019 Wish List; stating that the funding for this project is coming from the General Fund.

OFFERED BY: MS. A. WILLIAMS  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-070**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE MDW, INC. FOR THE PURPOSE OF OPERATING THE VILLAGE EAST AFTER SCHOOL ENRICHMENT PROGRAM

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual"; and,

**WHEREAS**, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

**WHEREAS**, TPCG believes that supporting the "Village East After School Enrichment Program" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

**WHEREAS**, MDW, Inc. is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law;

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into a Cooperative Endeavor Agreement pending legal approving proposed agreement.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND MDW, INC.**

**ARTICLE I.**

1.0 This Agreement has been entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as "TPCG"), address 8026 Main Street, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government; and

**MDW, INC** (herein sometimes referred to as "MDW"), a Non-Profit Corporation of the State of Louisiana, in good standing, whose address is 3643 Baker Drive, Drive, Houma, Louisiana 70363, herein represented by its duly authorized signatory, Michael Lagarde as evidenced by attached Board Resolution;

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

1.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

1.2 WHEREAS, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

1.3 WHEREAS, the Terrebonne Parish Council passed Resolution No. 19-070 authorized funding to administer "Village East After School Enrichment Program"; and

1.4 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

1.5 WHEREAS, TPCG believes that supporting the "Village East After School Enrichment Program" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

1.6 WHEREAS, MDW, Inc. is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law;

1.7 NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and MDW, Inc., each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

**ARTICLE II. PURPOSE**

2.1 The purpose of this cooperative agreement between Terrebonne Parish Consolidated Government and MDW, Inc. is for the purpose of support of the needy and poor as defined by Louisiana Constitution Article VII, Section 14(B) (I) and Louisiana Revised Statutes 33:1236(11) & 33:4563 by providing funding to MDW, Inc. administration of " Village East After School Enrichment Program" as set forth and incorporated herein as Exhibit "A".

**ARTICLE III. SCOPE OF SERVICES**

- 3.1 TPCG shall donate thirty thousand (\$30,000) dollars to MDW, Inc. for the administration of the "Village East After School Enrichment Program". The purpose is to assist in the training and education of low income youth in developing leadership, academic preparation, performing arts and recreational activities. The program will follow the 2018-2019 Terrebonne Parish School Board Calendar and will begin March 18, 2019 and end on May 23, 2018. The program will also follow the 2019-2020 Terrebonne Parish School Board Calendar and will begin August 8, 2019 and end on December 20, 2019.
- 3.2 The use of the money is for low income youth and only used conditioned upon objective criteria in determination of needy youth. As consideration, MDW, Inc. agrees to establish written objective criteria in determination of needy youth, as set forth by Louisiana Attorney General Opinions 97-236, 98-238 and all areas of law addressing same. MDW, Inc. shall maintain records of this evaluation and upon request provide to TPCG.
- 3.3 Parties agree that MDW, Inc. shall be responsible for the administration of the "Village East After School Enrichment Program" and just and objective distribution of funds to the needy youth. No funds shall be used for a youth not in need and shall be spent in accord with the budget submitted, attached and incorporated herein as Exhibit "B".
- 3.4 MDW, Inc., agrees it shall incur costs administrating the Project prior to TPCG reimbursement for up to the agreed amount. MDW, Inc. shall provide adequate documents, accounting of records and receipts that the money used has been used for needy youth in accordance with law for reimbursement from Terrebonne Parish Consolidated Government.
- 3.5 MDW, Inc. shall conduct a background check of all counselors and other persons who will participate and provide TPCG with any and all documentation that such background checks have been conducted. Approximately fifty (50) participants will be recruited for the program between the ages of five (5) to fifteen (15) years old. Advertisements for the program will be placed in media publications, flyers and announcements. Enrollment and selection will be completed through an application process with a specified deadline. The six-week program will operate from 3:00pm to 5:00pm weekdays at 3589 Friendswood Drive, Houma, Louisiana, through the Lease Agreement attached herein as Exhibit C.
- 3.6 MDW, Inc. agrees its employees, volunteers, servants, contractors/subcontractors are the sole responsibility of MDW, Inc. and TPCG is in no way responsible for these individuals. MDW, Inc. is solely responsible for payment of wages and taxes.
- 3.7 MDW, Inc. agrees, obligates itself and warrants to TPCG that MDW, Inc., its volunteers, Board of Directors, officers and employees and servants shall be properly trained and vetted in youth participation activities prior to allowing them to participate with the youth. MDW, Inc. agrees they are responsible for these persons' activities.
- 3.8 MDW, Inc. agrees that it shall retain necessary insurance coverage to conduct youth activities such as Workers Compensation, Employment Liability Practices, General Liability, Auto Liability and Lessor/Building Rental.
- 3.9 MDW, Inc. agrees TPCG is not responsible for the facility or payment benefits where activities are conducted and MDW, Inc. shall ensure these facilities are appropriate and adequate to conduct these programs in a safe manner.
- 3.10 MDW, Inc. shall provide to TPCG, attn: Dana Ortego, a list of names, phone numbers, addresses and legal guardians/next of kin for all participants and all persons working and associated with the Project as soon as possible.

**ARTICLE IV. TERM**

4.1 The term of this Agreement is a one-time funded donation.

**ARTICLE V. TERMINATION**

5.1 This agreement shall be terminated under any or all of the following conditions:

5.1.1 By written mutual agreement and consent of the parties hereto.

5.1.2 For convenience: By thirty (30) days written notice by TPCG to MDW.

5.1.3 For cause: By either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

**ARTICLE VI. INSURANCE**

6.1 MDW shall procure and maintain, for the duration of this agreement, insurance for General Commercial Liability in accord with the following:

A. Minimum Limits of Insurance:  
All parties shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
- c. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

C. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies above endorsed to be primary coverage to any other coverage.
- c. Coverages should be endorsed to cover proper "territory" of operations.

- d. MDW, Inc. will provide TPCG with a current Insurance Certificate and upon request will provide TPCG with all applicable insurance policies.

**ARTICLE VII. INDEMNIFICATION**

- 7.1 To the fullest extent permitted by law MDW shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from breach of this agreement, injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way result from any damages sustained by an MDW participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of MDW, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by tile TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. MDW shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

**ARTICLE VIII. NO WAIVER**

- 8.1 The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude tile subsequent enforcement of, any or all of the terms or conditions of this Agreement.

**ARTICLE IX. COVENANT AGAINST CONTINGENT FEES**

- 9.1 MDW warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount o f such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE X. ENTIRE AGREEMENT /AMENDMENT**

- 10.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 10.2 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

**ARTICLE XI. COMPLIANCE WITH LAWS**

- 11.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

**ARTICLE XII. CHOICE OF LAW AND VENUE**

- 12.1 To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

**ARTICLE XIII. SEVERABILITY**

- 13.1 In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**ARTICLE XIV. FINANCIAL DISCLOSURE**

- 14.1 TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the MDW is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

**ARTICLE XV. AUDIT CLAUSE**

- 15.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the MDW which relate to this Agreement, upon request.
- 15.2 TPCG and MDW Inc. agree that TPCG can audit any documents/records of any nature related to this agreement at TPCG's expense, and MDW, Inc. shall produce the documents. MDW, Inc. shall not destroy any documents/ records without prior approval of TPCG. The production of documents/records shall be within seventy-two (72) hours of the request.

**ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)**

- 16.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or the MDW, Inc. as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the MDW, Inc. or TPCG, their successors or assigns for any further payments.

**ARTICLE XVII. DISCRIMINATION CLAUSE**

- 17.1 MDW agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and MDW agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. MDW agrees not to discriminate in its employment practices and will render services under

this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. MDW acknowledges and agrees that any act of unlawful discrimination committed by MDW, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XVIII. LEGAL COMPLIANCE**

18.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *e/ seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XIX. FORCE MAJEURE**

19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL**

20.1 MDW certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is presently, nr at the time of such employment, an employee of the TPCG.

**ARTICLE XXI. SURVIVAL**

21.1 Any provision of the Contract which by its nature is intended to survive the termination or completion of the Contract will survive the termination or completion of the Contract.

**ARTICLE XXII. NOTICES**

22.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

22.1.1 Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

22.1.2. MDW, Inc.  
Attn: Michael Lagarde  
3643 Baker Drive  
Houma LA 70363

**ARTICLE XXII. SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused tills Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the MDW for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**WITNESSES:**

**MDW, INC.**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL LAGARDE (Date)  
DIRECTOR

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of TPCG, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
GORDON E. DOVE (Date)  
PRESIDENT

\* \* \* \* \*

Upon questioning from Committee Member G. Michel regarding to the “back-up” information submitted for the aforementioned item, Chief Financial Officer K. Mauldin explained that a Cooperative Endeavor Agreement (CEA) is attached to the “item” along with the budget proposed by Unapologetically Intelligent; stating that the Houma-Terrebonne Housing Authority is matching the funds needed for this project and the program will take place at one of their facilities. She explained that all programs are subjected to legal approval.

Upon questioning from Committee Member S. Trosclair regarding funding for the aforementioned project (\$25,000), Chief Financial Officer K. Mauldin explained that the Houma-Terrebonne Housing Authority will be “matching” the funding given by Terrebonne Parish Consolidated Government.

Upon questioning from Committee Member D. W. Guidry, Sr. regarding invoices, Chief Financial Officer K. Mauldin explained that all invoices, receipts and timesheets are submitted before any monies are reimbursed.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MS. A. WILLIAMS  
SECONDED BY: MR. S. TROSCLAIR

**RESOLUTION NO. 19-071**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE UNAPOLOGETICALLY INTELLIGENT FOR THE PURPOSE OF OPERATING THE AFTER SCHOOL ENRICHMENT PROGRAM AT SENATOR CIRCLE

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

**WHEREAS**, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and,

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

**WHEREAS**, TPCG believes that supporting the "After School Enrichment Program at Senator Circle" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563; and

**WHEREAS**, Unapologetically Intelligent is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law.

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into a Cooperative Endeavor Agreement pending legal approving proposed agreement.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND UNAPOLOGETICALLY INTELLIGENT.**

**ARTICLE I.**

2.0 This Agreement has been entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as "TPCG"), address 8026 Main Street, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government; and

**UNAPOLOGETICALLY INTELLIGENT** (herein sometimes referred to as "UI"), a Non-Profit Corporation of the State of Louisiana, in good standing, whose address is 3734 Thomas Dr., Houma, LA 70363, herein represented by its President, Jared Smith, as evidenced by attached Board Resolution;

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

1.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

1.2 WHEREAS, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

1.3 WHEREAS, the Terrebonne Parish Council passed Resolution No. 19-071 authorized funding to administer "Enrichment After School Program at Senator Circle"; and

1.4 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

1.5 WHEREAS, TPCG believes that supporting the "Enrichment After School Program at Senator Circle" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

1.6 WHEREAS, Unapologetically Intelligent is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law;

1.7 NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and UI each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

**ARTICLE II. PURPOSE**

2.1 The purpose of this cooperative agreement between Terrebonne Parish Consolidated Government and UI is for the purpose of support of the needy and poor as defined by Louisiana Constitution Article VII, Section 14(B) (I) and Louisiana Revised Statutes 33:1236(11) & 33:4563 by providing funding to UI administration of "Enrichment After School Program at Senator Circle" as set forth and incorporated herein as Exhibit "A".

**ARTICLE III. SCOPE OF SERVICES**

- 3.1 TPCG shall donate thirty thousand (\$50,000) dollars to UI for the administration of the "Enrichment After School Program at Senator Circle". The purpose is to give children opportunities to work with men and women who have similar backgrounds who can help introduce them to careers they may have interest in while providing tutoring and mentoring.
- 3.2 The program is dedicated to creating a space for children to find their path to "Excellence" by motivating them to take "Initiative in their own futures."
- 3.3 The program will be 3 eight week projects dedicated to photography and film making, music production and recorded, and creative writing and art design. **It will start March 18, 2019 and will run through September 9, 2019.**
- 3.4 TPCG is funding \$25,000 of the program and has a Cooperative Endeavor Agreement with the Houma-Terrebonne Housing Authority which will be matching \$25,000.
- 3.5 The use of the money is for low income youth and only used conditioned upon objective criteria in determination of needy youth. As consideration, UI agrees to establish written objective criteria in determination of needy youth, as set forth by Louisiana Attorney General Opinions 97-236, 98-238 and all areas of law addressing same. UI shall maintain records of this evaluation and upon request provide to TPCG.
- 3.6 Parties agree that UI shall be responsible for the administration of "Enrichment After School Program at Senator Circle" and just and objective distribution of funds to the needy youth. No funds shall be used for a youth not in need and shall be spent in accord with the budget submitted, attached and incorporated herein as Exhibit "B".
- 3.7 UI agrees it shall incur costs administrating the Project prior to TPCG reimbursement for up to the agreed amount. UI shall provide adequate documents, accounting of records and receipts that the money used has been used for needy youth in accordance with law for reimbursement from Terrebonne Parish Consolidated Government.
- 3.8 UI shall conduct a background check of all counselors and other persons who will participate and provide TPCG with any and all documentation that such background checks have been conducted. Approximately fifty **(50) participants** will be recruited for the program between the ages of twelve (12) and eighteen (18). Advertisements for the program will be placed in media publications, flyers and announcements. Enrollment and selection will be completed through an application process with a specified deadline. The twenty-four week program will operate from **3:00pm to 6:00pm weekdays** at 100 Senator Circle, Houma, Louisiana, through the Lease Agreement attached herein as Exhibit C.
- 3.9 UI agrees its employees, volunteers, servants, contractors/subcontractors are the sole responsibility of UI and TPCG is in no way responsible for these individuals. UI is solely responsible for payment of wages and taxes.
- 3.10 UI agrees, obligates itself and warrants to TPCG that UI its volunteers, Board of Directors, officers and employees and servants shall be properly trained and vetted in youth participation activities prior to allowing them to participate with the youth. UI agrees they are responsible for these persons' activities.
- 3.11 UI agrees that it shall retain necessary insurance coverage to conduct youth activities such as Workers Compensation, Employment Liability Practices, General Liability, Auto Liability and Lessor/Building Rental.
- 3.12 UI agrees TPCG is not responsible for the facility or payment benefits where activities are conducted and UI shall ensure these facilities are appropriate and adequate to conduct these programs in a safe manner.

- 3.13 UI shall provide to TPCG, attn: Dana Ortego, a list of names, phone numbers, addresses and legal guardians/next of kin for all participants and all persons working and associated with the Project as soon as possible.

**ARTICLE IV. TERM**

- 4.1 The term of this Agreement is a one-time funded donation.

**ARTICLE V. TERMINATION**

- 5.1 This agreement shall be terminated under any or all of the following conditions:
- 5.1.1 By written mutual agreement and consent of the parties hereto.
  - 5.1.2 For convenience: By thirty (30) days written notice by TPCG to UI.
  - 5.1.3 For cause: By either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

**ARTICLE VI. INSURANCE**

- 6.1 UI shall procure and maintain, for the duration of this agreement, insurance for General Commercial Liability in accord with the following:

A. Minimum Limits of Insurance:

All parties shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- e. TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."
- f. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
- g. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- h. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

C. All Coverages

- e. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by

certified mail, return receipt requested, has been given to each party listed as "additional insured."

- f. All policies above endorsed to be primary coverage to any other coverage.
- g. Coverages should be endorsed to cover proper "territory" of operations.
- h. UI, Inc. will provide TPCG with a current Insurance Certificate and upon request will provide TPCG with all applicable insurance policies.

#### **ARTICLE VII. INDEMNIFICATION**

- 7.1 To the fullest extent permitted by law UI shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from breach of this agreement, injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way result from any damages sustained by an UI participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of UI, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by tile TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. UI shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

#### **ARTICLE VIII. NO WAIVER**

- 8.1 The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude tile subsequent enforcement of, any or all of the terms or conditions of this Agreement.

#### **ARTICLE IX. COVENANT AGAINST CONTINGENT FEES**

- 9.1 UI warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount o f such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE X. ENTIRE AGREEMENT /AMENDMENT**

- 10.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement

may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

10.2 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

**ARTICLE XI. COMPLIANCE WITH LAWS**

11.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

**ARTICLE XII. CHOICE OF LAW AND VENUE**

12.1 To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

**ARTICLE XIII. SEVERABILITY**

13.1 In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**ARTICLE XIV. FINANCIAL DISCLOSURE**

14.1 TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the UI is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

**ARTICLE XV. AUDIT CLAUSE**

15.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the UI which relate to this Agreement, upon request.

15.2 TPCG and UI agree that TPCG can audit any documents/records of any nature related to this agreement at TPCG's expense, and UI shall produce the documents. UI shall not destroy any documents/records without prior approval of TPCG. The production of documents/records shall be within seventy-two (72) hours of the request.

**ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)**

16.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or UI as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the UI or TPCG, their successors or assigns for any further payments.

**ARTICLE XVII. DISCRIMINATION CLAUSE**

17.1 UI agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and UI agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. UI agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. UI acknowledges and agrees that any act of unlawful discrimination committed by UI, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XVIII. LEGAL COMPLIANCE**

18.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *e/ seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XIX. FORCE MAJEURE**

19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL**

20.1 UI certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is presently, nr at the time of such employment, an employee of the TPCG.

**ARTICLE XXI. Survival**

21.1 Any provision of the Contract which by its nature is intended to survive the termination or completion of the Contract will survive the termination or completion of the Contract.

**ARTICLE XXII. NOTICES**

22.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

22.1.1 Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

22.1.2. Unapologetically Intelligent.  
Attn: Jared Smith  
3734 Thomas Dr  
Houma LA 70363

**ARTICLE XXII. SIGNATURES**



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**IN WITNESS WHEREOF**, the parties hereto have caused tills Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the UI for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**UNAPOLOGETICALLY INTELLIGENT**

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

By: \_\_\_\_\_  
JARED SMITH (Date)  
DIRECTOR/PRESIDENT

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of TPCG, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

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

By: \_\_\_\_\_  
GORDON E. DOVE (Date)  
PRESIDENT

\* \* \* \* \*

OFFERED BY: MR. G. MICHEL  
SECONDED BY: MS. A. WILLIAMS

**RESOLUTION NO. 19-072**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HOUMA-TERREBONNE HOUSING AUTHORITY FOR THE PURPOSE OF MATCHING FUNDING TO OPERATE THE AFTER SCHOOL ENRICHMENT PROGRAM AT SENATOR CIRCLE

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

**WHEREAS**, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and,

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**WHEREAS**, TPCG believes that supporting the "After School Enrichment Program at Senator Circle" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

**WHEREAS**, the Authority is wanting to match TPCG with \$25,000 to be used towards the "Senator Circle Enrichment After School Program."

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into a Cooperative Endeavor Agreement pending legal approving proposed agreement.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND HOUMA-TERREBONNE HOUSING AUTHORITY.**

**ARTICLE I.**

3.0 This Agreement has been entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as "TPCG"), address 8026 Main Street, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government; and

**HOUMA-TERREBONNE HOUSING AUTHORITY** (herein sometimes referred to as "the Authority"), a public corporate body of the State of Louisiana, in good standing, whose address is 7491 Park Avenue, Houma, LA 70364, herein represented by its Executive Director, Nikki Gilton, as evidenced by attached Board Resolution;

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

1.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

1.2 WHEREAS, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

1.3 WHEREAS, the Terrebonne Parish Council passed Resolution No. 19-072 authorized funding to administer "Senator Circle Enrichment After School Program"; and

1.4 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further authorizes "the use of public funds for programs of social welfare for the aid and support of the needy"; and

1.5 WHEREAS, the Authority is wanting to match TPCG with \$25,000 to be used towards the "Senator Circle Enrichment After School Program."

1.7 NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and the Authority each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

**ARTICLE II. PURPOSE**

2.1 The purpose of this cooperative agreement between Terrebonne Parish Consolidated Government and the Authority is for the purpose of support of the needy and poor as defined by Louisiana Constitution Article VII, Section 14(B) (I) and Louisiana Revised Statutes 33: 1236(11) & 33:4563 by providing funding for the "Senator Circle Enrichment After School Program."

**ARTICLE III. SCOPE OF SERVICES**

3.1 The Authority shall donate twenty-five thousand (\$25,000) dollars to TPCG as matching for the "Enrichment After School Program at Senator Circle". The purpose is to give children opportunities to work with men and women who have similar backgrounds who can help introduce them to careers they may have interest in while providing tutoring and mentoring.

3.2 The program is dedicated to creating a space for children to find their path to "Excellence" by motivating them to take "Initiative in their own futures."

3.3 The program will be 3 eight week projects dedicated to photography and film making, music production and recorded, and creative writing and art design. **It will start March 18, 2019 and will run through September 9, 2019.**

3.4 TPCG has entered into a Cooperative Endeavor Agreement with Unapologetically Intelligent to administer the "Senator Circle Enrichment After School Program."

**ARTICLE IV. TERM**

4.1 The term of this Agreement is a one-time funded donation.

**ARTICLE V. TERMINATION**

5.1 This agreement shall be terminated under any or all of the following conditions:

5.1.1 By written mutual agreement and consent of the parties hereto.

5.1.2 For convenience: By thirty (30) days written notice by TPCG to the Authority.

5.1.3 For cause: By either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

**ARTICLE VI. INDEMNIFICATION**

- 6.1 To the fullest extent permitted by law THE AUTHORITY shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from breach of this agreement, injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way result from any damages sustained by an THE AUTHORITY participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of THE AUTHORITY, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by tile TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. THE AUTHORITY shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

**ARTICLE VII. NO WAIVER**

- 7.1 The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude tile subsequent enforcement of, any or all of the terms or conditions of this Agreement.

**ARTICLE VIII. COVENANT AGAINST CONTINGENT FEES**

- 8.1 The Authority warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount o f such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE IX. ENTIRE AGREEMENT/AMENDMENT**

- 9.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 9.2 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

**ARTICLE X. COMPLIANCE WITH LAWS**

- 10.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

**ARTICLE XI. CHOICE OF LAW AND VENUE**

- 11.1 To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

**ARTICLE XII. SEVERABILITY**

- 12.1 In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**ARTICLE XIII. FISCAL FUNDING (NON-APPROPRIATION)**

- 13.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or UI as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the UI or TPCG, their successors or assigns for any further payments.

**ARTICLE XIV. LEGAL COMPLIANCE**

- 14.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *e/seq.*) in carrying out the provisions of this Agreement.

**ARTICLE XV. FORCE MAJEURE**

- 15.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

**ARTICLE XVI. SURVIVAL**

- 16.1 Any provision of the Contract which by its nature is intended to survive the termination or completion of the Contract will survive the termination or completion of the Contract.

**ARTICLE XVII. NOTICES**

- 17.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

22.1.1 Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

22.1.2. Houma-Terrebonne Housing Authority

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Attn: Nikki Gilton  
7491 Park Avenue  
Houma, LA 70364

**ARTICLE XXII. SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused tills Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the Authority for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:  
AUTHORITY**

**HOUMA-TERREBONNE HOUSING**

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

By: \_\_\_\_\_  
NIKKI GILTON (Date)  
EXECUTIVE DIRECTOR

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of TPCG, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

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

By: \_\_\_\_\_  
GORDON E. DOVE (Date)  
PRESIDENT

\* \* \* \* \*

Upon questioning from Committee Member G. Michel regarding the ownership of the building, Parish Attorney J. Hebert gave a brief history of the American Legion Post 31 building; stating that, in his opinion, Terrebonne Parish Consolidated Government owns the land and the building.

Chief Financial Officer K. Mauldin explained that she is going to be in contact with the Risk Management Department to see whether or not the insurance on the American Legion Building can be added to the parish's insurance. She stated that, if the insurance can be added to the parish's insurance, there would be an amendment CEA (Cooperative Endeavor Agreement). The amount of the reimbursement for the insurance that the parish forwards to the American Legion would not have to be done anymore; stating that this would save the parish money.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. D. J. GUIDRY  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-073**

A RESOLUTION AUTHORIZING THE PARISH TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH LENOX-HOTARD AMERICAN LEGION POST 31 TO PARTIALLY FUND THE SERVICES AND OPERATIONS OF THE POST LOCATED AT 602 LEGION DRIVE IN THE AMOUNT OF \$30,000.

**WHEREAS**, Article VII, Section 14(c) of the Louisiana Constitution provides that, “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”, and

**WHEREAS**, the Lenox-Hotard American Legion Post 31 has been at this location since 1948, and

**WHEREAS**, TPCG and Lenox-Hotard American Legion Post 31 believe they can substantially benefit the health, safety and welfare of the veterans in Terrebonne and will serve a public purpose and have a public benefit commensurate with the costs.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that Parish President Gordon E. Dove is hereby authorized to enter into a Cooperative Endeavor Agreement pending legal review with Lenox-Hotard American Legion Post 31 for an amount not to exceed \$30,000.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

COOPERATIVE ENDEAVOR AGREEMENT FOR  
PROPERTY INSURANCE PREMIUM PAYMENT  
**BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND THE LENOX HOTARD POST #31 OF THE AMERICAN LEGION, INC.**

This agreement is entered into on the dates set forth herein by and between:

**I. PARTIES**

1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, with a mailing address of PO Box 2768, Houma LA 70361, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government (“TPCG”), by virtue of Terrebonne Parish Council Resolution No. 19-073; and

1.2. **THE LENOX HOTARD POST #31 OF THE AMERICAN LEGION, INC.** (“Legion Post”) a non-profit corporation, authorized to do and doing business in Terrebonne Parish, State of Louisiana, whose mailing address for these purposes is 602 Legion Avenue, Houma LA 70364, and represented herein by Lee Shaffer III, its Vice Commander, as per the attached Resolution of said corporation;

**II. PREAMBLES**

2.1. **WHEREAS**, Article VII, Section 14 of the Louisiana Constitution further provides that “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

2.2. **WHEREAS**, Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and

2.3. **WHEREAS**, the since 1925, Legion Post 31 has been a local Charter of the national American Legion, which was incorporated by Congress in 1919 as a patriotic veterans organization devoted to mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor, promoting strong national security, and continued devotion to America’s service members and veterans; and

2.4. **WHEREAS**, the Legion Post has requested TPCG to facilitate its mission by partially funding the services and operations of the Legion Post and the Louisiana Office of the Attorney General has consistently opined that support of local military service is consistent with the State Constitution; and

2.5. **WHEREAS**, in consideration for the payment, Legion Post has offered the use of the Legion Post’s facility to the TPCG at no cost; and

2.6. **WHEREAS**, the TPCG wishes to assist the Legion Post with these expenses to facilitate the Legion Post’s historical, cultural, and educational mission and so the Post may continue to promote benefits to local veterans and to the public and continue to educate the local citizens on historical military-related issues; and

2.7. **WHEREAS**, TPCG finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and



2.8. **NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and the Legion Post, represented herein by the undersigned, duly authorized to act herein respectively pursuant to the aforementioned authorities, agree to the following:

### **III. SCOPE OF SERVICES**

3.1. The Legion Post will provide benefits to local veterans and to the public and educate the local citizens on local historical military-related issues.

3.2. In consideration for the performance of the services specified in this Cooperative Endeavor Agreement and upon providing adequately documented requests for reimbursement, TPCG agrees to remit up to Thirty Thousand Dollars and NO/100 (\$30,000) to the Legion Post.

3.3. During the term of this agreement the remittance by TPCG to the Legion Post shall be allotted in accordance with the budget as follows:

- 3.4.1 Building Insurance, \$8,632
- 3.4.2 Utilities (water, gas, electricity, cable, phone, internet), \$10,182
- 3.4.3 Custodial Services, \$4,800
- 3.4.4 Lawn Maintenance, \$900
- 3.4.5 Postal Services, \$140
- 3.4.6 Banking Services, \$270
- 3.4.7 Repairs. \$5,066

3.4. Legion Post further agrees to allow TPCG use of the building for state of emergency purposes including staging of assets and other purposes agreed to by both parties at no cost. This right shall expire at midnight, December 31, 2019.

### **IV. TERMS**

The term of this agreement shall begin on January 1, 2019 and terminate December 31, 2019.

### **V. INSURANCE**

The Legion Post shall procure and maintain, for the duration of use, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the parties' obligations as set forth in this agreement and the parties' use of the building. Minimum insurance requirements are found in Addendum 1 which is attached and incorporated herein.

### **VI. INDEMNIFICATION**

6.1. Legion Post agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Legion Post, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of this Agreement or obligations herein entered into, including and as a result of any such claims, lawsuits and demands, Legion Post agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are

defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

6.2. In the event of joint and concurrent negligence of both the Legion Post and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto.

#### **VII. TERMINATION**

This agreement is temporary and shall terminate upon the satisfactory performance of the parties hereto, or upon the violation of the conditions of this agreement. This agreement may also be terminated by written mutual agreement and consent of TPCG and the Legion Post, or by thirty (30) days written notice by any party to the other. The Legion Post's obligations under this agreement shall remain in effect after termination.

#### **VIII. COMPLIANCE WITH LAWS**

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

#### **IX. CHOICE OF LAW**

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

#### **X. NON-APPROPRIATION**

Notwithstanding any provisions herein, in the event sufficient funds are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by TPCG giving notice to the Legion Post of such facts and the Parish's intention to terminate its obligation.

#### **XI. ASSIGNABILITY**

The parties shall not at any time assign this Agreement or part hereof, or any right or privilege granted hereby, without prior written consent of the other, which shall not be arbitrarily withheld. The provisions of the agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **XII. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

#### **XIII. AMENDMENT**

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

**XIV. NO WAIVER**

The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

**XV. NOTICES**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by 1) hand delivery; (2) first-class registered or certified mail with postage prepaid; (3) or overnight receipt courier service to the addresses of the parties first appearing above. The addresses may be changed by appropriate notice to the other party.

**XVI. FINANCIAL DISCLOSURE AND AUDIT**

16.1. All parties acknowledge that this Agreement involves a governmental entity. Therefore, each recipient may be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

16.2. All parties acknowledge that this Agreement involves a governmental entity. It is hereby acknowledged that the Louisiana law provides that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts which relate to this Agreement, upon request. Records shall be made available during normal working hours for this purpose.

**XVII. ENTIRE AGREEMENT**

This Agreement, including its attachments and its preambles, and any applicable state and federal laws pertinent hereto, comprises the complete and exclusive statement of the agreement of the Parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

**XVIII. SIGNATURES**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

17.1. THE LENOX HOTARD POST #31 OF THE AMERICAN LEGION, INC.:

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2019, before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of \_\_\_\_\_, Parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

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

By: Lee Shaffer  
Title: Commander

---

NOTARY PUBLIC

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2019 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne Parish, Louisiana after a thorough reading of the whole.

WITNESSES:

\_\_\_\_\_  
X: \_\_\_\_\_  
BY: GORDON E. DOVE, PARISH PRESIDENT

\_\_\_\_\_

---

NOTARY PUBLIC

\* \* \* \* \*

Ms. A. Williams moved, seconded by Mr. A. Marmande, “THAT, the Budget & Finance Committee introduce an ordinance to amend the 2019 Adopted Operating Budget, the 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and providing for related matters:

- I. General Fund Goodwill Industries, \$20,000
- II. 2019 Asphalt Overlay Project, \$6,043
- III. Bayou Terrebonne Pump Station, \$232,789
- IV. Drainage, \$-0-
  - a. add full time Mechanic II
  - b. delete full time Code Enforcement Officer
- V. Drainage, (\$8,233)
  - a. add full time GIS Manager
  - b. delete full time Engineering Analyst
  - c. delete full time Field Tech I

and call a public hearing on said matter on March 13, 2019 at 6:30 p.m.”

Upon questioning from Committee Member S. Trosclair pertaining to the Code Enforcement Officer, Chief Finance Officer K. Mauldin explained that the Code Enforcement position was an open-position in the Drainage Department; stating that they are in need of a mechanic and the two positions are being “switched”.

The Vice-Chairwoman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Vice-Chairwoman declared the motion adopted.

Committee Member A. Williams explained that the aforementioned Goodwill Industries Project is a project that is designed to help previously incarcerated individuals with re-entry back

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

into society and allow these individuals to have full time employment, as well as, other job training skills and benefits once an assessment is completed. She further explained that this is a partnership with Goodwill Industries, Terrebonne Parish Consolidated Government and other higher education partners in the area.

Dr. Kim Evans Rugon, PhD, Vice-President of Workforce Development & Industrial Advancement, Goodwill Industries of Southeastern Louisiana, addressed the Committee relative to the programs and opportunities that Goodwill Industries provides. She explained that the programs that they are initiating are funded in-part through monies received from the Governor's Reinvestment Dollars, which are funds that are set aside for individuals who were previously incarcerated and are ready for re-entry back in society. Dr. Rugon explained that a part-time Community Coordinator will be housed at the Goodwill Office on Martin Luther King Blvd. in Houma, LA to assist individuals with re-entry after an assessment has been completed. She also stated that the Community Coordinator will bring all of the area social service and governmental agencies together to create an alliance to help with anyone that is in touch with a re-entry client; stating that they will put together a packet to assess what the needs are and how those specific needs can be met.

Committee Members A. Williams and C. Duplantis-Prather thanked Dr. Rougon for all of her hard work in helping previously incarcerated individuals and explained that the aforementioned program designed by Goodwill Industries gives individuals hope after incarceration.

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. D. J. GUIDRY

**RESOLUTION NO. 19-074**

**WHEREAS**, on February 1, 2019 bids were received by the Terrebonne Parish Consolidated Government for BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory (12-Month Requirements Contract) for the Warehouse Division, and

**WHEREAS**, after careful review by Angela Guidry, Purchasing/Warehouse Manager, it has been determined that the bid of Economical Janitorial, & Paper Supplies LLC, for items on the attached listing is the lowest qualified bid and the bid of Pyramid School Products must be rejected for non-compliance with the "Requirements and Instructions for Bidders" , and

**WHEREAS**, should the awarded vendor be unable to supply the Warehouse Division with the required janitorial products the Division shall be authorized to award the item(s) to the next lowest qualified bidder, and

**WHEREAS**, Parish Administration has concurred with the recommendation that the bid of Economical Janitorial, & Paper Supplies LLC be accepted for BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory (12-Month Requirements Contract) and the bid of Pyramid School Products rejected as per the attached documents, and

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Parish Administration is approved for the purchase of janitorial products for the Warehouse inventory as per attached documents.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Bid 19-WHSE-02 Janitorial Inventory Economical Janitorial & Paper Supplies				
Item 1	COVERALL XLG PROSHIELD ALL IN ONE NEXGEN DUPNG122S WHITEXL OR EQUAL		Qty:1	\$ 120.17
Item 2	PUSHBROOM 24" PALMYRA BRISTLE WOOD BLOCK ABCO BH12003 OR EQUAL		Qty:30	\$ 6.34
Item 3	PUSHBROOM HANDLE METAL THREADED 60" ABCO HL80007 OR EQUAL		Qty:72	\$ 2.09
Item 4	STREET BROOM W/ HANDLE AND SUPPORT ABCO BH13001 OR EQUAL		Qty:24	\$ 10.80
Item 5	MOP HEAD RAYON 24 OZ SADDLE TYPE CUT END ABCO RM-30024 OR EQUAL		Qty:240	\$ 3.40
Item 6	QUART BOTTLE W/ TRIGGER GRAINGER 3U593 OR EQUAL		Qty:150	\$ 0.73
Item 7	MOP HANDLE SADDLE TYPE 60" METAL END ABCO 01203-NB OR EQUAL		Qty:36	\$ 4.27
Item 8	RAGS #25 COTTON COLORED T-SHIRT BAG ONLY ACADIANATS JAN-COLOR OR EQUAL		Qty:250	\$ 14.19
Item 9	LYSOL DISINFECTANT DEODORIZER CONCENTRATE 76187 RECKITT OR EQUAL		Qty:320	\$ 11.85
Item 10	SCOURING PAD BRILLS HEAVY DUTY STEEL SOS COX 88320 OR EQUAL		Qty:24	\$ 1.84
Item 11	SPRAY TRIGGER FOR QUART BOTTLE GRAINGER 3U594 OR EQUAL		Qty:50	\$ 0.35
Item 12	STAINLESS STEEL POLISH LIQUID SHEILA SHINE QUART CAN OR EQUAL		Qty:12	\$ 8.09
Item 13	MOP HOUSE COTTON 16 OZ WHITE ABCO CD50016 OR EQUAL		Qty:200	\$ 1.98
Item 14	BROOM WAREHOUSE STRAW 32# WEIGHT ABCO 00307NB OR EQUAL		Qty:12	\$ 5.51
Item 16	PAD 20" WHITE BUFFING ADVANCED A01-20 OR EQUAL		Qty:20	\$ 2.25
Item 17	BUFFING PAD 20" RED 1" THICK NIAGARA 3M OR EQUAL		Qty:10	\$ 2.25
Item 18	MOP HEAD 32 OZ. WHITE LOOPED RAYON WILEN 429-03 OR EQUAL		Qty:36	\$ 4.95
Item 20	GEL REFRESH AIR FRESHENER CHERRY REFRESH OR EQUAL		Qty:200	\$ 2.15
Item 21	GEL REFRESH AIR FRESHNER CITRUS REFRESH OR EQUAL		Qty:50	\$ 2.15
Item 22	GEL REFRESH AIR FRESHNER LEMON REFRESH OR EQUAL		Qty:40	\$ 2.15
Item 23	BROOM WAREHOUSE NO WIRE TWINE BINDING ROYAL BROO RB-9920NW OR EQUAL		Qty:48	\$ 4.67
Item 24	DISPATCH DISINFECTANT SPRAY 32 OZ CLOROX PRO 68970 OR EQUAL		Qty:24	\$ 9.95
Item 25	DISPATCH DISINFECTANT GALLON REFILL CLOROX PRO 68978 OR EQUAL		Qty:6	\$ 18.55
Item 27	SOAP DIAL 2.5 BAR ANTIBACTERIAL DIAL 00197 OR EQUAL		Qty:4000	\$ 0.24
Item 29	WIPES BOX REINFORCED WIPES 9.1 X 16.8" KC34790 WYPALL-X60 OR EQUAL		Qty:900	\$ 5.52
Item 30	BAG BROWN GARBAGE 16" X 12" X 36" 16X12X35 OR EQUAL		Qty:75	\$ 39.72
Item 31	CUP WATER CONE 4 OZ GENPACK W4F OR EQUAL		Qty:25	\$ 2.03
Item 32	TOWEL PAPER 2 PLY 11" X 8.8" (18/PALLET) Cascade 5K085A1		Qty:200	\$ 18.65
Item 33	TOWEL CENTER PULL 9" X 590 600 SHEETS SAC Turk 121204		Qty:700	\$ 24.69
Item 34	TISSUE ROLL TOILET 4" X 1000ft 2" CORE SAC Turk 12024402 OR EQUAL		Qty:500	\$ 26.45
Item 35	SOUFFLE CUPS 5.5 OZ SOLO UR55 OR EQUAL		Qty:10	\$ 45.06
Item 36	STYROFOAM TRAY SCHOOL TRAY PACTIV YTH10500 OR EQUAL		Qty:68	\$ 22.95
Item 37	TRASH RECEPTACLE CORRUGATED CARDBOARD 19X19X28 OR EQUAL		Qty:200	\$ 4.99
Item 38	APRON POLY DISPOSABLE 28" X 46" AMBITEX P2846 OR EQUAL		Qty:60	\$ 3.21
Item 39	ICE BAGS 20# INERNATION PBICE20WT OR EQUAL		Qty:5	\$ 48.78
Item 40	CARBON OFF HEAVY DUTY 19 OZ DISCOVERY 10619 OR EQUAL		Qty:1	\$ 12.14

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory (12-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2019

NAME OF BIDDER: Economical Janitorial AND Paper Supplies LLC

ADDRESS OF BIDDER: P.O. Box 23607  
New Orleans, LA. 70183-3607

NAME OF AUTHORIZED SIGNATORY BIDDER: Suzie Migliore

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) \*\*: Suzie Migliore

TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: 1/29/2019

\*\* Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



**ECONOMICAL JANITORIAL & PAPER SUPPLIES, INC.**

P.O. BOX 23607  
NEW ORLEANS, LA 70183  
(504) 464-7166  
FAX (504) 465-9563

January 30, 2019

Special Meeting of the Board of Directors of  
Economical Janitorial & Paper Supplies LLC

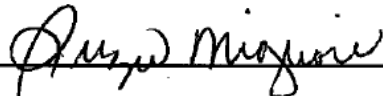
A special meeting of the Board of Directors was called on Wednesday, January 30, 2019  
at the offices of Economical Janitorial & Paper Supplies, LLC located at:

1420 Sams Avenue  
Suite F  
Harahan, LA 70123

Suzie Migliore was appointed chairperson of the meeting and a waiver of notice and of  
the reading of the previous meeting minutes was approved by all present which included  
all directors.

The purpose of this meeting was to authorize Suzie Migliore, President of Economical  
Janitorial & Paper Supplies, LLC to bid solicitation TPCG Bid 19-WHSE-02 Purchase of  
New/Unused Janitorial Inventory (12-Month Requirements Contract) FOR Terrebonne  
Parish Consolidated Government.

All present voted to authorize the above and being no further business the chairperson  
adjourned the meeting.

  
\_\_\_\_\_  
Suzie Migliore

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "B"

(Must be completed and uploaded as an attachment with bid)

The following item listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

Phone: 225-810-4814.

<http://www.centralauctionhouse.com/rfp.php?cid=65>

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
1	1	CS'	'COVERALL XLG PROSHIELD ALL IN ONE NEXGEN DUPNG122S WHITEXL OR EQUAL';	10 working
2	30	'EA'	'PUSHBROOM 24" PALMYRA BRISTLE WOOD BLOCK ABCO BH12003 OR EQUAL';	3 working
3	72	'EA'	'PUSHBROOM HANDLE METAL THREADED 60" ABCO HL80007 OR EQUAL';	3 working
4	24	'EA'	'STREET BROOM W/ HANDLE AND SUPPORT ABCO BH13001 OR EQUAL';	3 working
5	240	'EA'	'MOP HEAD RAYON 24 OZ SADDLE TYPE CUT END ABCO RM-30024 OR EQUAL';	10 working
6	150	'EA'	'QUART BOTTLE W/ TRIGGER GRAINGER 3U593 OR EQUAL';	3 working
7	36	'EA'	'MOP HANDLE SADDLE TYPE 60" METAL END ABCO 01203-NB OR EQUAL';	3 working
8	250	'EA'	'RAGS #25 COTTON COLORED T-SHIRT BAG ONLY ACADIANATS JAN-COLOR OR EQUAL';	3 working
9	320	'GL'	'LYSOL DISINFECTANT DEODORIZER CONCENTRATE 76187 RECKITT OR EQUAL';	3 working
10	24	'BX'	'SCOURING PAD BRILLO HEAVY DUTY STEEL SOS COX 88320 OR EQUAL';	3 working
11	50	'EA'	'SPRAY TRIGGER FOR QUART BOTTLE GRAINGER 3U594 OR EQUAL';	3 working
12	12	'EA'	'STAINLESS STEEL POLISH LIQUID SHEILA SHINE QUART CAN OR EQUAL';	3 working
13	200	'EA'	'MOP HOUSE COTTON 16 OZ WHITE ABCO CD50016 OR EQUAL';	3 working
14	12	'EA'	'BROOM WAREHOUSE STRAW 32# WEIGHT ABCO 00307NB OR EQUAL';	10 working
15	320	'EA'	'AIR FRESHENER AEROSOL ASSORTED 20 OZ SPARTAN AIRLIFT OR EQUAL';	3 working
16	20	'EA'	'PAD 20" WHITE BUFFING ADVANCED A01-20 OR EQUAL';	3 working
17	10	'EA'	'BUFFING PAD 20" RED 1" THICK NIAGARA 3M OR EQUAL';	3 working
18	36	'EA'	'MOP HEAD 32 OZ. WHITE LOOPED RAYON WILEN 429-03 OR EQUAL';	3 working
19	240	'EA'	'FOAM BATHROOM CLEANER SPARTAN 634300 OR EQUAL';	3 working

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
20	200	'EA'	'GEL REFRESH AIR FRESHENER CHERRY REFRESH OR EQUAL';	<i>3 working</i>
21	50	'EA'	'GEL REFRESH AIR FRESHENER CITRUS REFRESH OR EQUAL';	<i>3 working</i>
22	40	'EA'	'GEL REFRESH AIR FRESHENER LEMON REFRESH OR EQUAL';	<i>3 working</i>
23	48	'EA'	'BROOM WAREHOUSE NO WIRE TWINE BINDING ROYAL BROO RB-9920NW OR EQUAL';	<i>3 working</i>
24	24	'BT'	'DISPATCH DISINFECTANT SPRAY 32 OZ CLOROX PRO 68970 OR EQUAL';	<i>3 working</i>
25	6	'GL'	'DISPATCH DISINFECTANT GALLON REFILL CLOROX PRO 68978 OR EQUAL';	<i>3 working</i>
26	100	'BT'	IVORY SNOW WASHING DETERGENT IVORY SNOW 25 OZ OR EQUAL';	<i>3 working</i>
27	4000	'EA'	'SOAP DIAL 2.5 BAR ANTIBACTERIAL DIAL 00197 OR EQUAL';	<i>3 working</i>
28	4	'GL'	'ANTIBACTERIAL FOAM HAND SOAP STARTAN E2 OR EQUAL';	<i>3 working</i>
29	900	'BX'	'WIPES BOX REINFORCED WIPES 9.1 X 16.8" KC34790 WYPALL-X60 OR EQUAL';	<i>3 working</i>
30	75	'PK'	'BAG BROWN GARBAGE 16" X 12" X 36" 16X12X35 OR EQUAL';	<i>20 working</i>
31	25	'PK'	'CUP WATER CONE 4 OZ GENPACK W4F OR EQUAL';	<i>3 working</i>
32	200	'CS'	TOWEL PAPER 2 PLY 11" X 8.8" (18/PALLET) Cascade 5K085A1 or EQUAL	<i>3 working</i>
33	700	'CS'	TOWEL CENTER PULL 9" X 590' 600 SHEETS SCA Tork 121204 or EQUAL	<i>3 working after initial award</i>
34	500	'CS'	TISSUE ROLL TOILET 4" X 1000' 2" CORE SCA Tork 12024402 or EQUAL	<i>3 working after initial award</i>
35	10	'CS'	'SOUFFLÉ CUPS 5.5 OZ SOLO UR55 OR EQUAL';	<i>3 working</i>
36	68	'CS'	'STYROFOAM TRAY SCHOOL TRAY PACTIV YTH10500 OR EQUAL';	<i>3 working</i>
37	200	'EA'	'TRASH RECEPTACLE CORRUGATED CARDBOARD 19X19X28 OR EQUAL';	<i>3 working</i>
38	60	'BX'	'APRON POLY DISPOSABLE 28"X46" AMBITEX P2846 OR EQUAL';	<i>3 working</i>
39	5	'CS'	'ICE BAGS 20# INERNATION PBICE20WT OR EQUAL';	<i>3 working</i>
40	1	'EA'	'CARBON OFF HEAVY DUTY 19 OZ DISCOVERY 10619 OR EQUAL';	<i>3 working</i>

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

Toggle navigation

- [Home](#)
- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
  - [Create New Listing](#)
  - [Create New Forward Auction](#)
  - [Create New TPCG-MS](#)
- [Logout \(tpcg\)](#)

*No prices in fields  
Provided on CAH  
Pricing inserted  
in wrong area*

**Central Bidding Time:** Fri February 01, 2019 2:10:18 PM GMT-6

Location: **TAMPA > Florida > USA**  
Name: **LARRY MILLER**  
Email: **BIDS@PYRAMIDSP.COM**  
Address: **6510 N. 54TH ST.**  
Zip code: **33610-1908**  
Contact number: **8007922644**  
Official Company/Business Name: **PYRAMID SCHOOL PRODUCTS**  
Is your company/organization registered as a Disadvantaged Business Enterprise (DBE)?: **No**  
Is your company owned by a female?: **No**  
Is your company owned by a minority?: **No**  
Contractor's License Number/Certificate of Responsibility Requirement Number:   
NIGP Codes: (Commodity code categories) **42013 - Children's Furniture (Incl. Stackable Types) (See 41054 for Hospital Types)**  
**42086 - Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type:**

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory (12-Month Requirements Contract)

**INDIVIDUAL AWARD:** It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2019

NAME OF BIDDER: Pyramid School Products

ADDRESS OF BIDDER: 6510 North 54th Street  
Tampa, Florida 33610-1908  
(AC 813) 621-6446  
Toll Free) 800-792-2644  
(Fax) 813-621-7588

NAME OF AUTHORIZED SIGNATORY BIDDER: Kenneth D. Miller

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) \*\*: Kenneth D. Miller

TITLE OF AUTHORIZED SIGNATORY BIDDER: Vicepres.

DATE: 1-30-19

\*\* Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "B"

PLEASE SEND US  
A COPY OF RECAP  
THANK YOU!

(Must be completed and uploaded as an attachment with bid)

The following item listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

Phone: 225-810-4814.

<http://www.centralauctionhouse.com/rfp.php?cid=65>

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
1	1	CS'	'COVERALL XLG PROSHIELD ALL IN ONE NEXGEN DUPNG122S WHITE XL OR EQUAL';	price NO BID
2	30 (12 EA/ctn. Full ctg only)	'EA'	'PUSHBROOM 24" PALMYRA BRISTLE WOOD BLOCK ABCO BH12003 OR EQUAL';	5.39 10-14 Day
3	72	'EA'	'PUSHBROOM HANDLE METAL THREADED 60" ABCO HL80007 OR EQUAL';	1.99
4	24	'EA'	'STREET BROOM W/ HANDLE AND SUPPORT ABCO BH13001 OR EQUAL';	9.98
5	240	'EA'	'MOP HEAD RAYON 24 OZ SADDLE TYPE CUT END ABCO RM-30024 OR EQUAL';	3.59
6	150	'EA'	'QUART BOTTLE W/ TRIGGER GRAINGER 3U593 OR EQUAL';	.79
7	36 (12 EA/ctn. Full ctg only)	'EA'	'MOP HANDLE SADDLE TYPE 60" METAL END ABCO O1203-NB OR EQUAL';	4.21
8	250	'EA'	'RAGS #25 COTTON COLORED T-SHIRT BAG ONLY ACADIANATS JAN-COLOR OR EQUAL';	18.99 @25 ctg
9	320	'GL'	'LYSOL DISINFECTANT DEODORIZER CONCENTRATE 76187 RECKITT OR EQUAL';	NO BID
10	24 (12 BX of 10)	'EA'	'SCOURING PAD BRILLO HEAVY DUTY STEEL SOS, COX 88320 OR EQUAL';	1.67
11	50	'EA'	'SPRAY TRIGGER FOR QUART BOTTLE GRAINGER 3U594 OR EQUAL';	.47
12	12 (12 @ 1/2 lbs. Full ctg only)	'EA'	'STAINLESS STEEL POLISH LIQUID SHEILA SHINE QUART CAN OR EQUAL';	10.89
13	200 (12 EA/ctn. Full ctg only)	'EA'	'MOP HOUSE COTTON 16 OZ WHITE ABCO CD50016 OR EQUAL';	2.04
14	12	'EA'	'BROOM WAREHOUSE STRAW 32# WEIGHT ABCO 00307NB OR EQUAL';	5.69
15	320	'EA'	'AIR FRESHENER AEROSOL ASSORTED 20 OZ SPARTAN AIRLIFT OR EQUAL';	2.43
16	20 (5 EA/ctn. Full ctg only)	'EA'	'PAD 20" WHITE BUFFING ADVANCED A01-20 OR EQUAL';	2.19
17	10	'EA'	'BUFFING PAD 20" RED 1" THICK NIAGARA 3M OR EQUAL';	2.19
18	36 (12 EA/ctn. Full ctg only)	'EA'	'MOP HEAD 32 OZ. WHITE LOOPED RAYON WILEN 429-03 OR EQUAL';	4.39
19	240	'EA'	'FOAM BATHROOM CLEANER SPARTAN 634300 OR EQUAL';	NO BID

BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory Products (12-Month Requirements Contract)

14

Pyramid School Products  
6510 North 54th Street  
Tampa, Florida 33610-1908

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
20	200 (72 ea/cn. Full cs only)	'EA'	'GEL REFRESH AIR FRESHENER CHERRY REFRESH OR EQUAL'; Fresh # 2 REF-Cherry	price 2.07
21	50	'EA'	'GEL REFRESH AIR FRESHENER CITRUS REFRESH OR EQUAL'; # 2 REF-Citrus	2.07
22	40	'EA'	'GEL REFRESH AIR FRESHENER LEMON REFRESH OR EQUAL'; # 2 REF-Lemon	2.07
23	48 (12 ea/cn. Full cs only)	'EA'	'BROOM WAREHOUSE NO WIRE TWINE BINDING BOYAL BROO RB-9920NW OR EQUAL'; ABCO # BR3045JHL	4.62
24	24 (6 Boxes/case Full cs only)	'BT'	'DISPATCH DISINFECTANT SPRAY 32 OZ CLOROX PRO 68970 OR EQUAL';	14.98
25	6 (4 Gal/case. Full cs only)	'GL'	'DISPATCH DISINFECTANT GALLON REFILL CLOROX PRO 68978 OR EQUAL';	28.79
26	100	'BT'	IVORY SNOW WASHING DETERGENT IVORY SNOW 25 OZ OR EQUAL';	NO BID
27	4000 (200 ea/cn. Full cs only)	'EA'	'SOAP DIAL 2.5 BAR ANTIBACTERIAL DIAL 00197 OR EQUAL';	.26
28	4	'GL'	'ANTIBACTERIAL FOAM HAND SOAP STARTAN E2 OR EQUAL';	NO BID
29	900 (BX of 126) (10 BX/cs. Full cs only)	'PK'	'WIPES BOX REINFORCED WIPES 9.1 X 16.8 KC34790 WYPALL-X60 OR EQUAL';	7.98
30	75	'PK'	'BAG BROWN GARBAGE 16" X 12" X 36" 16X12X35 OR EQUAL';	NO BID
31	25 (PK of 200) (25 Pks/cs. Full cs only)	'PK'	'CUP WATER CONE 4 OZ GENPACK W4F OR EQUAL'; Kenie # KCT45KR	1.98
32	200	'CS'	TOWEL PAPER 2 PLY 11" X 8.8" (18/PALLET) Cascade SK085A1 or EQUAL	NO BID
33	700	'CS'	TOWEL CENTER PULL 9" X 590' 600 SHEETS SCA Tork 121204 or EQUAL	
34	500	'CS'	TISSUE ROLL TOILET 4" X 1000' 2" CORE SCA Tork 12024402 or EQUAL	
35	10	'CS'	'SOUFFLÉ CUPS 5.5 OZ SOLO UR55 OR EQUAL';	
36	68	'CS'	'STYROFOAM TRAY SCHOOL TRAY PACTIV YTH10500 OR EQUAL';	
37	200	'EA'	'TRASH RECEPTACLE CORRUGATED CARDBOARD 19X19X28 OR EQUAL';	
38	60 (BX of 100) (10 Boxes Full cs only)	'EA'	'APRON POLY DISPOSABLE 28"X45" AMBITEX P2846 OR EQUAL';	3.39
39	5	'CS'	'ICE BAGS 28# INERNATION PBICE20WT OR EQUAL';	NO BID
40	1	'EA'	'CARBON OFF HEAVY DUTY 19 OZ DISCOVERY 10619 OR EQUAL';	

Pyramid School Products  
6510 North 54th Street  
Tampa, Florida 33610-1908

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory (12-Month Requirements Contract)

**INDIVIDUAL AWARD:** It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.


The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2019

NAME OF BIDDER: Quill LLC

ADDRESS OF BIDDER: 100 SCHEFTER ROAD

LINCOLNSHIRE, IL 60069

NAME OF AUTHORIZED SIGNATORY BIDDER: Romi Moormeier

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) \*\*: 

TITLE OF AUTHORIZED SIGNATORY BIDDER: National Sales Manager

DATE: 1/29/2019

\*\* Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



John Steen  
Secretary of State

**Office of the Secretary of State**

**Certificate of Fact**

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for QUILL CORPORATION, authorized under the name TEXAS QUILL CORPORATION (file number 11211406), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on October 10, 1996.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 21, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

Phone: (512) 463-5555  
Prepared by: SOS-WEB

*Come visit us on the internet at <http://www.sos.state.tx.us/>*  
Fax: (512) 463-5709  
TID: 10264

Dial: 7-1-1 for Relay Services  
Document: 486713690004



100 Schelter Road  
Lincolnshire, IL 60069  
P: 800.634.4809 x6295  
F: 800.789.2016  
www.quill.com

### Certificate of Authority


The undersigned officer of Quill LLC (the "Company") hereby certifies and that the below-named employees of the Company are authorized and empowered to make, enter into, sign, seal and deliver in behalf of the Company a contract for office and school supplies and a performance bond in connection with such contract:

Sergio Pereira	Senior Vice President
Kevin Wood	Vice President of Customer Sales and Marketing
Kayle Sieber	Vice President of Product/Promo & GTM
Kaylynn Rudy	Director of Sales
Karrie Szalkowski	National Sales Manager
Romi Moormeier	National Sales Manager

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on January 29th, 2019.

  
\_\_\_\_\_  
Signature  
Romi Moormeier, National Sales Manager  
Print Name & Title

\_\_\_\_\_  
Corporate Seal



January 2019

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Quill LLC

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
20	200	'EA'	'GEL REFRESH AIR FRESHENER CHERRY REFRESH OR EQUAL';	
21	50	'EA'	'GEL REFRESH AIR FRESHENER CITRUS REFRESH OR EQUAL';	2-7 BUS. DAYS
22	40	'EA'	'GEL REFRESH AIR FRESHENER LEMON REFRESH OR EQUAL';	
23	48	'EA'	'BROOM WAREHOUSE NO WIRE TWINE BINDING ROYAL BROO RB-9920NW OR EQUAL';	
24	24	'BT'	'DISPATCH DISINFECTANT SPRAY 32 OZ CLOROX PRO 68970 OR EQUAL';	
25	6	'GL'	'DISPATCH DISINFECTANT GALLON REFILL CLOROX PRO 68978 OR EQUAL';	
26	100	'BT'	IVORY SNOW WASHING DETERGENT IVORY SNOW 25 OZ OR EQUAL';	
27	4000	'EA'	'SOAP DIAL 2.5 BAR ANTIBACTERIAL DIAL 00197 OR EQUAL';	
28	4	'GL'	'ANTIBACTERIAL FOAM HAND SOAP STARTAN E2 OR EQUAL';	2-7 BUS. DAYS
29	900	'BX'	'WIPES BOX REINFORCED WIPES 9.1 X 16.8" KC34790 WYPALL-X60 OR EQUAL';	2-7 BUS. DAYS
30	75	'PK'	'BAG BROWN GARBAGE 16" X 12" X 36" 16X12X35 OR EQUAL';	
31	25	'PK'	'CUP WATER CONE 4 OZ GENPACK W4F OR EQUAL';	
32	200	'CS'	TOWEL PAPER 2 PLY 11" X 8.8" (18/PALLET) Cascade SK085A1 or EQUAL	2-7 BUS. DAYS
33	700	'CS'	TOWEL CENTER PULL 9" X 590' 600 SHEETS SCA Tork 121204 or EQUAL	2-7 BUS. DAYS
34	500	'CS'	TISSUE ROLL TOILET 4" X 1000' 2" CORE SCA Tork 12024402 or EQUAL	2-7 BUS. DAYS
35	10	'CS'	'SOUFFLÉ CUPS 5.5 OZ SOLO UR55 OR EQUAL';	2-7 BUS. DAYS
36	68	'CS'	'STYROFOAM TRAY SCHOOL TRAY PACTIV YTH10500 OR EQUAL';	2-7 BUS. DAYS
37	200	'EA'	'TRASH RECEPTACLE CORRUGATED CARDBOARD 19X19X28 OR EQUAL';	
38	60	'BX'	'APRON POLY DISPOSABLE 28"X46" AMBITEX P2846 OR EQUAL';	2-7 BUS. DAYS
39	5	'CS'	'ICE BAGS 20# INERNATION PBICE20WT OR EQUAL';	
40	1	'EA'	'CARBON OFF HEAVY DUTY 19 OZ DISCOVERY 10619 OR EQUAL';	

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Quill LLC

OFFICIAL BID FORM  
SECTION "B"

(Must be completed and uploaded as an attachment with bid)

The following item listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

Phone: 225-810-4814.

<http://www.centrauctionhouse.com/rfp.php?cid=65>

Item	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
1	1	CS'	'COVERALL XLG PROSHIELD ALL IN ONE NEXGEN DUPNG1225 WHITEXL OR EQUAL';	2-7 BUSINESS DAYS
2	30	'EA'	'PUSHBROOM 24" PALMYRA BRISTLE WOOD BLOCK ABCO BH12003 OR EQUAL';	2-7 BUS DAYS
3	72	'EA'	'PUSHBROOM HANDLE METAL THREADED 60" ABCO HL80007 OR EQUAL';	2-7 BUS DAYS
4	24	'EA'	'STREET BROOM W/ HANDLE AND SUPPORT ABCO BH13001 OR EQUAL';	
5	240	'EA'	'MOP HEAD RAYON 24 OZ SADDLE TYPE CUT END ABCO RM-30024 OR EQUAL';	
6	150	'EA'	'QUART BOTTLE W/ TRIGGER GRAINGER 3U593 OR EQUAL';	
7	36	'EA'	'MOP HANDLE SADDLE TYPE 60" METAL END ABCO 01203-NB OR EQUAL';	2-7 BUS. DAYS
8	250	'EA'	'RAGS #25 COTTON COLORED T-SHIRT BAG ONLY ACADIANATS JAN-COLOR OR EQUAL';	
9	320	'GL'	'LYSOL DISINFECTANT DEODORIZER CONCENTRATE 76187 RECKITT OR EQUAL';	2-7 BUS. DAYS
10	24	'BX'	'SCOURING PAD BRILLO HEAVY DUTY STEEL SOS COX 88320 OR EQUAL';	2-7 BUS DAYS
11	50	'EA'	'SPRAY TRIGGER FOR QUART BOTTLE GRAINGER 3U594 OR EQUAL';	2-7 BUS DAYS
12	12	'EA'	'STAINLESS STEEL POLISH LIQUID SHEILA SHINE QUART CAN OR EQUAL';	2-7 BUS DAYS
13	200	'EA'	'MOP HOUSE COTTON 16 OZ WHITE ABCO CD50016 OR EQUAL';	2-7 BUS DAYS
14	12	'EA'	'BROOM WAREHOUSE STRAW 32# WEIGHT ABCO 00307NB OR EQUAL';	
15	320	'EA'	'AIR FRESHENER AEROSOL ASSORTED 20 OZ SPARTAN AIRLIFT OR EQUAL';	2-7 BUS DAYS
16	20	'EA'	'PAD 20" WHITE BUFFING ADVANCED A01-20 OR EQUAL';	
17	10	'EA'	'BUFFING PAD 20" RED 1" THICK NIAGARA 3M OR EQUAL';	
18	36	'EA'	'MOP HEAD 32 OZ. WHITE LOOPED RAYON WILEN 429-03 OR EQUAL';	
19	240	'EA'	'FOAM BATHROOM CLEANER SPARTAN 634300 OR EQUAL';	2-7 BUS DAYS

BID 19-WHSE-02 Purchase of New/ Unused Janitorial Inventory Products (12-Month Requirements Contract)

14

\* \* \* \* \*

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFERED BY: MR. G. MICHEL  
SECONDED BY: MR. D. W. GUIDRY, SR.

**RESOLUTION NO: 19-075**

**WHEREAS**, on January 15, 2019 bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway, and

**WHEREAS**, after careful review by the Purchasing Division, Tommy LeCompte, Electric Distribution Superintendent and Ernest Brown, Utilities Director it has been determined that the lowest qualified bid is that of Stuart C. Irby Co. in the amount of One Hundred Six Thousand, Three Hundred Five Dollars and Twenty Cents (\$106,305.20) and the bids of Bayou Black Electric Supply, Techline Inc., Scurlock Electric LLC, and Production Distribution Company must be rejected for failure to comply with the "Requirements and Instructions for Bidders" and/or specifications, and

**WHEREAS**, Parish Administration concurs with the recommendation to award Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway to Stuart C. Irby Co. and rejects the aforementioned bidders for non-compliance, and

**NOW, THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be accepted for the purchase of LED Teardrop Luminaries, as per attached documents.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for  
 Bayou Country Sports Park Roadway  
 DATE: January 15, 2019 @ 2:00 P.M.

<b>BIDDER:</b>	<b>Unit Price/Total Price</b>
<u>Stuart C. Irby Co.</u>	<u>Item #1 - \$972.62</u> <u>Item #2 - \$1,240.00</u> <u>Item #3 - \$445.00</u> <u>Total = \$106,305.20</u>
<u>Reulet Electric Supplies</u>	<u>Item #1 - \$1,013.25</u> <u>Item #2 - \$1,319.04</u> <u>Item #3 - \$428.13</u> <u>Total = \$110,376.80</u>
<u>Techline, Inc.</u>	<u>Item #1 - \$960.00</u> <u>Item #2 - \$1,220.00</u> <u>Item #3 - \$440.00</u> <u>Total = \$104,800.00</u>
<u>Production Distribution Co.</u>	<u>Item #1 - \$782.59</u> <u>Item #2 - \$1,805.10</u> <u>Item #3 - \$included in pole price</u> <u>Total = \$103,507.60</u>

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: Stuart G. Irby  
7984 S. Commerce Ave  
Baton Rouge, LA 70815  
PHONE: 225-927-4050  
EMAIL: randy@irby.com

**Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway**

Delivery shall be within 91 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2018

Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K, Type III, with Photocontrol - <u>Holophane</u>	<u>MPL2P10S40KASBKTG3PRPCLLS</u> or equal	\$972.63	\$38,905.20
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series <u>RTASL16AYS13-SCP-RSB-9454</u> or equal	<u>P&amp;K R-TA SL 16x4 13-SCP RSB 9454</u>	\$1240.00	\$49,600.00
3	40	Decorative Lighting Pole Base - <u>P&amp;K/Bridgewater</u> series or equal	<u>P&amp;K Base</u>	\$445.00	\$17,800.00
					TOTAL
					\$106,305.20
Total Written in Words: <u>One hundred six thousand three hundred five dollars and twenty cents.</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: Stuart G. Irby Co.  
ADDRESS OF BIDDER: 7984 S. Commerce Ave  
Baton Rouge, LA 70815  
NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Tracy Johnson

Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries

8

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* Tracy Johnson  
TITLE OF AUTHORIZED SIGNATORY BIDDER: Branch operations manager  
DATE: 4/11/19

\*\* Signature Authorization (Required by ALL Bidders): Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



STUART C. IRBY CO.  
ELECTRICAL DISTRIBUTOR


April 4, 2014

To Whom It May Concern:

This letter is to inform you that Tracy Johnson has the authority to sign and submit bids for Stuart C. Irby Co.

Should you require additional information, or if I can be of further assistance, please contact me.

Sincerely,

  
John Honigfort  
Vice President – Finance



STUART C. IRBY CO.  
ELECTRICAL DISTRIBUTOR

November 27, 2018

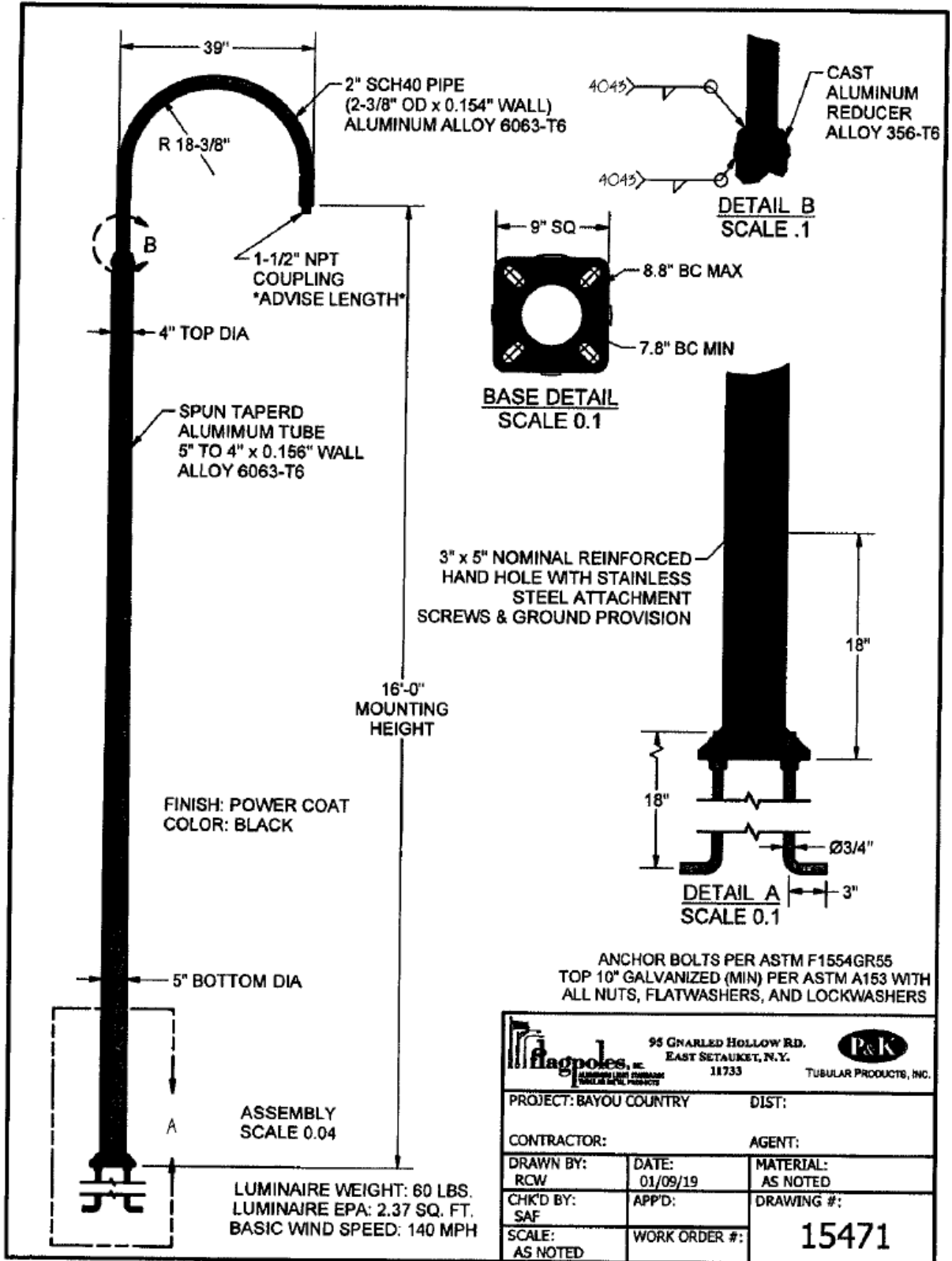
Irby is quoting the following Manufacturer part numbers:

Holophane #MPL2P10S40KASBKTG3PRPCLLSS  
P&K #RTA5L16AYS13-SCP-RSB-9454 (PLUS BASE)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Appendix B Product Submittal Form:  
 Complete for Each Luminaire Submitted

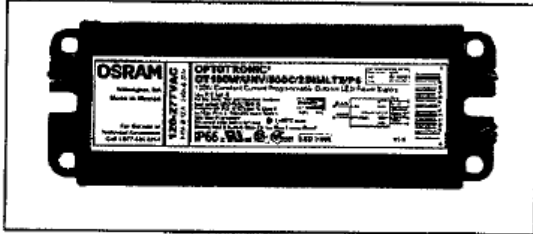
Luminaire designation	Teardrop LED		
Luminaire manufacturer	Halo phant		
Luminaire model number	MPL2 P105 40K AS BK T63 PR PLL 55		
Nominal IBS (IM-15) BUG ratings	B = 1	U = 2	G = 2
Product family testing	<input checked="" type="checkbox"/> Submitted product is identical to tested product		<input type="checkbox"/> Submitted product differs from tested product(s) as explained in attached letter
Housing finish color	Black		
Light nominal pipe size	1.5		inches
Nominal luminaire weight	60		lb
Nominal luminaire EPA	2.37		ft <sup>2</sup>
Nominal luminaire input voltage	120-277		V
Control interface	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ANSI C136.10 (3-pin)	<input type="checkbox"/> ANSI C136.41, 5-pin
LED driver	<input type="checkbox"/> Not dimmable	<input checked="" type="checkbox"/> Dimmable, 0-10V (IEC 60929)	<input type="checkbox"/> Dimmable, DALI (IEC 62386)
Electrical immunity--ANSI C136.2 combination wave test level	<input type="checkbox"/> Basic (6kV / 3kA)	<input checked="" type="checkbox"/> Enhanced (10kV / 5kA)	<input type="checkbox"/> Elevated (20kV / 10kA)
Upon failure of electrical immunity system	<input checked="" type="checkbox"/> Possible disconnect		<input type="checkbox"/> No possible disconnect
ANSI C136.3 vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)		<input type="checkbox"/> Level 2 (bridge/overpass)
Thermal management	<input type="checkbox"/> Liquids or moving parts		<input checked="" type="checkbox"/> No liquids or moving parts
Luminaire warranty period	5		Years
Rated life of LED driver (L70)	100,000		Hours
LED L70 life (L70)			Hours
LED lumen maintenance**	<input type="checkbox"/> Reported (restricted)		<input checked="" type="checkbox"/> Calculated (unrestricted)
MA5/100,000 LED lumen (L50)	Acuity		
	Nominal value	Tolerance (%)	
Luminaire input power--initial	57	W	less than 1 W
Luminaire input power--maintained**	57	W	less than 1 W
LED drive current--initial	530	mA	less than 1 mA
LED drive current--maintained**	530	mA	less than 1 mA
Initial LED T <sub>c</sub>	40	°C	
LED lumen maintenance**	0.75 @ 100,000 hrs	%	
CCT	4000	K	+/- 5% K
Additional product description			



		95 GNARLED HOLLOW RD. EAST SETAUKET, N.Y. 11733	
PROJECT: BAYOU COUNTRY		DIST:	
CONTRACTOR:		AGENT:	
DRAWN BY: RCW	DATE: 01/09/19	MATERIAL: AS NOTED	
CHK'D BY: SAF	APP'D:	DRAWING #:  <div style="font-size: 24pt; font-weight: bold;">15471</div>	
SCALE: AS NOTED	WORK ORDER #:		

www.osram.us/OPTOTRONIC

## OPTOTRONIC® LED Power Supply OT100W/UNV/800C/2DIMLT2/P6 - Technical Specifications



### ELECTRICAL SPECIFICATIONS

Input		
Input Voltage (VAC)	120V-277V (+/- 10%)	
Frequency Range (Hz)	50 - 60 Hz (+/- 10%)	
	<b>120V</b>	<b>277V</b>
Input Current (A)	0.95	0.40
THD @ Full load	<10%	<10%
Power Factor @ Full load	>0.95	>0.95
Efficiency @ Full load	≥89%	≥91%
Inrush Current (A <sub>pk</sub> )	59A, 147µs	131A, 155µs
Output		
Output Current (mA)	350-800mA (1mA step) 530mA default	
Output Voltage (VDC)	50-185VDC	
Output Ripple Current	< 15% @ 800mA	
Max. Output power (W)	100W	
LED Power-up time	< 0.5sec	
Load Regulation	< 5%	
Line Regulation	< 5%	
Over voltage protection	Yes, non- latching	
Over load protection	Power fold back @105W	
Output short-circuit protection	Yes, non- latching	
Over Temperature Protection	Yes, Foldback at 100°C, Auto Recovery	
Dimming		
Dimming Control	0 - 10V (Isolated)* AstroDIM	
Dimming Range	10-100% (50mA min)	
Dimming Type	Analog	
Source/Sink Current	1mA	

### GENERAL INFORMATION

Item Number	79368
Type	Constant Current
Output Power	100W (Max.)
Programming tool	51645; Software
Programmable features	Output current
	Dimming level
	LED thermal protection
	AstroDIM
	LEDSet Gen2
	Constant Lumen output
	End of life indicator

### ELECTRICAL SPECIFICATIONS

LED thermal protection (NTC)	
NTC value active range	≤ 25kΩ
Output level minimum	User defined

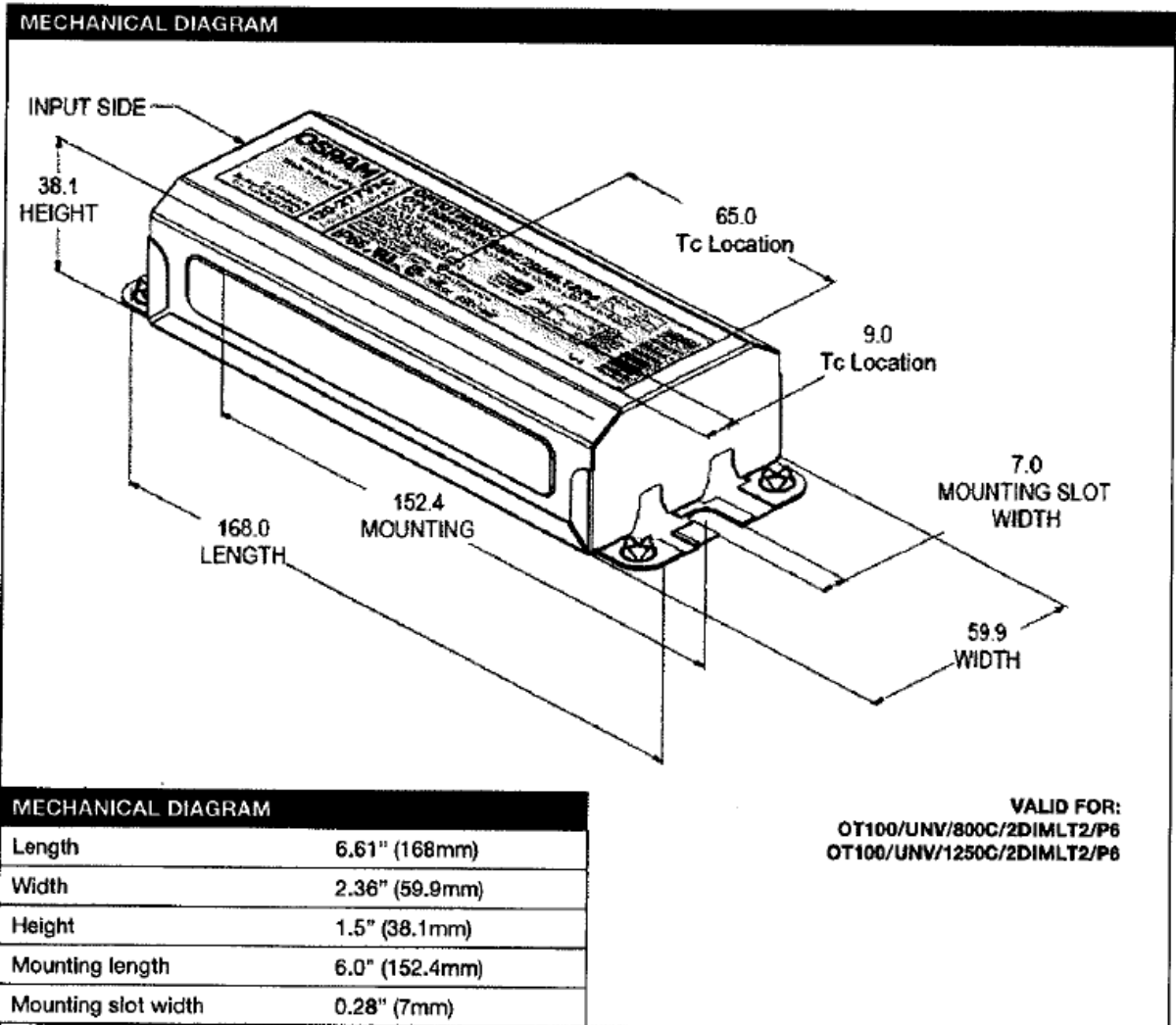
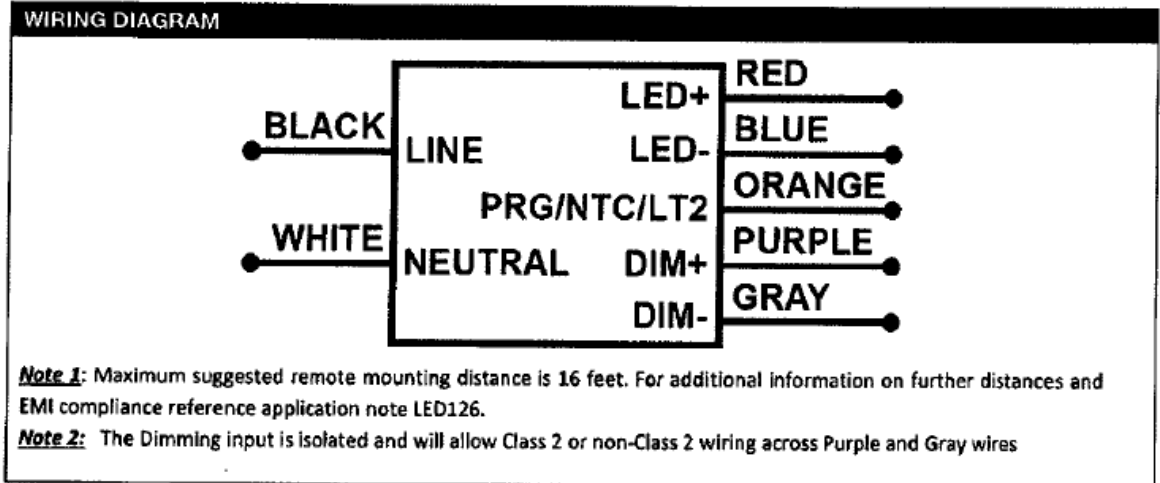
### ENVIRONMENTAL SPECIFICATIONS

Ambient Operating Temperature	-40 °C to 55 °C
Case Temperature (T <sub>c</sub> )	85°C** 90°C (max)
Max. Storage Temp.	70°C
Max. Relative Humidity (%)	95% non-condensing
Transient Protection	ANSI C62.41 Cat.B 6.0kV
IP Rating	IP66
UL Environmental Rating	Damp & Wet
UL File number	E320395
EMI Compliance	FCC Part 15 Class A
Sound Rating	Class A

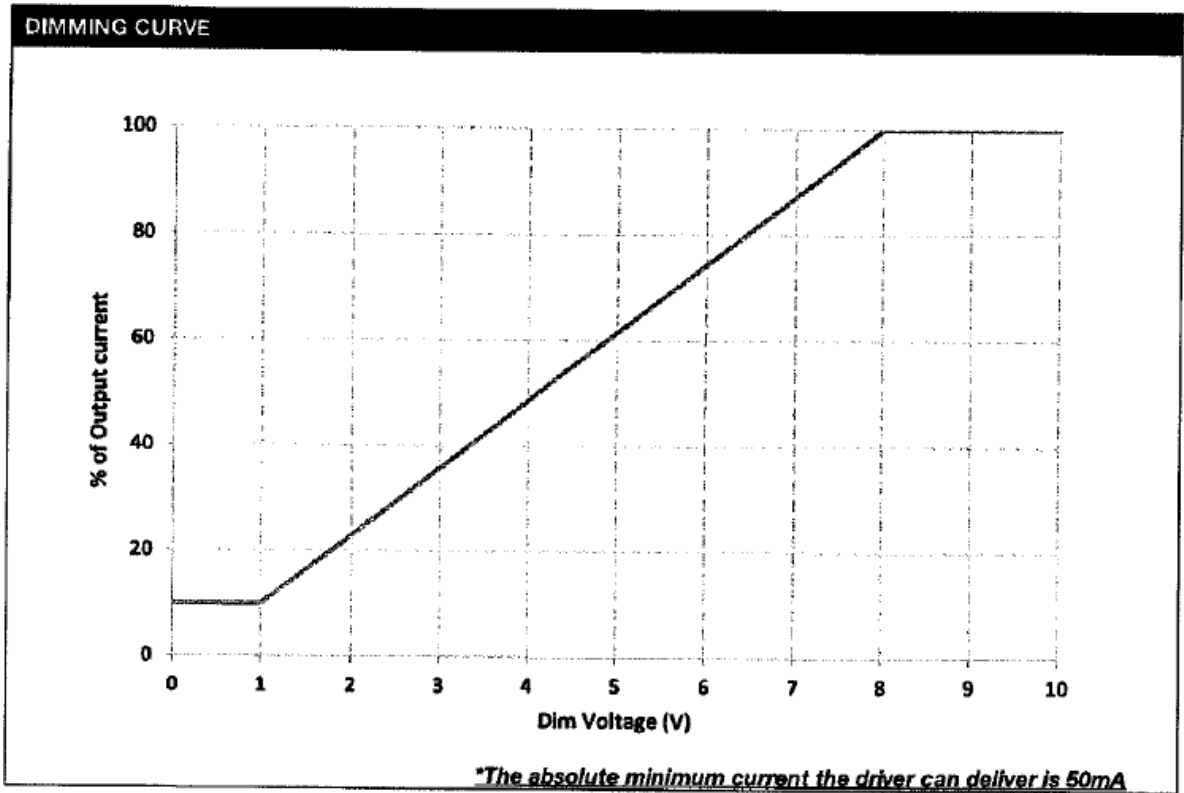
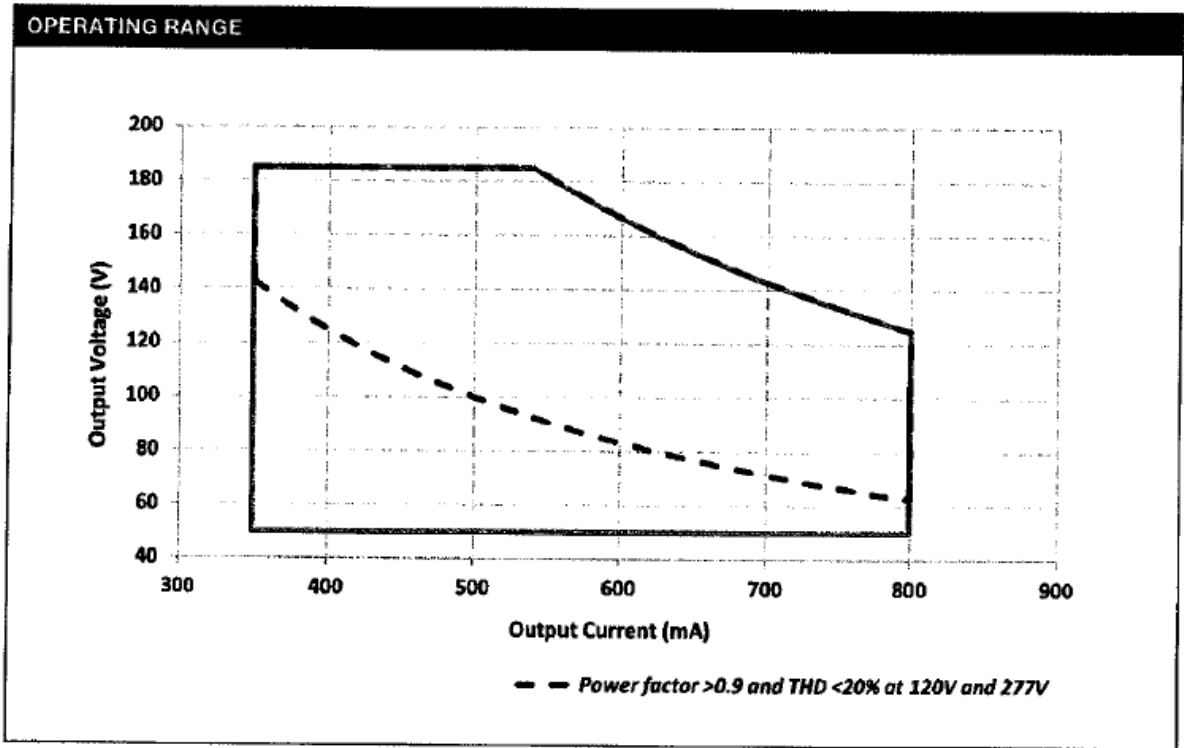
\* Class 2 or non-Class 2 wiring allowed  
 \*\* Warranty applicable only at 85°C

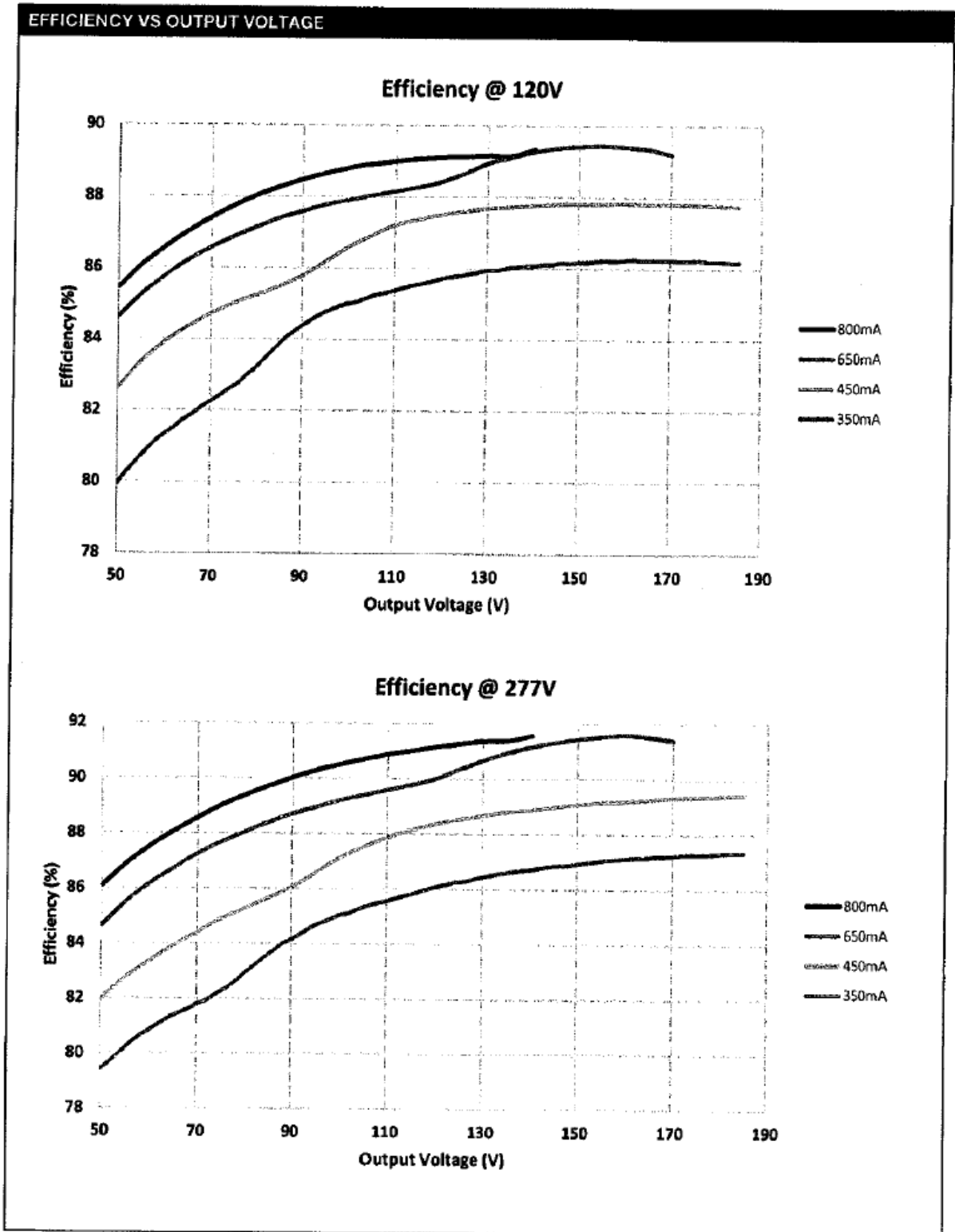


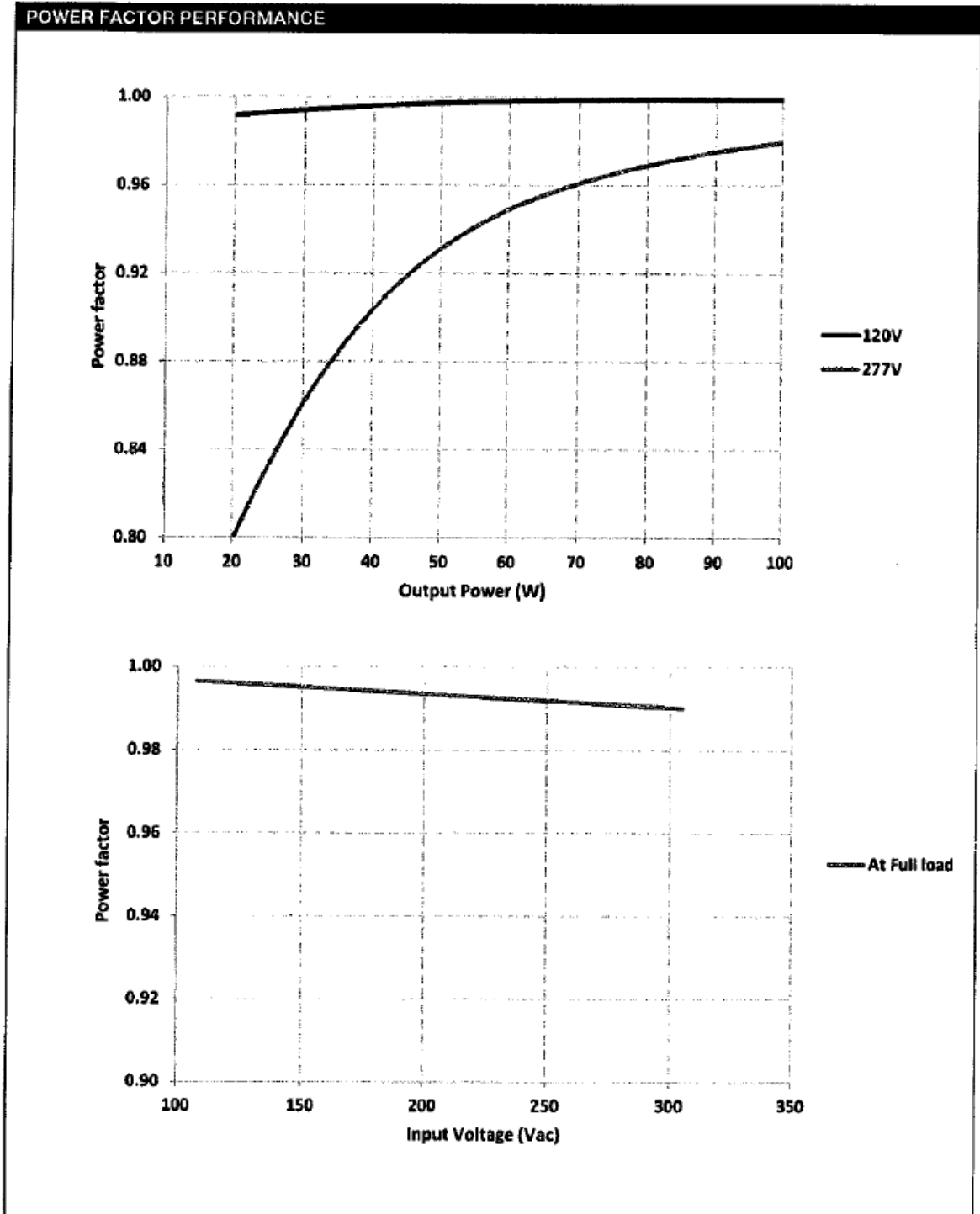
# OSRAM



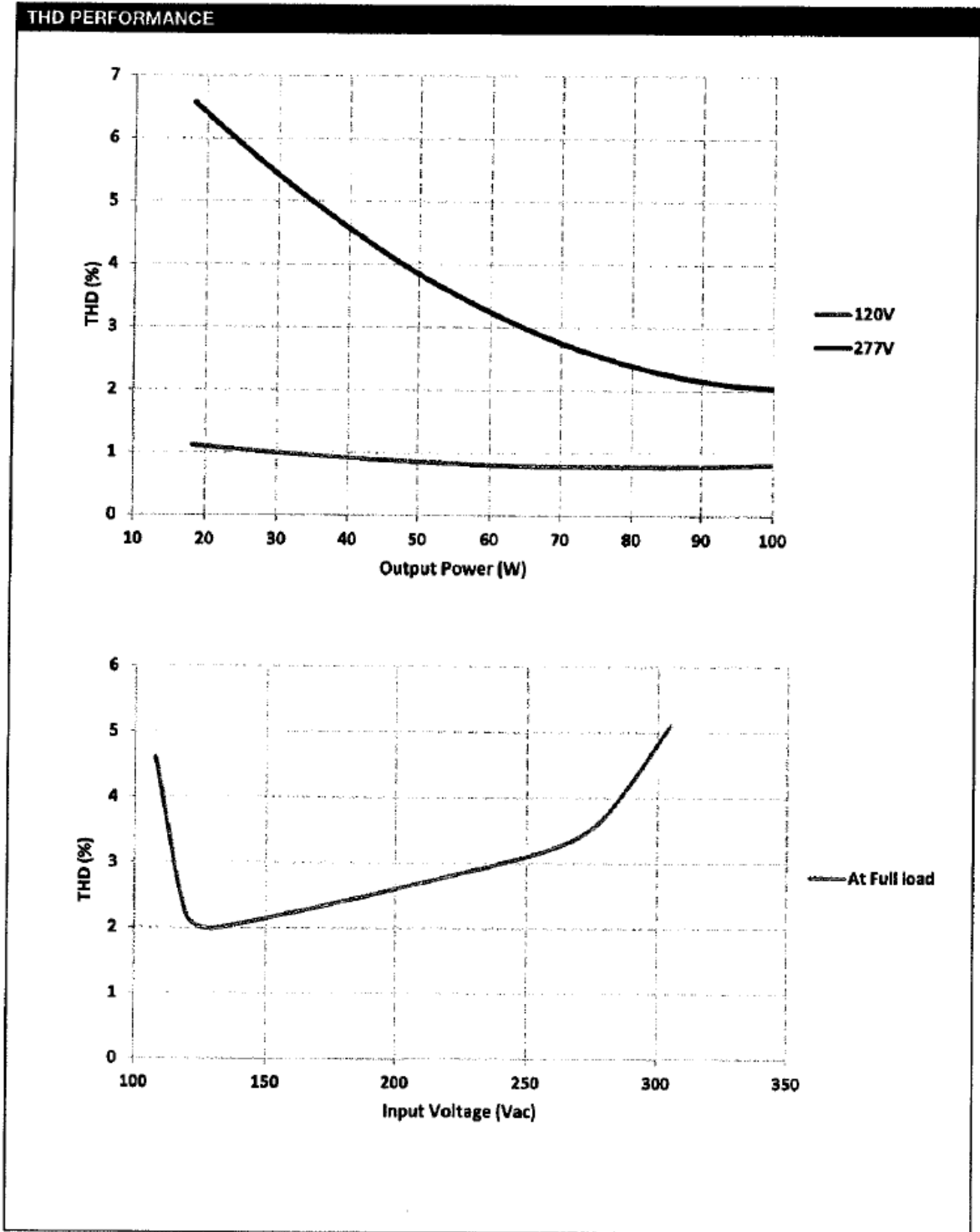
ECS322 08/2017





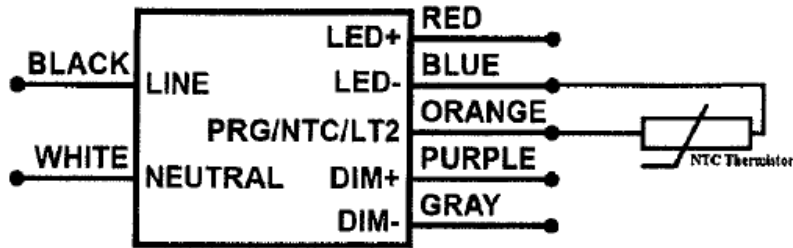






**LED THERMAL PROTECTION (NTC) CHARACTERISTIC**

The LED thermal protection feature of the OT100W helps reduce the temperature of the LED module by reducing the output current in case of abnormal temperature conditions. To use this feature a third party NTC thermistor should be connected to the LED power supply as shown in the wiring diagram below.

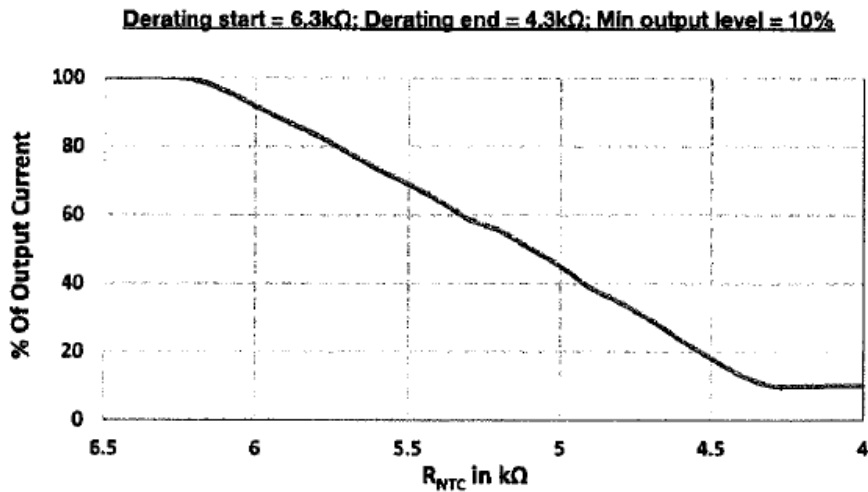


In the end application, care must be taken to place the NTC thermistor close to the hottest spot on the LED module. If LED thermal protection is not required the NTC port on the LED power supply connector can be left open.

Vishay, EPCOS, Murata, Panasonic are some of the manufacturers of NTC thermistor. EPCOS part number for reference only B57164K153J (15kΩ @ 25°C). Murata part number for reference only - NCP03XH223J05RL (22kΩ @ 25°C)

For detailed information on LED Thermal Protection, please refer to Technical Application guide (ECS 304)

**Note 2:** Graphs for reference. The de-rating limits can be programmed using the OT Programmer



**END OF LIFE INDICATOR**

The End-of-Life indicator feature helps the end user to receive a signal from the fixture indicating that it has reached its programmed life-time. After the LED driver reaches the programmed life-time, whenever it is turned ON, it stays at 'Dim' level (10%) for 10 minutes and reaches its appropriate level.

#### AstroDIM

AstroDIM is an autonomous five level (1 Power ON & 4 Dimming levels) dimming protocol. It provides multi-stage night-time power reduction based on an internal timer; there is no need for an external control infrastructure. The ECG is automatically aligned to the on and off times for the street lighting and provide a defined output for the particular period of time. Compared with conventional systems there are significant cost savings. AstroDIM is designed for dimming without any external control wiring. Therefore, AstroDIM helps to save energy, extend the life of the driver and the LED module and reduce light pollution, even if only a power line is available. In AstroDIM operation, the driver executes a preset dimming profile, which can be reconfigured via the OT Programming Tool. The autonomous dimming is regulated by an integrated timer (no real-time clock), which adjusts the dimming profile according to the previous night (operation from switch-on to switch-off).

For detailed information on AstroDIM please refer to Technical Application guide 2DIM feature (LED 408)

#### LEDset 2

LEDset (Gen2) is an analog interface, allowing basic communication between a LED control gear and one or more LED modules. It allows setting the output current of the LED driver by providing a highly accurate voltage reference

(Vset) to the driver. The interface supports the following functions:

- Output current setting of the constant current LED control gear to single LED modules as well as to series/parallel connected LED modules
- Best matching of LED control gear and modules working point
- Self-configuration according to system structure, automatic tracking of technology development
- Easy mode of operation
- Additional monitoring & protection features (e.g. thermal protection of the LED modules)

Therefore, the typical applications of this interface are single or multiple LED module parallel connections, offering an increasing choice of modular capabilities and low cost thermal protections circuits.

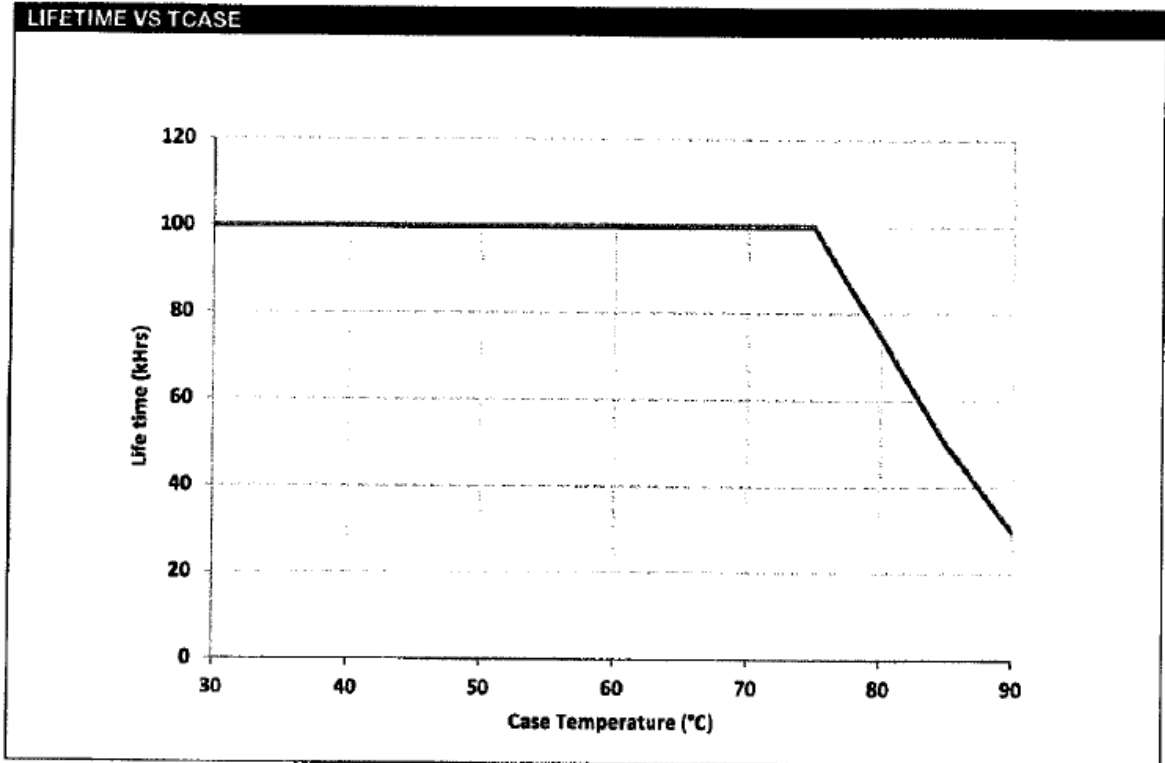
For detailed information on LEDset interface please refer to *Technical Application guide LEDset interface* (LED 409)

**Note 3:** When the LEDset feature is enabled, the LED Thermal protection (NTC) feature is disabled.

#### CONSTANT LUMEN MAINTENANCE

The Constant Lumen Maintenance feature of the OT100W helps to maintain the required lumen output of the fixture at a constant level throughout its lifetime. In general LED's lumen output will depreciate over time and in order to maintain sufficient light level towards the end of lifetime, the LED's are driven at high current initially and will result in more energy consumption. The constant lumen maintenance will give the flexibility to drive the LEDs at optimal driving current throughout its lifetime. This helps in energy savings, constant light output and enhanced reliability of the system.

**Note 4:** A detailed step-by-step instructions are outlined in the '[OT Programmer User Manual V2.1](#)'



**DIMMER COMPATIBILITY**

Manufacturer	Part no
Encelium EMS	EN-LCM-1R10V-GB2-BK
	EN-LCM-1R10V-GB2-BK/DR
	EN-ALC-1R10V-GB2-BK
	EN-ALC-1R10V-GB2-BK-DR
SYLVANIA	ELMC-SL3W-TVWBX/UNV
Leviton	IP710-DLX
Lutron	DVTV-XX
Wattstopper	ADF-120277
Synergy lighting Controls	ISD BC

**Note 5:** The absence of a dimmer from this chart does not necessarily imply incompatibility. Please reference the dimmer manufacturer's instructions for installation.

**INRUSH CHARACTERISTICS**

Vin (V)	Ipeak (A)	T (@ 10% of Ipeak)
120	59	147 μs
277	131	155 μs

UL CONDITIONS OF ACCEPTABILITY (E320395)											
Conditions of Acceptability – When installed in the end-product, consideration shall be given to the following:											
<ul style="list-style-type: none"> <li>The LED driver was evaluated using an electronic LED load resulting in an output rated current and rated power.</li> <li>The temperature tests were performed at nominal 40°C ambient for TL Type reference temperatures. These models were also tested at elevated temperatures and the Tc applied for non-TL applications for these models is 90°C.</li> </ul>											
non-TL Type application:											
<table border="1"> <thead> <tr> <th>Model No.</th> <th>Normalized Test temperature</th> <th>Tc rating at elevated temp.</th> </tr> </thead> <tbody> <tr> <td>OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)</td> <td>62.0°C</td> <td>90°C</td> </tr> <tr> <td>OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)</td> <td>56.0°C</td> <td>90°C</td> </tr> </tbody> </table>	Model No.	Normalized Test temperature	Tc rating at elevated temp.	OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)	62.0°C	90°C	OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)	56.0°C	90°C		
Model No.	Normalized Test temperature	Tc rating at elevated temp.									
OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)	62.0°C	90°C									
OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)	56.0°C	90°C									
<ul style="list-style-type: none"> <li>The unit was tested on a 20 A branch circuit. If used on a branch circuit greater than this, additional testing may be necessary.</li> <li>The PWB spacing for use in a wet locations have been evaluated to UL8750 spacing requirements. The Unit is completely potted spacing requirements comply with Table 7.4 in UL8750, Parts Potted or subsequently coated.</li> <li>These drivers are Type TL rated and shall be marked with a TC point on the label for temperatures recorded during temperature testing performed in a 40°C ambient.</li> </ul>											
<table border="1"> <thead> <tr> <th>Model No.</th> <th>Tc point on label, °C</th> </tr> </thead> <tbody> <tr> <td>OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)</td> <td>90/70</td> </tr> <tr> <td>OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)</td> <td>88/75</td> </tr> </tbody> </table>	Model No.	Tc point on label, °C	OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)	90/70	OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)	88/75					
Model No.	Tc point on label, °C										
OT100W/UNV/XXXC/2DIMLT2/P6 (XXXC = 800mA max)	90/70										
OT100W/UNV/YYYYC/2DIMLT2/P6 (YYYY= 1250mA max)	88/75										
<ul style="list-style-type: none"> <li>These drivers are suitable for dry, damp or wet locations.</li> </ul>											


WARRANTY
OPTOTRONIC® products are covered by our LED Module, OPTOTRONIC Power Supply or Control Warranty. For additional warranty information or to download the warranty registration form visit <a href="http://www.osram.us/warranty">www.osram.us/warranty</a> .

OSRAM and OPTOTRONIC are registered trademarks of OSRAM GmbH.  
 Specifications subject to change without notice

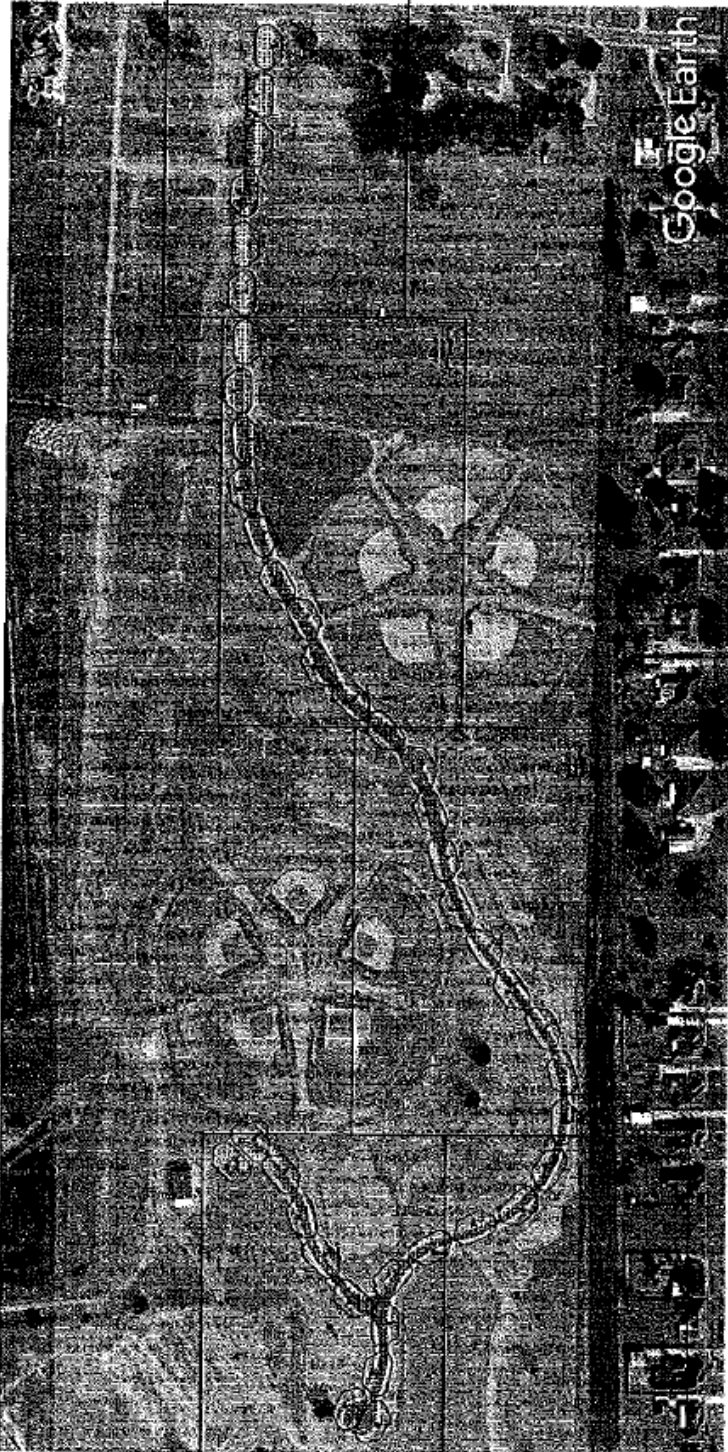
© 2017 OSRAM SYLVANIA Inc.  
 ECS322 08/2017



MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

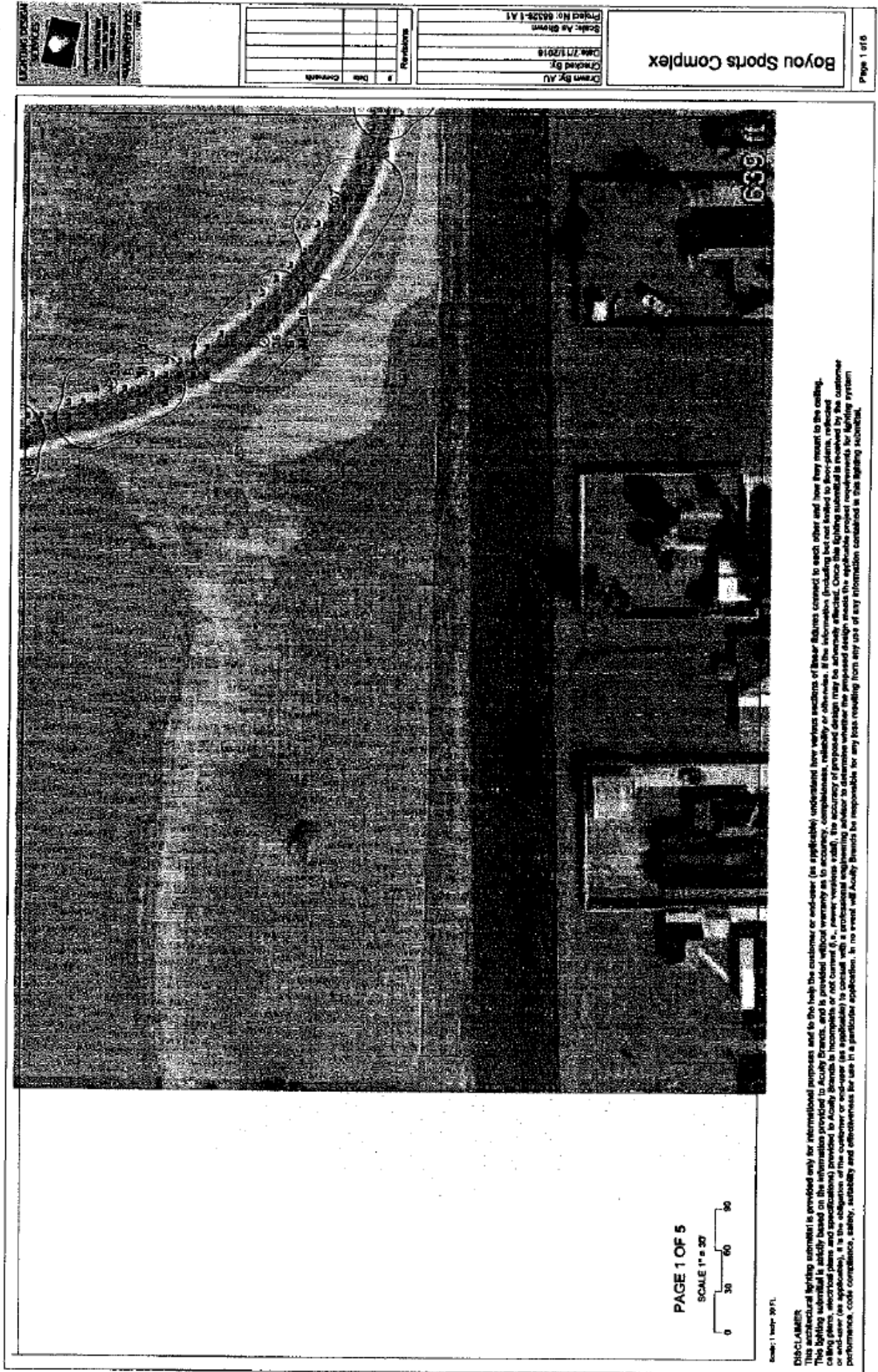
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">#</th> <th style="width: 10%;">Date</th> <th style="width: 85%;">Comments</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	#	Date	Comments													<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Drawn By: AU</td> <td style="width: 50%;">Project No: 06328-1 A1</td> </tr> <tr> <td>Checked By: DMS/7/1/2018</td> <td>Scale: As Shown</td> </tr> </table>	Drawn By: AU	Project No: 06328-1 A1	Checked By: DMS/7/1/2018	Scale: As Shown	<h2 style="margin: 0;">Boyoun Sports Complex</h2>	Page 14 of 15
#	Date	Comments																						
Drawn By: AU	Project No: 06328-1 A1																							
Checked By: DMS/7/1/2018	Scale: As Shown																							

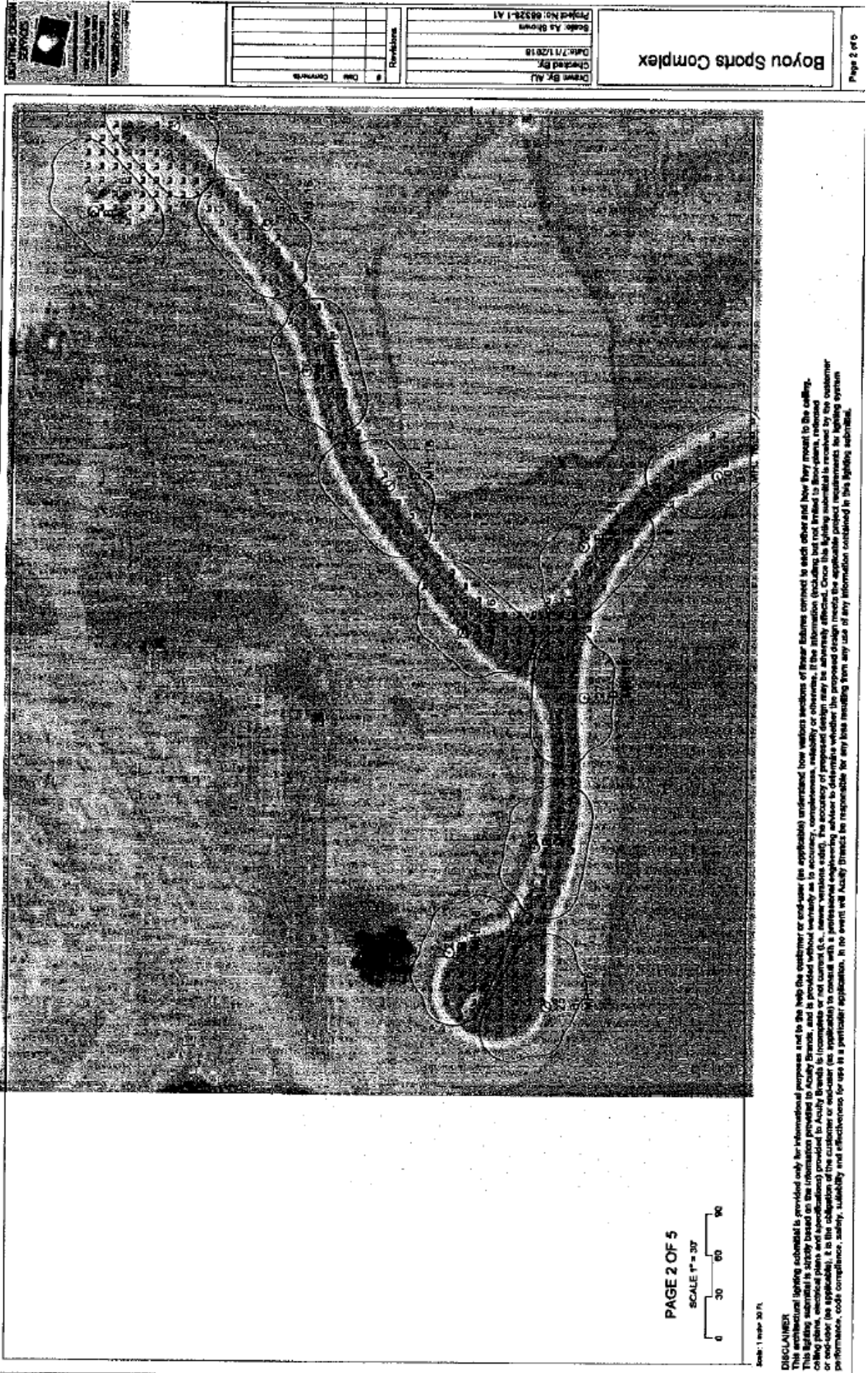


**DISCLAIMER**  
 This architectural lighting submitted is provided only for informational purposes and to help the customer or end-user (as applicable) understand how various solutions of those solutions connect to each other and how they report to the ceiling. The lighting submitted is solely based on the information provided to Acuity Brands, and is provided without warranty as to accuracy, completeness, usability or otherwise. If the information (including but not limited to floor-plans, rendered views, etc.) is not accurate, the accuracy of proposed design may be adversely affected. Once the lighting submitted is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user to ensure that the proposed design meets the applicable project requirements for lighting system performance, code compliance, safety, usability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this lighting submitted.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019



MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019



Boyou Sports Complex

Revisions	
#	DATE

Drawn By: AJJ  
 Checked By: [blank]  
 Date: 7/12/18  
 Scale: As Shown  
 Project No: 08328-1A1

Page 2 of 6

PAGE 2 OF 5  
 SCALE 1" = 30'

**DISCLAIMER**  
 This architectural lighting schematic is provided only for informational purposes and to help the customer or end-user (as applicable) understand how various sections of linear fixtures connect to each other and how they mount to the ceiling. This lighting schematic is strictly based on the information provided to Acuity Brands, and is provided without warranty as to reliability or otherwise. If the information (including but not limited to floor-plans, intended ceiling plans, electrical plans and specifications) provided to Acuity Brands is incomplete or not current (i.e., newer versions exist), the accuracy of the lighting schematic may be unduly affected. Once the lighting schematic is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user to determine whether the lighting schematic meets the requirements for lighting system performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in the lighting schematic.



MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

**BOYON SPORTS COMPLEX**

Project No. 06528-1 A1

Scale: As Shown

Checked By: [Signature]

Drawn By: AU

REVISIONS	

Drawn By: AU

Checked By: [Signature]

Scale: As Shown

Project No. 06528-1 A1


  

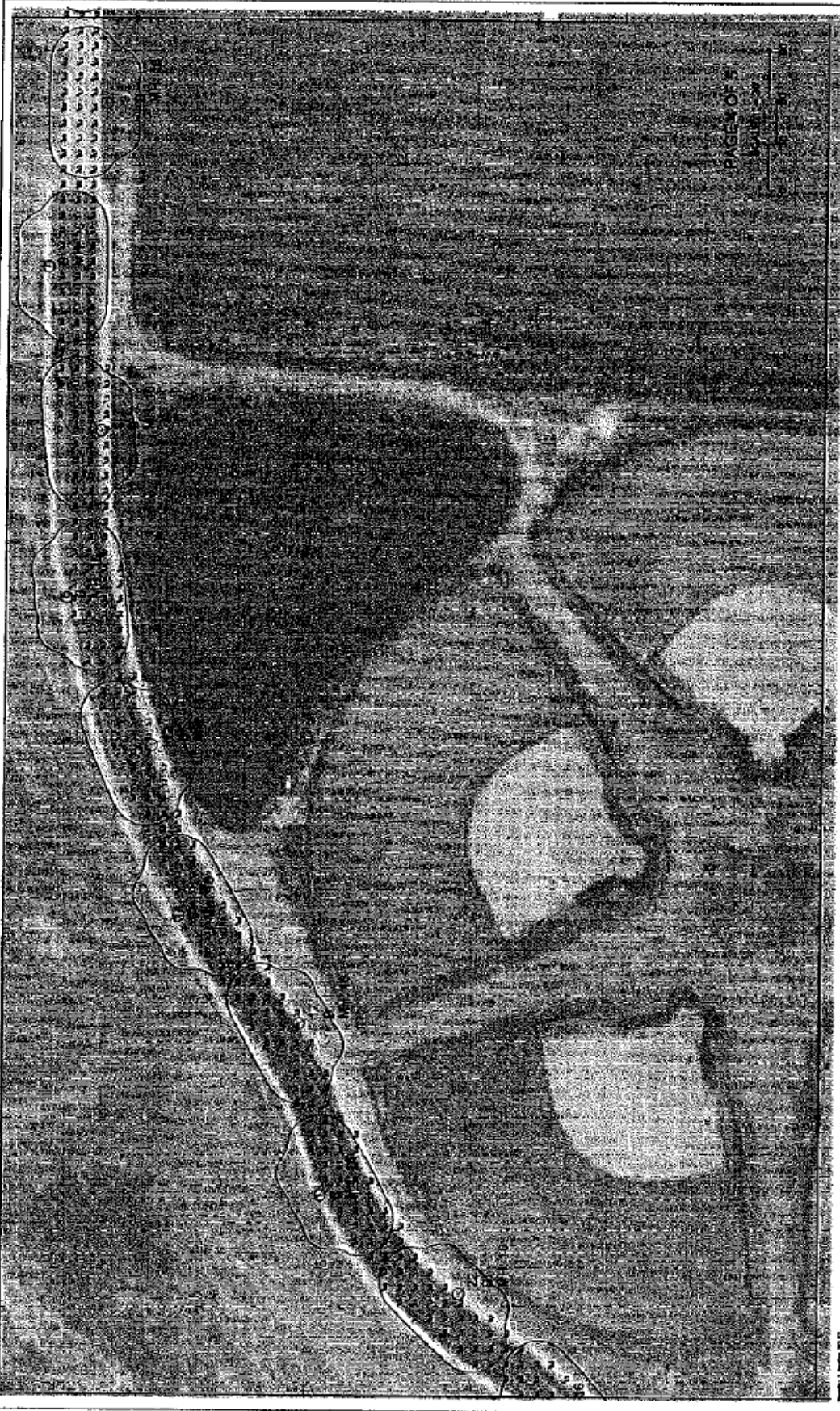
Scale: 1/8" = 1'-0"

40

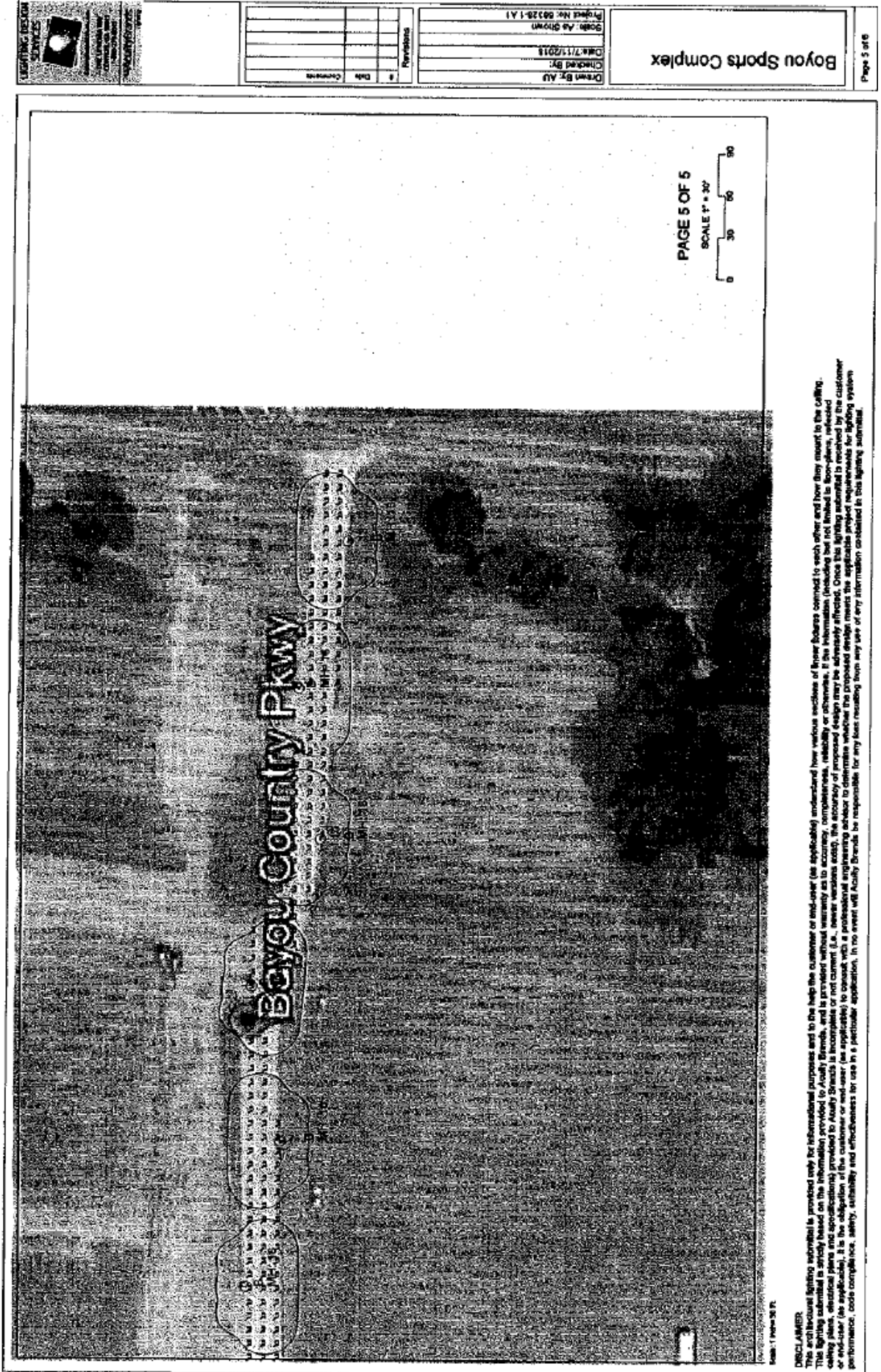
**DISCLAIMER**  
 This architectural lighting submittal is provided only for informational purposes and to help the customer or end-user (as applicable) understand how various sections of their license connect to each other and how they mount to the ceiling. This lighting submittal is strictly based on the information provided to Acuity Brands, and is provided without warranty as to accuracy. The information provided to Acuity Brands is incomplete or not correct (i.e., never verbatim), the accuracy of proposed lighting fixture placement and quantity may be subject to change. Acuity Brands is not responsible for any errors or omissions in this submittal. The customer or end-user (as applicable) is the obligator of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for safety, performance, code compliance, safety, suitability and attractiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this lighting submittal.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

		Revisions <table border="1"> <tr><td>#</td><td>Date</td><td>Comments</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	#	Date	Comments													Project No: 00333-1 A1 Order: As Shown Checked By: DMW 7/1/2018 Drawn By: AU	Boyou Sports Complex	Page 4 of 8
#	Date	Comments																		



The structural lighting submitted is provided only for informational purposes and to help the customer or end-user (as applicable) understand how various sections of these fixtures connect to each other and how they relate to the ceiling. The lighting selection is solely based on the information provided to Acuity Brands, and is provided without warranty as to accuracy, completeness, reliability or otherwise. If the information provided is not accurate, complete or reliable, the accuracy of proposed design may be adversely affected. Once the lighting submitted is received by the customer or end-user (as applicable), it is the obligation of the customer or end-user to determine whether the proposed design meets the applicable project requirements for lighting system performance, code compliance, safety, suitability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this lighting submission.



Boyou Sports Complex

Project No. 651291-A1  
 Scale: As Shown  
 Date: 7/1/2018  
 Drawing By: [Blank]  
 Checked By: [Blank]

Page 6 of 6

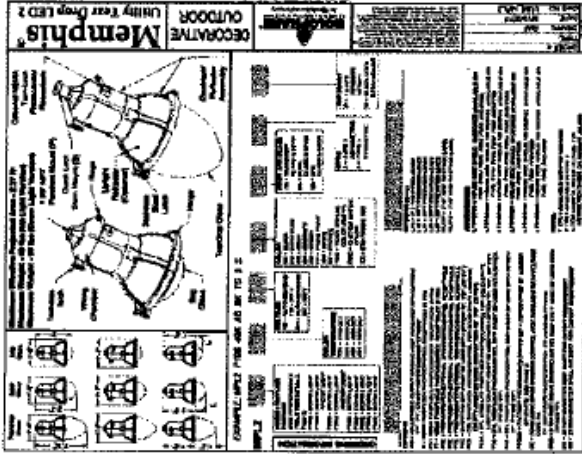
Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens	[MANUFAC]
⊙	40	B	SINGLE	0.900	ESL2_MFL2_P10S_40K_XX_TG_3_S_57	57	6898	Holophane

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min			
ROADWAY	Fc	1.31	5.2	0.2	6.55	26.00			

Luminaire Location Summary									
Lum/Id	Label	X	Y	Z	Orient	TR			
1	B	2344.004	1117.5	16	270	0			
2	B	631	1113	16	313.985	0			
3	B	2538	1112	16	270	0			
4	B	2778	1110	16	285.101	0			
5	B	2128	1104	16	276.52	0			
6	B	2888	1078	16	270	0			
7	B	2865	1070	16	90	0			
8	B	2238.182	1070.22	16	95.504	0			
9	B	2451	1060	16	90	0			
10	B	2984	1049	16	86.73	0			
11	B	791	1046	16	135	0			
12	B	2035	1036	16	112.932	0			
13	B	3099	1031	16	90	0			
14	B	1918	1028	16	299.745	0			
15	B	630	877	16	131.000	0			
16	B	520	877	16	248.837	0			
17	B	1854	837	16	118.358	0			
18	B	1735	832	16	298.887	0			
19	B	444	836	16	135	0			
20	B	106	848	16	247.38	0			

Luminaire Location Summary									
Lum/Id	Label	X	Y	Z	Orient	TR			
21	B	330	839	16	318.574	0			
22	B	1675	831	16	136.081	0			
23	B	181	787	16	259.38	0			
24	B	1597	780	16	311.634	0			
25	B	62	786	16	62.65	0			
26	B	401	752	16	227.49	0			
27	B	288	742	16	87.797	0			
28	B	1415	680	16	292.38	0			
29	B	1531	677	16	122.276	0			
30	B	443	647	16	29.291	0			
31	B	1204	620	16	206.96	0			
32	B	1323	620	16	105.524	0			
33	B	517	565	16	206.665	0			
34	B	1130	523	16	123.69	0			
35	B	1022	495	16	304.309	0			
36	B	538	449	16	45.003	0			
37	B	643	406	16	237.095	0			
38	B	953	395	16	120.864	0			
39	B	842	340	16	240.858	0			
40	B	738	344	16	90	0			

NOTE  
 1. Readings shown are based on a total LLF of as shown at grade.  
 Data references the extrapolated performance projections in a 26°C ambient based on 10,000 hrs of LED testing (per IESNA LM-80-08 and projected per IESNA TM-21-11).  
 2. Please refer to the "luminaire location" table for mounting heights.  
 3. Product information can be obtained at [www.holophane.com](http://www.holophane.com)



Scale: 1" = 30"  
**DISCLAIMER**  
 This architectural lighting submittal is provided only for informational purposes and to help the customer or end-user (as applicable) understand how various sections of these fixtures connect to each other and how they mount to the ceiling. The lighting submittal is solely based on the information provided to Acuity Brands, and is provided without warranty as to accuracy or completeness. The accuracy of proposed lighting quantities, fixture types, and mounting heights is the responsibility of the customer or end-user (as applicable). It is the obligation of the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable performance, code compliance, safety, reliability and effectiveness for use in a particular application. In no event will Acuity Brands be responsible for any loss resulting from any use of any information contained in this lighting submittal.



BRIDGEWATER

HEIGHT: 35.5"

BOLT CIRCLE:

FINISH: POWER COAT

COLOR: BLACK

Teardrop Glass: 1-5" width, 2-10" height

Bowl Glass: 1-5" width, 2-3" height

Sag Glass: 1-5" width, 2" height

**Maximum Effective Projected Area - 2.37 ft<sup>2</sup>**  
**Maximum Weight - 69 lbs (Up Light Version)**  
**Maximum Weight - 60 lbs (Down Light Version)**

Optional NEMA Turn-Lock Photocontrol Receptacle

**EXAMPLE: MPL2 P10S 40K AS BK TG 3 S**

**MPL2**

**ORDERING INFORMATION:**

**LUMEN / WATTAGE PACKAGE**  
 (SEE PERFORMANCE TABLE FOR DETAILS, Page 2)  
 P10S = DOWN LIGHT  
 P10U = DOWN LIGHT AND UP LIGHT  
 P20S = DOWN LIGHT  
 P20U = DOWN LIGHT AND UP LIGHT<sup>1</sup>  
 P30S = DOWN LIGHT  
 P35S = DOWN LIGHT  
 P40S = DOWN LIGHT  
 P50S = DOWN LIGHT  
 P60S = DOWN LIGHT

**VOLTAGE**  
 AS = AUTO-SENSING 120 - 277 V  
 AH = AUTO-SENSING 347 - 480 V

**COLOR TEMPERATURE**  
 27K = 2700 CCT  
 30K = 3000 CCT  
 40K = 4000 CCT  
 50K = 5000 CCT

**COLOR**  
 BK = BLACK  
 DB = DARK BLUE  
 GR = GRAY  
 GH = GRAPHITE  
 GN = GREEN  
 PP = PRIME PAINT  
 WH = WHITE  
 BZ = BRONZE  
 TDC = TIGER DRYLAC COLOR (RAL\*\*\*)  
 CMC = CUSTOM MATCH COLOR  
 XX = STD FINISH, TBD

**DOOR AND GLASS**  
 TG = TEARDROP<sup>2</sup> GLASS & DOOR  
 BG = BOWL GLASS & DOOR  
 SG = SAG GLASS & DOOR

**OPTIC**  
 3 = TYPE 3 ASYMMETRIC  
 5 = TYPE 5 SYMMETRIC

**TOP ENTRY**  
 P = 1.5 NPT PENDANT MOUNT  
 S = QUICK LOCK STEM MOUNT

**OPTIONS**

AO = ADJUSTABLE OUTPUT DIMMING (NOT AVAILABLE WITH OPTIONS "P5", "P7", OR ANY OTHER DIMMING OPTION)<sup>3</sup>

R = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (3 PIN)

P5 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (5 PIN)

P7 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (7 PIN)

P3E = PREPARED FOR EXTERNAL 3PIN PHOTOCONTROL RECEPTACLE

P5E = PREPARED FOR EXTERNAL 5PIN PHOTOCONTROL RECEPTACLE

P7E = PREPARED FOR EXTERNAL 7PIN PHOTOCONTROL RECEPTACLE

PSC = SHORTING CAP (MUST BE USED WITH OPTION "R", "P5", OR "P7")

PCS = DTL TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")

PCLL = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")

P34 = DTL TWISTLOCK PHOTOCONTROL 347V (MUST BE USED WITH OPTION "R", "P5" OR "P7")

P48 = DTL TWISTLOCK PHOTOCONTROL 480V (MUST BE USED WITH OPTION "R", "P5" OR "P7")

FPDXX = FACTORY PROGRAMMED DRIVER (XX = PERCENTAGE OF LUMENS OR WATTS. SEE PAGE 3)

DE = ROAM CONCERGE DIMMING CONTROL (NOT AVAILABLE WITH VOLTAGE CODE AH, OR ANY OTHER PHOTOCONTROL OR DIMMING OPTION)

PND = 0-10V PART NIGHT DIMMING (AS VOL TAGE ONLY, MUST BE USED WITH OPTION "R")

DS = 30 INCH DIAMETER DEEP SKIRT FOR CUTOFF REQUIREMENT

SS = 30 INCH DIAMETER SHALLOW SKIRT FOR CUTOFF REQUIREMENT

**OPTIONS (Cont.)**

L1H = 3FT PREWIRED LEADS

L10 = 10FT PREWIRED LEADS

L20 = 20FT PREWIRED LEADS

L25 = 25FT PREWIRED LEADS

L30 = 30FT PREWIRED LEADS

NL2X2 = 2"x2" ANSI WATTAGE LABEL

NL3X3 = 3"x3" ANSI WATTAGE LABEL

**ACCESSORIES**

LT3HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)

LT3HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)

LT3HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)

LT5HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

LT5HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

LT5HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

**NOTES:**

1. ONLY AVAILABLE WITH "AS" VOLTAGE

2. ONLY AVAILABLE IN TYPE 3

3. FOR AO DATA, REFER TO PAGE 7 OF INSTRUCTION SHEET ON WEBSITE (IM-396)

**Memphis®**  
 Utility Tear Drop LED 2

**DECORATIVE OUTDOOR**

**HOLOPHANE®**  
 LEADER IN LIGHTING SOLUTIONS  
 An eclairtyBrands Company

THE CUSTOMER MUST PROVIDE THE COMPLETE SPECIFICATION FOR THE MATERIALS TO BE SUPPLIED TO THE ORDERED PRODUCT. A LIST OF THE MATERIALS TO BE PROVIDED ON FILE CANNOT BE PROVIDED. THE CUSTOMER MUST PROVIDE THE COMPLETE SPECIFICATION FOR THE MATERIALS TO BE PROVIDED TO THE ORDERED PRODUCT. THE CUSTOMER MUST PROVIDE THE COMPLETE SPECIFICATION FOR THE MATERIALS TO BE PROVIDED TO THE ORDERED PRODUCT. THE CUSTOMER MUST PROVIDE THE COMPLETE SPECIFICATION FOR THE MATERIALS TO BE PROVIDED TO THE ORDERED PRODUCT.

ORDER #: \_\_\_\_\_  
 TYPE: \_\_\_\_\_  
 DRAWN: RAF  
 DATE: 8/10/2017  
 DWG NO: LUM\_MPL2

1 of 4

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

**Performance Data. For skirt and house side shield options, consult factory or website.**

LED Package	Glass	Distribution	System Width	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
				Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P10S	TG 3	T35	57	6,947	122	1	3	3	7,101	125	2	3	3	7,451	131	1	3	3	7,400	130	1	3	3
	BG 3	T4M	57	6,731	118	2	3	3	6,880	121	2	3	3	7,220	127	2	3	3	7,170	126	2	3	3
	BG 5	T55	57	7,087	124	3	3	2	7,244	127	3	3	2	7,601	133	3	3	3	7,549	132	3	3	3
	SG 3	T35	57	6,822	120	1	3	3	6,973	122	1	3	3	7,317	128	1	3	3	7,266	127	1	3	3
	SG 5	T55	57	7,164	126	3	2	3	7,322	128	3	3	1	7,683	135	3	3	1	7,631	134	3	3	1
P10U	TG 3	T35	75	8,651	115	1	5	3	8,843	118	1	5	3	9,273	124	1	5	3	9,215	123	1	5	3
	BG 3	T4M	75	8,372	112	2	5	3	8,558	114	2	5	3	8,980	120	2	5	3	8,918	119	2	5	3
	BG 5	T55	75	8,838	118	3	5	2	9,034	120	3	5	2	9,480	126	3	5	2	9,415	126	3	5	2
	SG 3	T35	75	8,422	112	1	5	2	8,609	115	1	5	3	9,033	120	1	5	3	8,972	120	1	5	3
	SG 5	T55	75	8,647	115	2	5	3	8,839	118	2	5	3	9,275	124	2	5	3	9,211	123	2	5	3
P20S	TG 3	T35	83	9,610	116	2	3	3	9,823	118	2	3	3	10,308	124	2	3	3	10,237	123	2	3	3
	BG 3	T4M	83	9,312	112	2	3	3	9,519	115	2	3	3	9,988	120	2	3	3	9,919	120	2	3	3
	BG 5	T55	83	9,804	118	3	3	3	10,021	121	3	3	3	10,515	127	4	3	3	10,443	126	4	3	3
	SG 3	T35	83	9,437	114	1	3	3	9,646	116	2	3	3	10,122	122	2	3	3	10,053	121	2	3	3
	SG 5	T55	83	9,910	119	3	3	2	10,130	122	3	3	2	10,630	128	3	3	2	10,557	127	3	3	2
P20U	TG 3	T35	109	11,551	105	2	5	3	11,807	108	2	5	3	12,389	114	2	5	3	12,304	113	2	5	3
	BG 3	T4M	109	11,179	103	2	5	4	11,427	105	2	5	4	11,990	110	2	5	4	11,908	109	2	5	4
	BG 5	T55	109	11,801	108	3	5	3	12,068	111	3	5	3	12,657	116	3	5	3	12,571	115	3	5	3
	SG 3	T35	109	11,245	103	2	5	3	11,495	105	2	5	3	12,061	111	2	5	3	11,979	110	2	5	3
	SG 5	T55	109	11,546	106	2	5	3	11,802	108	2	5	3	12,384	114	2	5	3	12,299	113	2	5	3
P30S	TG 3	T35	118	12,634	107	2	3	3	12,924	109	2	3	3	13,551	115	2	3	3	13,458	114	2	3	3
	BG 3	T4M	118	12,242	104	2	3	4	12,513	106	2	3	4	13,130	111	3	3	5	13,040	111	3	3	5
	BG 5	T55	118	12,888	109	4	3	3	13,274	112	4	3	3	13,873	117	4	3	3	13,779	116	4	3	3
	SG 3	T35	118	12,406	105	2	3	3	12,681	107	2	3	3	13,307	113	2	3	3	13,215	112	2	3	3
	SG 5	T55	118	13,028	110	3	3	2	13,317	113	3	3	2	13,974	118	4	3	2	13,879	118	4	3	2
P35S	TG 3	T35	144	14,335	100	2	3	4	14,653	102	2	3	4	15,375	107	2	3	4	15,270	106	2	3	4
	BG 3	T4M	144	13,890	96	3	3	5	14,186	99	3	3	5	14,898	103	3	3	5	14,796	103	3	3	5
	BG 5	T55	144	14,623	102	4	3	3	14,948	104	4	3	3	15,685	109	4	3	3	15,577	108	4	3	3
	SG 3	T35	144	14,077	98	2	3	3	14,389	100	2	3	3	15,098	105	2	3	3	14,995	104	2	3	3
	SG 5	T55	144	14,782	103	4	3	2	15,110	105	4	3	2	15,855	110	4	3	2	15,747	109	4	3	2
P40S	TG 3	T35	140	15,649	112	3	3	4	15,996	114	3	3	4	16,785	120	3	3	4	16,670	119	3	3	4
	BG 3	T4M	140	14,746	105	3	4	5	15,073	108	3	4	5	15,816	113	3	4	5	15,707	112	3	4	5
	BG 5	T55	140	15,484	111	4	3	4	15,827	113	4	3	4	16,608	119	4	4	4	16,494	118	4	4	4
	SG 3	T35	140	14,937	107	2	3	4	15,268	109	2	3	4	16,021	114	2	3	4	15,911	114	2	3	4
	SG 5	T55	140	16,071	115	4	3	3	16,427	117	4	3	3	17,237	123	4	3	3	17,119	122	4	3	3
P50S	TG 3	T35	174	18,715	108	3	3	4	19,130	110	3	3	4	20,073	115	3	3	4	19,935	115	3	3	4
	BG 3	T4M	174	17,634	101	3	4	5	18,025	104	3	4	5	18,914	109	3	4	5	18,784	108	3	4	5
	BG 5	T55	174	18,517	106	4	4	4	18,928	109	4	4	4	19,861	114	4	4	4	19,725	113	4	4	4
	SG 3	T35	174	17,863	103	2	3	4	18,259	105	2	3	4	19,160	110	2	3	5	19,028	109	2	3	4
	SG 5	T55	174	19,219	110	4	3	3	19,645	113	4	3	3	20,614	118	4	3	3	20,472	118	4	3	3
P60S	TG 3	T35	242	22,997	95	3	3	5	23,508	97	3	3	5	24,667	102	3	3	5	24,497	101	3	3	5
	BG 3	T4M	242	21,670	90	3	4	5	22,150	92	3	4	5	23,244	96	3	4	5	23,083	95	3	4	5
	BG 5	T55	242	22,755	94	5	4	5	23,259	96	5	4	5	24,409	101	5	4	5	24,239	100	5	4	5
	SG 3	T35	242	21,951	91	3	3	5	22,438	93	3	3	5	23,545	97	3	3	5	23,383	97	3	3	5
	SG 5	T55	242	23,617	98	4	3	3	24,142	100	4	3	3	25,331	105	4	3	3	25,157	104	4	3	3

S = Short M = Medium

**Lumen Ambient Temperature Data**

°C	Lumen Ambient Temperature (LAT) Multiplier									
	P10U	P20U	P10S	P20S	P30S	P35S	P40S	P50S	P60S	
0	1.04	1.05	1.04	1.05	1.06	1.07	1.06	1.07	1.08	
10	1.03	1.03	1.03	1.04	1.04	1.04	1.04	1.04	1.05	
20	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.02	
25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
30	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	
40	0.97	0.97	0.97	0.97	0.96	0.95	0.96	0.95	0.94	

**Lumen Maintenance Data**

Lumen Maintenance (%/hr for all LED packages)				
Hours	0	25,000	50,000	100,000
Factor	1	0.9	0.84	0.75

ORDER #:	THIS DRAWING WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER. HOLOPHANE SHALL BE RESPONSIBLE FOR SUPPLYING ALL MATERIALS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE MATERIALS. HOLOPHANE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE MATERIALS. HOLOPHANE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE MATERIALS.	<p>HOLOPHANE® LEADER IN LIGHTING SOLUTIONS An Acuity Brands Company</p>	DECORATIVE OUTDOOR	<b>Memphis®</b> Utility Tear Drop LED 2
TYPE:				
DRAWN: RAF				
DATE: 8/10/2017				
DWG NO: LUM_MPL2				

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

FPDXX Data Options

	FPDXX					FPDXX					FPDXX					FPDXX								
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	6.947	6.131	1.087	6.872	7.164	17	7.301	6.880	7.144	6.973	7.227	27	7.851	7.320	7.601	7.337	7.643	17	7.850	7.319	7.549	7.386	7.633	17
FPD05	6.638	6.432	6.732	6.519	6.846	54	6.795	6.574	6.522	6.663	6.897	54	7.120	6.899	7.253	6.982	7.342	14	7.071	6.811	7.213	6.943	7.283	14
FPD15	6.376	6.170	6.413	6.212	6.578	51	6.466	6.265	6.556	6.349	6.647	51	6.785	6.574	6.913	6.682	6.994	11	6.728	6.520	6.874	6.616	6.948	11
FPD25	6.050	5.827	6.130	5.901	6.197	48	6.142	5.951	6.266	6.032	6.334	48	6.445	6.245	6.575	6.329	6.646	8	6.401	6.207	6.530	6.285	6.601	8
FPD35	5.680	5.512	5.804	5.587	5.847	45	5.815	5.604	5.823	5.710	5.996	45	6.103	5.913	6.225	5.992	6.291	45	6.060	5.872	6.182	6.050	6.260	45
FPD45	5.365	5.190	5.478	5.269	5.517	43	5.484	5.314	5.595	5.366	5.655	43	5.755	5.576	5.872	5.651	5.934	43	5.715	5.538	5.830	5.617	5.894	43

3 of 4	ORDER #:	THIS DRAWING, WHEN APPROVED, SHALL INCLUDE THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE BASIS NOTED ABOVE. A PAIR OF SAMPLES FROM THE MATERIAL TO BE SUPPLIED BY THE CONTRACTOR SHALL BE SUBMITTED TO HOLOPHANE FOR APPROVAL. HOLOPHANE SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE MATERIAL. HOLOPHANE SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE MATERIAL. HOLOPHANE SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE MATERIAL.		 <b>HOLOPHANE</b> LEADER IN LIGHTING SOLUTIONS An Acuity Brands Company	DECORATIVE OUTDOOR	<b>Memphis</b> <sup>®</sup> Utility Tear Drop LED 2
	TYPE:					
	DRAWN: RAF					
	DATE: 8/10/2017					
DWG NO: LUM MPL2						



Mark Appropriate Box for Trim Option	Standard	Shallow Skirt	Deep Skirt
<b>Teardrop Glass</b> (Asymmetric)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Bowl Glass</b> (Asymmetric) (Symmetric)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sag Glass</b> (Asymmetric) (Symmetric)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Skirt Dimensions**  
(For Teardrop, Bowl, and Sag glass)

**Specifications**

**DESCRIPTION**  
 The Memphis luminaire is styled to replicate the "teardrop" luminaires that lighted boulevards in the first half of the 1900s. Designed for light control and ease of installation and maintenance, the Memphis has a precision optical system for true street lighting performance.

**WIRING CHAMBER**  
 The wiring chamber has either a 1.50 inch NPT with a stainless steel set screw or a welded stem. The stem (Quick Lock Stem Mounting option) aids installation speed. A (3) station terminal block that accepts #14 through #2 wires and has a quick disconnect harness with removable electrical module is provided.

**ELECTRICAL / REFLECTOR ASSEMBLY**  
 The electrical / reflector assembly hinges down from the wiring chamber for ease in wiring and to facilitate the removal of the electrical module. The assembly is secured in place by a stainless steel latch. The unitized electrical module consists of the electronic driver and components mounted to an aluminum plate that is easily removed by loosening two screws in the base of the housing. The disconnect plug connects the ballast to the terminal block in the wiring chamber.

**REFRACTOR / DOOR ASSEMBLY**  
 The cast aluminum door supports a teardrop, bowl or sag shaped, thermal resistant borosilicate glass refractor that controls the light to provide an I.E.S. asymmetric (teardrop, bowl and sag glass) and symmetric (bowl and sag glass) distribution. I.E.S. asymmetric cut off distribution is available on the bowl glass with the decorative deep skirt option and the sag glass with either the decorative shallow or deep skirt option. The refractor assembly and decorative skirt (when applicable) assembly hinges from the electrical / reflector assembly and is latched by a tamper-resistant, color matched bracket and with nut assembly.

**DRIVER**  
 LED programmable dimmable driver located in the upper electrical housing.

**FINISH / MATERIAL**  
 The luminaire is finished with polyester powder paint to insure maximum durability. All castings utilize low copper aluminum for maximum corrosion resistance and all exposed hardware is stainless steel.

**CERTIFICATION**  
 CSA listing suitable for wet location up to 40°C. Consult factory for details.

**Memphis®**  
 Utility Tear Drop LED 2

DECORATIVE  
 OUTDOOR

**HOLOPHANE®**  
 LEADER IN LIGHTING SOLUTIONS  
 AIP - Memphis brand company

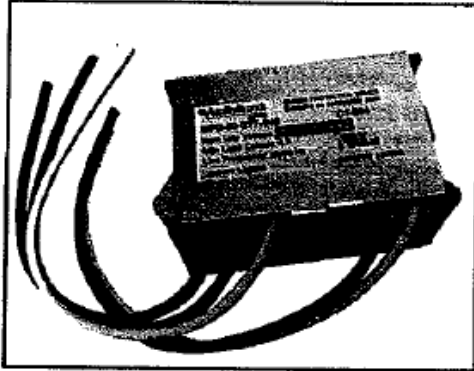
THIS DRAWING, INCLUDING DIMENSIONS, SHALL BECOME THE PROPERTY OF HOLOPHANE CORPORATION FOR THE ENTIRE TERM OF THE CONTRACT. HOLOPHANE CORPORATION SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. HOLOPHANE CORPORATION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. HOLOPHANE CORPORATION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. HOLOPHANE CORPORATION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

ORDER #:  
 TYPE:  
 DRAWN: RAF  
 DATE: 8/10/2017  
 DWG NO: LUM MPL2

4 of 4

## Acuity Surge Protection Device

### COMPONENT OVERVIEW



**Model Number : SPD-03-277-040 (CT-294)**

#### ELECTRICAL

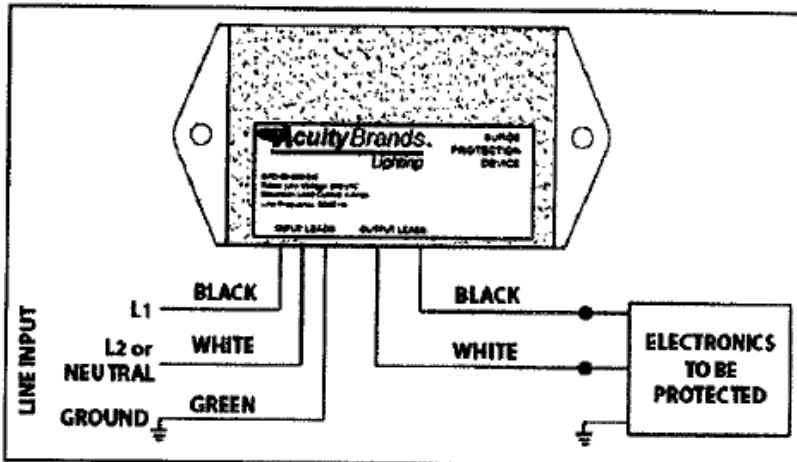
Nominal Operating Voltage	120-277 VAC
Line Frequency	50/60 Hz
Load Current	4A Max.
Ambient Temperature	85°C Max.
Fixture Failure Mode	Fixture OFF



#### STANDARDS

- UL Recognized Component in U.S. and Canada (UL1449)
- UL Categories: VZCA2/VZCA8 (Surge Protection Devices)
- UL File: E325642 | UL SPD Type: 4CA
- Meets or Exceeds ANSI/IEEE C62.41-2010: Category C High (10kV/10kA)
- Complies with ANSI C136.2
- Vibration: IEC 60068-2-6

#### WIRING DIAGRAM



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



Acuity Brands Lighting, Inc.  
3825 Columbus Road  
Granville, OH 43023  
740-587-4030  
[www.acuitybrandslighting.com](http://www.acuitybrandslighting.com)

Friday, November 16, 2018

Subject: Recycled Content, MPL2 Product

Memo:

Recycled content % by weight: 50%  
Post-consumer waste % by weight: 5%  
Secondary waste % by weight: 0%

Post-consumer waste is material recycled from a previously manufactured product. Secondary waste would be material that is recycled from a primary manufacturing process.

Sincerely,

A handwritten signature in black ink that reads "Rick Foster". The signature is written in a cursive, flowing style.

Rick Foster  
Applications Engineering Specialist - Senior  
Acuity Technical Services, Infrastructure Holophane and AEL

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
 SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: PRODUCTION DISTRIBUTION COMPANIES  
9511 S. DORCHESTER AVE.  
CHICAGO, IL 60678  
 PHONE: 708-489-0195  
 EMAIL: 708-489-0196

**Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway**

Delivery shall be within 58 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2018


Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K Type II, with Photocontrol - Holophane MPL2P10S40KASBKTG3PRPCLSS or equal	<u>LUMIER</u> <u>PN 20-TAW 2000</u> <u>4R-F-BL-LE3R-</u> <u>NO-T-AMB-DE1-BK1</u>	<u>\$782<sup>59</sup></u>	<u>\$ 31,303<sup>60</sup></u>
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series RTASL16AYS13-SCP-RSB-9454 or equal	<u>LEWIS</u> <u>16 FT. DIPOLE</u> <u>17X14MTUV-1805</u>	<u>\$1805<sup>10</sup></u>	<u>\$ 72,204<sup>00</sup></u>
3	40	Decorative Lighting Pole Base - P&K/Bridgewater series or equal	<u>INCLUDED</u> <u>IN POLE</u>	<u>\$ -</u>	<u>\$ INCLUDED</u> <u>IN POLE PRICE</u>
					<b>TOTAL</b> <u>\$ 103,507<sup>60</sup></u>
Total Written in Words: <u>ONE HUNDRED AND THREE THOUSAND, FIVE HUNDRED AND SEVEN DOLLARS, AND SIXTY CENTS</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda:  
 (Enter the number assigned to each of the addenda that the Bidder is acknowledging)  
NONE

NAME OF BIDDER: PRODUCTION DISTRIBUTION COMPANIES  
 ADDRESS OF BIDDER: 9511 S. DORCHESTER AVE  
CHICAGO, IL 60678  
 NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): CLED DOWNS

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\*   
TITLE OF AUTHORIZED SIGNATORY BIDDER: PRESIDENT  
DATE: 1/15/19

\*\* Signature Authorization (Required by ALL Bidders): Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

**Production Distribution Companies**

*Customizing the Electrical Industry . . . One Customer At A Time!*

9511 S Dorchester Ave • Chicago, IL 60628  
(708) 489.0195 • (708) 489.0196 fax  
www.pdcompanies.org



Minority Certified

City of Houma Service  
301 Plant Road  
Houma Louisiana 70363

11/28/2018

**Bid: 18-bcsp-80 Purchase of New/Unused LED Teardrop Luminaires**

This letter is to confirm that Cleo Downs as President of Production Distribution Companies, is the only authorized representative to sign, approve, or agree to any bids, contracts or legal document

Cleo Downs  
President

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Appendix B Product Submittal Form:  
 Complete for Each Luminaire Submitted

Luminaire designation	Lume Urban Renaissance		
Luminaire manufacturer	Philips Lumec		
Luminaire model number	RN-20-72W32LED4K-T-GL-LE3R-VOLT-DMG-		
Nominal IES TM-13 BUG ratings	B=2	U=3	G=2
Product family testing	<input checked="" type="checkbox"/> Submitted product is identical to tested product		<input type="checkbox"/> Submitted product differs from tested product(s) as explained in attached letter
Housing finish color	Textured Black		
Flange nominal pipe size	4" inches		
Nominal luminaire weight	6.9 lbs 31.3 kg max lb		
Nominal luminaire BIA	2.03 ft <sup>2</sup> ft <sup>2</sup>		
Nominal luminaire input voltage	120-277V V		
Control interface	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ANSI C136.10 (3-pin)	<input type="checkbox"/> ANSI C136.41, 5-pin
LED driver	<input type="checkbox"/> Not dimmable	<input checked="" type="checkbox"/> Dimmable, 0-10V (IEC 60929)	<input type="checkbox"/> Dimmable, DALI (IEC 62386)
Electrical immunity - ANSI C136 combination wave test level	<input type="checkbox"/> Basic (6kV / 3kA)	<input checked="" type="checkbox"/> Enhanced (10kV / 5kA) 10kA	<input type="checkbox"/> Elevated (20kV / 10kA)
Upon failure of electrical immunity system	<input checked="" type="checkbox"/> Possible disconnect		<input type="checkbox"/> No possible disconnect
ANSI C136.91 vibration test level	<input type="checkbox"/> Level 1 (Normal)	<input checked="" type="checkbox"/> Level 2 (bridge/overpass)	
Thermal shock test	<input type="checkbox"/> Liquids or moving parts		<input checked="" type="checkbox"/> No liquids or moving parts
Luminaire warranty period	5 Years		
Rated life of LED driver (h)	5 Hours		
IES LM-79 test duration	799,000 Hours		
LED lumen maintenance	<input checked="" type="checkbox"/> Reported (restricted)		<input checked="" type="checkbox"/> Calculated (unrestricted)
Make/model of LED light source(s)	Philips Lumiled Luxeon T		
Luminaire lumen power - initial	Nominal value	Tolerance (%)	
Luminaire light power - maintained	71 W	71 W	
LED driver current - initial	71 W	71 W	
LED driver current - maintained	700 mA	700 mA	
In-situ LED T <sub>c</sub>	700 mA	700 mA	
LED lumen maintenance **	> 83% / 10	> 83% / 6	
ECT	4000 K	4000 K	
Additional product description			

DEI-BKTX

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: Techline, Inc.  
221 John Allison Dr  
Alexandria, LA 71303  
PHONE: 318-445-2285  
EMAIL: donald.mote@techline-inc.com

**Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway**

Delivery shall be within 100 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2018

Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K, Type III, with Photocontrol - Holophane MPL2P10S40KASBKTG3PRPCLLS or equal	Holophane MPL2P10S40 KASBKTG3 PRPCLLS	\$ 960.00	\$ 38,400.00
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series RTA5L16AYS13-SCP-RSB-9454 or equal	P&K RTA5L16AYS 13SCP-RSB-9454	\$ 1220.00	\$ 48,800.00
3	40	Decorative Lighting Pole Base - P&K/Bridgewater series or equal	P&K BASE	\$ 440.00	\$ 17,600.00
					TOTAL \$ 104,800.00
Total Written in Words: <u>One Hundred Four Thousand &amp; Eight Hundred Dollars</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: Techline, Inc.  
ADDRESS OF BIDDER: 221 John Allison Drive  
Alexandria, LA 71303  
NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Donald Mote



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* Donald Zito  
TITLE OF AUTHORIZED SIGNATORY BIDDER: Branch Manager  
DATE: 1-15-19

\*\* Signature Authorization (Required by ALL Bidders): Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



**TECHLINE** Inc.

9609 Beck Circle Austin Texas 78758

Phone: 512-833-5401  
Fax: 512-615-8151

LETTER OF AUTHORIZATION

December 31, 2018


Terrebone Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, LA 70363

To Whom It May Concern:

I the undersigned, hereby authorize Donald Mote to act on behalf of Techline Inc. Utility Supply in all matters relating to Terrebone Parish Consolidated Government, including negotiating for and signing any and all bid proposals and/or contracts which Techline Inc, Utility Supply might enter for furnishing of materials, supplies or services to Terrebone Parish Consolidated Government.

This authorization is valid until December 31, 2019.

Sincerely,

  
Lewis Rhoden, President

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Appendix B Product Submittal Form:  
Complete for Each Luminaire Submitted

Luminaire designation	Teardrop LED		
Luminaire manufacturer	Halophane		
Luminaire model number	MPL2 P10S 40K A5 BK T6 3 PR PCLL SS		
Nominal IES TM-15 BUG ratings	B = 1	U = 2	G = 2
Product family testing	<input checked="" type="checkbox"/> Submitted product is identical to tested product		<input type="checkbox"/> Submitted product differs from tested product(s) as explained in attached letter
Housing finish color	BLACK		
Tenon nominal pipe size	1.5		inches
Nominal luminaire weight	6.0		lb
Nominal luminaire EPA	2.37		ft <sup>2</sup>
Nominal luminaire input voltage	120-277		V
Control interface	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ANSI C136.10 (3-pin)	<input type="checkbox"/> ANSI C136.41, 5-pin <input type="checkbox"/> ANSI C136.41, 7-pin
LED driver	<input type="checkbox"/> Not dimmable	<input checked="" type="checkbox"/> Dimmable, 0-10V (IEC 60929)	<input type="checkbox"/> Dimmable, DALI (IEC 62386)
Electrical immunity--ANSI C136.2 combination wave test level	<input type="checkbox"/> Basic (6kV / 3kA)	<input checked="" type="checkbox"/> Enhanced (10kV / 5kA)	<input type="checkbox"/> Elevated (20kV / 10kA)
Upon failure of electrical immunity system	<input checked="" type="checkbox"/> Possible disconnect		<input type="checkbox"/> No possible disconnect
ANSI C136.31 vibration test level	<input checked="" type="checkbox"/> Level 1 (Normal)		<input type="checkbox"/> Level 2 (bridge/overpass)
Thermal management	<input type="checkbox"/> Liquids or moving parts		<input checked="" type="checkbox"/> No liquids or moving parts
Luminaire warranty period	5		Years
Rated life of LED driver(s)	100,000		Hours
IES LM-80 test duration	N/A		Hours
LED lumen maintenance	<input type="checkbox"/> Reported (restricted)		<input checked="" type="checkbox"/> Calculated (unrestricted)
Make/model of LED light source(s)	ACUITY		
	Nominal value		Tolerance (%)
Luminaire input power--initial	57	W	less than 1 W
Luminaire input power--maintained**	57	W	less than 1 W
LED drive current--initial	530	mA	less than 1 mA
LED drive current--maintained**	530	mA	less than 1 mA
In-situ LED T <sub>a</sub>	40	°C	N/A °C
LED lumen maintenance**	.75 @ 100,000 hrs	%	N/A %
CCT	4000	K	+1 - 5% K
Additional product description			

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
 SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: Reulet Electric Supplies

PHONE: (225) 421-8865

EMAIL: sreulet@reuletelectric.com

**Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway**

Delivery shall be within 98 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2018

Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K, Type III, with Photocontrol - Holophane MPL2P10S40KASBKTG3PRPCLLS5 or equal	Holophane MPL2P10S40K ASBKTG3PRP CLLS5	\$ 1,013.25	\$ 40,530.00
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series RTA5L16AYS13-SCP-RSB-9454 or equal	P&K RTA5L16AYS13 SCP-RSB-9454	\$ 1,318.04	\$ 52,721.60
3	40	Decorative Lighting Pole Base - P&K/Bridgewater series or equal	P&K Base	\$ 428.13	\$ 17,125.20
					<b>TOTAL</b>
					\$ <u>110,376.80</u>
<b>Total Written in Words:</b> <u>One hundred ten thousand three hundred seventy six and 80 cents</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: Reulet Electric Supplies

ADDRESS OF BIDDER: 11036 Airline Highway  
Baton Rouge, LA 70816

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Lance Reulet

Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Partner

DATE: January 15, 2019

\*\* Signature Authorization (Required by ALL Bidders): Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



11036 Airline Highway, Baton Rouge, LA 70816  
P.O. Box 15276, Baton Rouge, LA 70895  
Phone:(225)293-5432 Fax:(225)293-4267

**CORPORATE RESOLUTION**

BE IT RESOLVED BY THE Board of Directors of Reulet Electric Supplies, a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, that Michael W Chancellor, Manager of the Corporation and/or Lance Reulet of the Corporation, be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation with the Terrebonne Parish Consolidated Government and to do all things necessary in the premises.

**Reulet Electric Supplies, L.L.C.**

BY: 

**Mike Chancellor - Chancellor, Inc.**  
Managing Member

BY: 

**Lance Reulet - RBHC LLC**  
Member

BY: 

**Travis Reulet - RBHC LLC**  
Member

BY: 

**Cody Reulet - RBHC LLC**  
Member

BY: 

**Shane Reulet - RBHC LLC**  
Member

Date: 02/06/18

MINUTES OF THE TERREBONNE PARISH COUNCIL  
 REGULAR SESSION OF FEBRUARY 20, 2019

Appendix B Product Submittal Form:  
 Complete for Each Luminaire Submitted

Luminaire designation	Teardrop LED		
Luminaire manufacturer	Halo pharx		
Luminaire model number	MPL2 P10S 40K AS BK T63 PR PCLL 55		
Nominal IES (M/B/H/O) ratings	B = 1	U = 2	G = 2
Product family testing	<input checked="" type="checkbox"/> Submitted product is identical to tested product		<input type="checkbox"/> Submitted product differs from tested product(s) as explained in attached letter
Finish color	Black		
Height (nominal) pin size	1.5 inches		
Nominal luminaire weight	60 lb		
Nominal luminaire LPA	2.37 ft <sup>2</sup>		
Nominal luminaire input voltage	120-277 V		
Control interface	<input type="checkbox"/> None	<input checked="" type="checkbox"/> ANSI C136.10 (3-pin)	<input type="checkbox"/> ANSI C136.41, 5-pin
LED driver	<input type="checkbox"/> Not dimmable	<input checked="" type="checkbox"/> Dimmable, 0-10V (IEC 60929)	<input type="checkbox"/> Dimmable, DALI (IEC 62386)
Electrical immunity - ANSI C136.2 (immunity voltage level)	<input type="checkbox"/> Basic (6kV / 3kA)	<input checked="" type="checkbox"/> Enhanced (10kV / 5kA)	<input type="checkbox"/> Elevated (20kV / 10kA)
Upon failure of electrical immunity system	<input checked="" type="checkbox"/> Possible disconnect		<input type="checkbox"/> No possible disconnect
ANSI C136.31 vibration level	<input checked="" type="checkbox"/> Level 1 (Normal)		<input type="checkbox"/> Level 2 (bridge/overpass)
Chemical resistance	<input type="checkbox"/> Liquids or moving parts		<input checked="" type="checkbox"/> No liquids or moving parts
Luminaire warranty (years)	5 Years		
Rated life of LED (hours)	100,000 Hours		
IES TM-30-15 condition	Hours		
LED driver maintenance	<input type="checkbox"/> Reported (restricted)		<input checked="" type="checkbox"/> Calculated (unrestricted)
Make/model of LED light source(s)	Acuity		
	Nominal value		Tolerance (%)
Luminaire input power - initial	57	W	less than 1
Luminaire input power - maintained	57	W	less than 1
LED driver current - initial	530	mA	less than 1
LED driver current - maintained	530	mA	less than 1
LED temp. (°C)	40	°C	
LED lumen maintenance %	75 @ 100,000 hrs	%	
CCT	4000	K	+/- 5%
Additional product description			

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

*No Sig  
Auth.*

Toggle navigation

- [Home](#)
- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
  - [Create New Listing](#)
  - [Create New Forward Auction](#)
  - [Create New TPCG-MS](#)
- [Logout \(tpcg\)](#)


**Central Bidding Time:** Tue January 15, 2019 4:29:27 PM GMT-6

Location: **Houma > Louisiana > USA**  
Name: **Blake LeJeune**  
Email: **blake.lejeune@scurlockelectric.com**  
Address: **1903 Grand Caillou Road**  
Zip code: **70363**  
Contact number: **9858682253**  
Official  
Company/Business Name: **Scurlock Electric, LLC**  
Is your  
company/organization  
registered as a  
Disadvantaged Business  
Enterprise (DBE)? **No**  
Is your company owned  
my a female?: **No**  
Is your company owned  
by a minority?: **No**  
Contractor's License  
Number/Certificate of  
Responsibility  
Requirement Number::  
NIGP Codes: (Commodity  
code categories) **28511 - Capacitors, Motor Starting and  
Running**



MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\*   
TITLE OF AUTHORIZED SIGNATORY BIDDER: President  
DATE: 1/14/19

\*\* Signature Authorization (Required by ALL Bidders): Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019



*No Sig  
Auth.*

Toggle navigation

- [Home](#)
- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
  - [Create New Listing](#)
  - [Create New Forward Auction](#)
  - [Create New TPCG-MS](#)
- [Logout \(tpcg\)](#)

**Central Bidding Time:** Tue January 15, 2019 3:10:30 PM GMT-6

Location: **HOUMA > Louisiana > USA**  
Name: **Ritchie Marcombe**  
Email: **rmarcombe@bayoublackelec.com**  
Address: **5086 Hwy 311**  
Zip code: **70360**  
Contact number: **9852238807**  
Official  
Company/Business Name: **Bayou Black Electric**  
Is your  
company/organization  
registered as a  
Disadvantaged Business  
Enterprise (DBE)?: **No**  
Is your company owned  
my a female?: **No**  
Is your company owned  
by a minority?: **No**  
Contractor's License  
Number/Certificate of  
Responsibility  
Requirement Number::  
NIGP Codes: (Commodity  
code categories) **28569 - Misc. Electrical Equipment and  
Supplies (Not Otherwise Classified)**

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: BAYOU BLACK ELECTRIC SUPPLY  
5086 HWY 311  
HOUMA, LA 70360  
PHONE: 985-223-8807  
EMAIL: ritchie@bayoublackelec.com

**Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for Bayou Country Sports Park Roadway**

Delivery shall be within 75 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December, 2018

Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K, Type III, with Photocontrol - Holophane MPLZP10S40KASBKTG3PRPCLLS or equal	PEMCO coro1-skt-dpg-63w-4k-u-3-pc-lbk	\$ 1,389.89	\$ 55,595.60
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series RTA5L16AYS13-SCP-RSB-9454 or equal	PEMCO PSC-10-TBK	\$ 1,234.44	\$ 49,377.60
3	40	Decorative Lighting Pole Base - P&K/Bridgewater series or equal	PEMCO plb-416-5-16-s-488-1355-tbk	\$ incl. above	\$ incl. above
					<b>TOTAL</b> \$ 104,973.20
Total Written in Words: <u>One Hundred Four Thousand Nine Hundred Seventy Three Dollars and Twenty Cents</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: *(Enter the number assigned to each of the addenda that the Bidder is acknowledging)*

NAME OF BIDDER: Bayou Black Electric Supply

ADDRESS OF BIDDER: 5086 Hwy 311  
Houma, La 70360

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Christopher Lapeyrouse

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"  
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\* 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Secretary/Treasurer

DATE: 1/14/2019

**\*\* Signature Authorization (Required by ALL Bidders):** Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

OFFICIAL BID FORM  
SECTION "A"

TO: TPCG  
Recreation District 2-3  
Post Office Box 2768  
Houma, LA 70361

FROM: Scurlock Electric, LLC  
1903 Grand Caillou Rd.  
Houma, LA  
PHONE: (985) 868-2253  
EMAIL: quentinwalker@scurlockelectric.com

Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries for  
Bayou Country Sports Park Roadway

Delivery shall be within 100 calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment as specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2018

*Stenberg Libertyville Series*

Item #	Qty.	Item Description	Enter Brand & stock/part number	Unit Price	Extended Price
1	40	Teardrop LED Luminary - 7000 Lumens, 4000K, Type III, with Photocontrol - Holophane MPL2P10S40KASBKTG3PRPCLSS or equal	IA1914LED1L 4013M1410G E2R2	\$888. <sup>00</sup> 008.	\$35,552. <sup>00</sup>
2	40	Lighting Pole - 16ft. Bishop's Hook - P&K/RBT series RTASL16AYS13-SCP-RSB-9454 or equal	Stenberg T14T51	\$1330. <sup>25</sup>	\$53,210. <sup>00</sup>
3	40	Decorative Lighting Pole Base - P&K/Bridgewater series or equal	Stenberg Pole base	\$242. <sup>70</sup>	\$9,708. <sup>00</sup>
					TOTAL \$98,470. <sup>00</sup>
Total Written in Words: <u>Ninety-eight thousand four hundred seventy dollars &amp; 00/100.</u>					

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda:  
(Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: Scurlock Electric, LLC  
ADDRESS OF BIDDER: 1903 Grand Caillou Road  
Houma, LA 70363  
NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): X [Signature]

Bid 18-BCSP-80 (Re-Bid) Purchase of New/Unused LED Teardrop Luminaries

\*\*\*\*\*

Committee Member A. Williams explained that she asked that Agenda Item No. 10 - Discussion and possible action relative to "Smart City Lighting" be placed on the agenda because of the recent discussions regarding LEPA and the cost associated with it. She explained that the "Smart City Lighting" would add LED lighting and reduce the parish's usage which would be a cost saving benefit. She further explained that the unrestricted funds could be used for raises, reinvestments back into Terrebonne Parish and other programs such as crime cameras, etc. Ms. Williams stated that the "Smart City Lighting Program" is an all inclusive program that includes Entergy and other energy companies.

Mr. Terry Williams and Mr. Percy Gasery, addressed the Council relative to the "Smart City Lighting Program". Mr. Williams gave a brief overview of the program; stating that the program works in conjunction with Phillips. He stated that "Smart City Lighting" uses LED bulbs that help to reduce crime, decrease usage and decrease light bills. He further explained that the program can help the parish with security and safety; noting that "Smart City Lighting" can give the parish a free audit that provides baseline data that can be used to determine the needs of the parish as is relates to lighting, as well as, provides a projection of the cost savings. Mr. Williams stated that LED lights can be strategically placed with the cameras to provide the "real time" data in high crime areas. He stated that this program has no impact on the parish's budget; stating that there is no capital outlay up front and the parish would be paying for lights over time.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

Mr. Percy Gasery explained that the “Smart City Lighting Program” reduces the cost of utility bills for the citizens of Terrebonne Parish, as well as, provide a sense of security. He explained that “Smart City Lighting” is synergized technology that is integrated with “real time”, that allows Council Members to know what is happening in their districts.

Several Committee Members thanked the members of “Smart City Lighting” and asked about the cost savings for the parish, the life span of the light bulbs, as well as the WIFI connection associated with the camera and light system.

Ms. A. Williams moved, seconded by Mr. D. J. Guidry, “THAT, the Budget and Finance Committee request Administration to allow “Smart City Lighting” to perform an assessment in the Parish of Terrebonne to evaluate if the said program is beneficial to the parish with a cost savings and send all documents (SOQ Statement of Qualification) and the necessary proposal to the parish’s Legal Department for review.”

The Vice-Chairwoman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Vice-Chairwoman declared the motion adopted.

Mr. A. Marmande moved, seconded by Mr. D. W. Guidry, Sr., “THAT, there being no further business to come before the Budget & Finance Committee, the meeting be adjourned.”

The Vice-Chairwoman called for the vote on the motion offered by Mr. A. Marmande.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Vice-Chairwoman declared the motion adopted and the meeting was adjourned at 6:31 p.m.

Christa Duplantis-Prather, Vice-Chairwoman

Tammy E. Triggs, Minute Clerk

Ms. C. Duplantis-Prather moved, seconded by Mr. S. Dryden, “THAT the Council accept and ratify the minutes of the Budget and Finance Committee meeting held on 2/4/19.”

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

The Chairwoman called for a report on the Policy, Procedure, and Legal Committee meeting held on 2/4/19, whereupon the Committee Chairwoman rendered the following:

**POLICY, PROCEDURE, & LEGAL COMMITTEE**

**FEBRUARY 18, 2019**

The Chairwoman, Christa Duplantis-Prather, called the Policy, Procedure, & Legal Committee meeting to order at 6:33 p.m. in the Terrebonne Parish Council Meeting Room with an Invocation offered by Committee Member G. Michel and the Pledge of Allegiance led by Committee Member A. Marmande. Upon roll call, Committee Members recorded as present were: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel. Committee Member J. Navy was recorded as absent. A quorum was declared present.

OFFERED BY: MR. D. W. GUIDRY, SR.  
SECONDED BY: MR. A. MARMANDE

**RESOLUTION NO. 19-076**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND VANDEBILT CATHOLIC HIGH AND APPROVING THE WAIVER OF FEES FOR THE USE OF THE HOUMA-TERREBONNE CIVIC CENTER ON SATURDAY, MAY 18, 2019.

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that "[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual"; and,

**WHEREAS**, the students of VANDEBILT through the school's community service programs provide countless hours of recreation and service to young people and needy citizens in the Terrebonne Parish community; and

**WHEREAS**, with just one program, One Hundred Sixty-four VANDEBILT seniors provide recreation and support to at-risk children in the parish through the Campus Ministry's annual Christmas Project. This year the school adopted students from the Terrebonne Parish Head Start Program, by providing them with toys and clothing along with spending a day with children reading, crafting and recreating; and

**WHEREAS**, TPCG currently waives certain fees associated with the use for graduation ceremonies of the Houma-Terrebonne Civic Center for public schools in Terrebonne Parish and desires to waive the same fees for the students of VANDEBILT; and

**WHEREAS**, TPCG finds that its expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

**NOW THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute any and all documents necessary to effectuate this Cooperative Endeavor Agreement in accordance with substantially the same terms as the attached documents.

**THERE WAS RECORDED:**

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams, and G. Michel, A. Williams, and G. Michel.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

NAYS: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairwoman declared the resolution adopted on this the 18<sup>th</sup> day of February 2019.



**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
VANDEBILT CATHOLIC HIGH**

This agreement is entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, (“TPCG”), and

**VANDEBILT CATHOLIC HIGH**, (“VANDEBILT”) a Louisiana non-profit religious corporation duly authorized under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Manager, David C. Boudreaux; and

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and,

**WHEREAS**, the students of VANDEBILT through the school’s community service programs provide countless hours of recreation and service to young people and needy citizens in the Terrebonne Parish community; and

**WHEREAS**, with just one program, One Hundred Sixty-Four VANDEBILT seniors provide recreation and support to at-risk children in the parish through the Campus Ministry’s annual Christmas Project by providing toys, school supplies and clothing along with spending a day with children reading, crafting and recreating; and

**WHEREAS**, TPCG currently waives certain fees associated with the use for graduation ceremonies of the Houma-Terrebonne Civic Center for public schools in Terrebonne Parish and desires to waive the same fees for the students of VANDEBILT; and

**WHEREAS**, TPCG finds that its expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

**NOW THEREFORE**, in consideration of the mutual covenants herein and above contained, the Terrebonne Parish Consolidated Government and VANDEBILT each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

**Terms**

1.

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

2.

In consideration of the community services provided by students of VANDEBILT in recreation and to the needy throughout the year, TPCG hereby waives rental fees associated with the use of the Houma- Terrebonne Civic Center on May 18, 2019 for the 2019 graduation ceremony with the exception that VANDEBILT shall continue to be obligated to pay a five hundred dollar (\$500.00) set up fees.

Further, VANDEBILT shall be obligated to sign and abide by the Civic Center’s standard contract-which contract shall evidence the fee waiver provided herein. The standard Civic Center contract shall be executed by VANDEBILT within thirty (30) days of the execution of this Cooperative Endeavor Agreement but no less than thirty (30) days prior to the May 18, 2019 graduation ceremony.

**Termination**

This agreement shall be terminated under any or all of the following conditions:

- a. By written mutual agreement and consent of the parties hereto.

**Indemnification**

VANDEBILT agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "TPCG"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of VANDEBILT, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TPCG, and in the event of joint and concurrent negligence of both VANDEBILT and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to TPCG under Louisiana law.

VANDEBILT further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of TPCG.

**Compliance with Laws**

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

**Legal Construction**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**Choice of Law**

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

**Amendment**

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

\* \* \* \* \*

Mr. G. Michel moved, seconded by Ms. A. Williams, "THAT, the Policy, Procedure, & Legal Committee approve a co-sponsorship request from The Foundation for TGMC for their Night Light Dash fundraiser on March 16, 2019."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

Ms. A. Williams moved, seconded by Mr. D. W. Guidry, Sr. and Mr. S. Dryden, "THAT, the Policy, Procedure, & Legal Committee approve the co-sponsorship request from the Bayouland YMCA for the 3<sup>rd</sup> Annual Bayouland YMCA Paint the Town Color Run on March 30, 2019."

The Chairwoman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

Mr. S. Dryden moved, seconded by Mr. G. Michel, "THAT, the Policy, Procedure, & Legal Committee approve the co-sponsorship request from Terrebonne Foundation for Academic Excellence 5K Run for Excellence and Food Fest on May 11, 2019."

The Chairwoman called for the vote on the motion offered by Mr. S. Dryden.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. A. Marmande, "THAT, the Policy, Procedure, & Legal Committee approve the co-sponsorship request from the Cajun French Music Association for the Bayou Cajun Festival at the Municipal Auditorium on June 8, 2019."

The Chairwoman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted.

Mr. A. Voisin, a member of the Cajun French Music Association, thanked the Council and Administration for their support. He stated that they will be having an eight hour festival in Downtown Houma and their meetings are every first Wednesday of the month at the Houma-Terrebonne Main Library. Also a Jam Session is held every Tuesday at the Waterlife Museum.

Several Committee Members along with Parish President Dove thanked Mr. Voisin for keeping the Cajun French culture and heritage alive.

Ms. A. Williams moved, seconded by Mr. A. Marmande, "THAT, the Policy, Procedure, & Legal Committee approve a co-sponsorship request from the Junior Auxiliary of Houma's Dancing With the Stars fundraiser on August 10, 2019 at the Houma-Terrebonne Civic Center."

The Chairwoman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

The Chairwoman declared the motion adopted.

Mr. S. Dryden moved, seconded by Mr. D. W. Guidry, Sr., "THAT, there being no further business to come before the Policy, Procedure, & Legal Committee, the meeting be adjourned."

The Chairwoman called for the vote on the motion offered by Mr. S. Dryden.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, A. Williams and G. Michel.

NAYS: None.

ABSENT: J. Navy.

The Chairwoman declared the motion adopted and the meeting was adjourned at 6:42 p.m.

Christa Duplantis-Prather, Chairwoman

Tammy E. Triggs, Minute Clerk

Ms. C. Duplantis-Prather moved, seconded by Mr. S. Dryden, "THAT the Council accept and ratify the minutes of the Policy, Procedure, and Legal Committee meeting held on 2/4/19."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. S. Dryden, "THAT the Council approve the following street light list:

**STREET LIGHT LIST  
02-20-19**

UPGRADE 2 STREET LIGHTS ON COBBLESTONE WEST TO 100W LED EQUIVALENT; TPCG UTILITIES; RLD 2; DARRIN GUIDRY; DISTRICT 6

UPGRADE 2 STREET LIGHTS ON COBBLESTONE EAST TO 100W LED EQUIVALENT; TPCG UTILITIES; RLD 2; DARRIN GUIDRY; DISTRICT 6

INSTALL 1 **POLE** & 100W LED EQUIVALENT STREET LIGHT AT 28 COBBLESTONE EAST; TPCG UTILITIES; RLD 2, DARRIN GUIDRY, DISTRICT 6

INSTALL 1 STREET LIGHT AT 742 CROCHETVILLE ROAD IN MONTEGUT; ENTERGY; RLD #6; STEVE TROSCLAIR; DISTRICT 9

INSTALL 1 POLE & 1 250W HPS STREET LIGHT AT 5701 HIGHWAY 56 IN CHAUVIN, LA; ENTERGY; RLD 7; DIRK GUIDRY; DISTRICT 8

UPGRADE 2 100W HPS STREET LIGHT TO 250W HPS STREET LIGHTS AT 5108 BAYOUSIDE DRIVE & 5110 BAYOUSIDE DRIVE IN CHAUVIN; ENTERGY; RLD 7; DIRK GUIDRY; DISTRICT 8."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. A. Marmande, "THAT the Council approve attendance to the Louisiana Association of Municipal Secretaries & Assistants' Conference, March 20-22, 2019 in Metairie, LA."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Mr. D. J. Guidry moved, seconded by Ms. C. Duplantis-Prather, "THAT the Council hold nominations open for two representatives from Covenant Christian and one alternate position (South of the Intracoastal) on the Terrebonne Parish Youth Advisory Council."

The Chairwoman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. G. Michel, "THAT the Council hold nominations open for the one expired term on the Bayou Cane Fire Protection District Board."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Mr. S. Dryden moved, seconded by Ms. C. Duplantis-Prather, "THAT the Council hold nominations open for the one unexpired term on the Coteau Fire Protection District Board."

The Chairwoman called for a vote on the motion offered by Mr. S. Dryden.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Mr. D. J. Guidry moved, seconded by Mr. G. Michel, "THAT the Council hold nominations open for the six expired terms on the Children and Youth Services Planning Board."

The Chairwoman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. J. Navy, "THAT the Council open nominations for the one expiring term on the Recreation District No. 8 Board, nominate Ms. Sue Adams, close nominations, and re-appoint Ms. Adams to serve another term on the aforementioned board."

The Chairwoman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. G. Michel, "THAT the Council open nominations for one expiring term on the Terrebonne Parish Tree Board, nominate Mr. Myers McAllister, close nominations, reappoint Ms. McAllister to serve another term on the aforementioned board."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, and A. Williams.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Council Member S. Trosclair encouraged the public to keep all active military, veteran, law enforcement, firefighters, and first responders in their thoughts and prayers daily. He then encouraged the public to attend the various Mardi Gras parades being held starting Friday and wished them a safe and happy Mardi Gras season.

Council Member G. Michel welcomed Ms. Leslie Jones and recognized Mr. Phil and Mrs. Janette Schexnayder who were in attendance for the evening's proceedings.

Council Member C. Duplantis-Prather encouraged the public to have their pets spayed or neutered to help control the pet population and announced that the Animal Shelter still had grant funding available for these services for cats.

Council Member A. Marmande wished the public a safe and peaceful Mardi Gras and thanked Administration for their efforts in installing new street lights.

The Chairwoman announced that the groundbreaking for the Gibson Canal Pump Station would be held Saturday, March 2, 2019 at 10:30 a.m. and invited the public to attend.

Mr. G. Michel moved, seconded by Mr. S. Trosclair, "THAT, the Council approve the following Monthly Engineering Reports:

- A. GIS Engineering, LLC
- B. T. Baker Smith, LLC
- C. Milford & Associates, Inc."

The Chairwoman called for a vote on the motion offered by Mr. G. Michel.

MINUTES OF THE TERREBONNE PARISH COUNCIL  
REGULAR SESSION OF FEBRUARY 20, 2019

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted.

Ms. C. Duplantis-Prather moved, seconded by Mr. A. Marmande, "THAT, there being no further business to come before the Council, the meeting be adjourned."

The Chairwoman called for a vote on the motion offered by Ms. C. Duplantis-Prather.

THERE WAS RECORDED:

YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairwoman declared the motion adopted and the meeting was adjourned at 6:56 p.m.

KEITH M. HAMPTON, MINUTE CLERK

/s/ARLANDA J. WILLIAMS, CHAIRWOMAN  
TERREBONNE PARISH COUNCIL

ATTEST:

/s/VENITA H. CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL