
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Daniel Babin	Chairman
Mr. Clayton Voisin, Jr.	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Ms. Kim Chauvin	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

August 26, 2024
5:35 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- RESOLUTION:** Authorizing the execution of Amendment No. 1 to the agreement for Professional Engineering Services with David A. Waitz Engineering and Surveying, Inc. for the PVC Gas Line Improvements, Presque Isle Area, Phase 1, Project No. 23-GAS-35.
- RESOLUTION:** Authorizing the Parish President to Execute an Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Authorize TLCD to Use TPCG's Flexi-Float Bridge System for Its Work on the Lower Dularge

West Emergency Rehab Project.

3. **RESOLUTION:** Rejecting all bids for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.
4. **RESOLUTION:** Authorizing the Parish President to Execute a Contract with Edko, LLC as a Second Contractor to Perform Services Under RFP #22-VEG-58 Vegetation Maintenance Contract.
5. **RESOLUTION:** To Authorize the Parish Administration to Execute a Lease Agreement Between Mos IV, LLC and Terrebonne Parish Consolidated Government
6. Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, September 11, 2024 at 6:30 p.m.
7. Consider the introduction of an ordinance to Amend Sec. 13-63 “Qualifications for Drivers,” Sec. 13-65 “Standards for Ambulance Equipment,” Sec. 13-70 “Transportation of Emergency Patients”, and Sec. 13-90 “Ambulance Inspections” in Article IV of Chapter 13 of the Terrebonne Parish Code of Ordinances; and to Provide for Other Matters Relative Thereto; and call a Public Hearing on Wednesday, September 11, 2024 at 6:30 p.m.
8. Consider the introduction of an ordinance to amend Chapter 19, Article II – Parades of the Terrebonne Parish Code of Ordinances to rename the Mardi Gras Parade Safety Committee to the Terrebonne Parish Parade Safety Committee, to amend the membership of and designate clerical support for said committee, and to provide for related matters and call a public hearing on said matter on Wednesday, September 11, 2024, at 6:30 p.m.
9. Adjourn

Category Number:
Item Number:



Monday, August 26, 2024

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, August 26, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, August 26, 2024

Item Title:

PVC Gas Line Improvements Presque Isle Area Phase 1 Amendment

Item Summary:

RESOLUTION: Authorizing the execution of Amendment No. 1 to the agreement for Professional Engineering Services with David A. Waitz Engineering and Surveying, Inc. for the PVC Gas Line Improvements, Presque Isle Area, Phase 1, Project No. 23-GAS-35.

ATTACHMENTS:

Description	Upload Date	Type
PVC Gas Line Improvements Presque Isle Area Phase 1 Amendment	8/19/2024	Executive Summary
PVC Gas Line Improvements Presque Isle Area Phase 1 Amendment	8/19/2024	Resolution
PVC Gas Line Improvements Presque Isle Area Phase 1 Amendment	8/19/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

PVC Gas Line Improvements, Presque Isle Area, Phase 1
Project Number 23-GAS-35

PROJECT SUMMARY (200 WORDS OR LESS)

Approval of Amendment No. 1 for David A. Waitz Engineering & Surveying, Inc. to include increasing the Lump Sum and upset limit for Measuring Existing Conditions, Permits, and reducing Right-of-Way.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The project will upgrade and replace approximately 29,000 linear feet of gas lines with P.E gas lines. This upgrade will improve the flow and increase the operating pressure of the existing gas distribution system.

TOTAL EXPENDITURE

\$49,387.60
303-806-8917-64

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

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Signature

8/19/24

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the execution of Amendment No. 1 to the agreement for Professional Engineering Services with David A. Waitz Engineering and Surveying, Inc. for the PVC Gas Line Improvements, Presque Isle Area, Phase 1, Project No. 23-GAS-35.

WHEREAS, by contract dated September 22, 2023, Terrebonne Parish Consolidated Government did award a contract to David A. Waitz Engineering, Inc. for the PVC Gas Line Improvements, Presque Isle Area, Phase 1, Project No. 23-GAS-35, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1679381 of the records of Terrebonne Parish, Louisiana, and

WHEREAS, an Amendment No. 1 has been recommended for an increase in the amount of Forty-Nine Thousand, Three Hundred, Eighty-Seven Dollars and 60 Cents (\$49,387.60), to include increasing the Lump Sum and upset limits for Measuring Existing Conditions, Permits, and reducing Right-of-Way, 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 contract for Professional Engineering Services with David A. Waitz Engineering, Inc. for the PVC Gas Line Improvements, Presque Isle Area, Phase 1, Project No. 23-GAS-35, be, and is hereby, approved.

BE IT FURTHER RESOLVED, that the Parish President, and all appropriate parties be, and they are hereby, authorized to execute Amendment No. 1, for an increase in the Lump Sum and upset limits for Measuring Existing Conditions, Permits, and reducing Right-of-Way increasing the amount by Forty-Nine Thousand, Three Hundred, Eighty-Seven Dollars and 60 Cents (\$49,387.60).

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2024.

I, TAMMY E. TRIGGS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 2024 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2024.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

DAVID A. WAITZ ENGINEERING AND SURVEYING, INC.
Civil Engineers & Professional Land Surveyors



Jacob A. Waitz, P.E., L.S.I.

David A. Waitz, P.E., P.L.S.

James M. Templeton, P.L.S.

August 9, 2024

HAND-DELIVERED

Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Attention: Mr. Ernest Brown, Jr., Utilities Director

RE: TRANSMITTAL OF AMENDMENT NO. 1 TO ENGINEERING AGREEMENT - PVC GAS LINE IMPROVEMENTS, PRESQUE ISLE AREA, PHASE 1, PARISH PROJECT NO. 23-GAS-35 - TERREBONNE PARISH CONSOLIDATED GOVERNMENT – ENGINEER'S PROJECT NO. 2023-046

Dear Ernest:

We are hereby transmitting four (4) originals of the Amendment No. 1 to the Engineering Agreement for the above referenced project. Would you be so kind as to review this document and we request that it be placed on the appropriate agenda for consideration of approval.


This proposed Amendment to our Engineering Agreement is to address the re-working of the project from the planning phase to the final design which has resulted in a higher Basic Services Fee. This Amendment is to revise the Basis Service Fee to match the current Construction Cost due to the additional work added to the project. It is also to increase and decrease the Additional Services resulting to date from the re-working of the design.

If this Amendment is approved, please have the originals submitted for signing by the Parish President and recorded with the Terrebonne Parish Clerk of Court's office. Please provide our office with a fully executed and recorded copy for our file.

Thank you in advance for your cooperation and assistance in this matter and if you should have any questions, please do not hesitate to contact our office.

Sincerely,

DAVID A. WAITZ
ENGINEERING & SURVEYING, INC.



Jacob A. Waitz, P.E., L.S.I.

JAW/dth

Enclosure: Amendment No. 2 to Engineering Agreement (4 originals)

Cc: Karen Domingue, Office Manager, Utilities Dept.
File (with enclosure)

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO.1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2024;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Jason W. Bergeron (hereafter sometimes referred to as "OWNER"), and

DAVID A. WAITZ ENGINEERING AND SURVEYING, INC., represented herein by Jacob A. Waitz, P.E., L.S.I., duly authorized signature (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 7.1.1 (Basic Services) and Section 7.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated September 21, 2023 for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an engineering agreement dated September 21, 2023, to the entitled **PVC Gas Line Improvements, Presque Isle Area, Phase 1** identified as **Parish Project No. 23-GAS-35**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, it is necessary to make changes to the engineering agreement due to the extensive re-working of the project during the design phase, and

WHEREAS, the firm of David A. Waitz Engineering and Surveying, Inc. has been asked to perform these services under the Additional Services Section of the Engineering Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

NOW THEREFORE, be it understood and agreed by the parties hereto to amend the engineering agreement as follows:

Section 7, Paragraph 7.1.1, to read as follows:

7.1.1 For Basis Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 3 (as amended and supplemented by Exhibit “B”, Further Description of Basic Engineering Services and Related Matters”) as follows:

Lump Sum amount of \$127,512.72

Amend Section 7, Paragraph 7.1.2.1, to read as follows:

7.1.2.1 General. For Additional Services rendered under Paragraphs 4.1.1 through 4.1.17, inclusive (except services covered by Paragraph 4.1.7 and services as a consultant or witness under 4.1.16), on the basis of Exhibit “D”, Revised Summary of Estimated Quantities and Probable Costs. ENGINEER, shall not perform these Additional Services, and OWNER shall not pay ENGINEER for these ADDITIONAL SERVICES, unless OWNER provides advance written authorization therefor. At this time, the following Additional Services are anticipated and the Limitation of Costs shown below are recommended for budgetary considerations.

<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE/DECREASE</u>	<u>NEW LIMIT</u>
Measure Existing			
Conditions	\$40,000.00	+\$ 24,745.00	\$64,745.00
Right-of-Way	\$ 5,000.00	- \$ 5,000.00	\$----0----
Permits	\$ 5,000.00	+\$ 765.00	\$ 5,765.00
TOTALS	\$50,000.00	+\$20,510.00	\$70,510.00

NOW THEREFORE, be it understood and agreed by the parties hereto that the contract be amended as stated above.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this _____ day of _____, 2024.

OWNER:

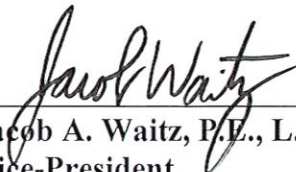
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Jason W. Bergeron, President


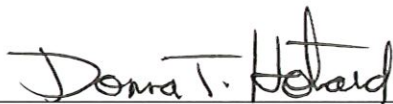
WITNESSES:

ENGINEER:

DAVID A. WAITZ
ENGINEERING AND SURVEYING, INC.

BY:  _____
Jacob A. Waitz, P.E., L.S.I.,
Vice-President

WITNESSES:

 _____
 _____



Monday, August 26, 2024

Item Title:

IGA between TPCG and TLCD for the Flexi-Float Bridge System

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute an Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Authorize TLCD to Use TPCG's Flexi-Float Bridge System for Its Work on the Lower Dularge West Emergency Rehab Project.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/21/2024	Executive Summary
Resolution	8/21/2024	Resolution
IGA	8/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
<p>RESOLUTION: To Authorize the Parish President to Execute an Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Authorize TLCD to Use TPCG's Flexi-Float Bridge System for Its Work on the Lower Dularge West Emergency Rehab Project.</p>

PROJECT SUMMARY (200 WORDS OR LESS)
<p>TLCD has request TPCG's permission to use the Flexi-Float Bridge System in connection with the construction of the Lower Dularge West Emergency Rehabilitation Project.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p>TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish.</p>

TOTAL EXPENDITURE	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
	YES
	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

 Noah J. Lirette, Chief Administrative Officer

 Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED (TPCG) GOVERNMENT WITH TERREBONNE LEVEE AND CONSERVATION DISTRICT (TLCD) TO AUTHORIZE TLCD TO USE TPCG'S FLEXI-FLOAT BRIDGE SYSTEM FOR ITS WORK ON THE LOWER DULAREGE WEST EMERGENCY REHAB PROJECT.

WHEREAS, the "Local Services Law," La. R.S. 33:1321, *et seq.*, provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, LA R.S. 38:329 and 33:1236 specifically authorize TLCD and TPCG to enter into agreements of this nature; and

WHEREAS, TPCG is a Home Rule Charter local government and is granted the liberally construed "right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs" and "to promote, protect, and preserve the general welfare, safety, health, peace and good order of the parish," not denied by the Charter, by general law, or inconsistent with the Constitution, per Louisiana Constitution Articles VI §§ 5-6 and Terrebonne Parish Charter Sections 1-01, 1-05, 1-06, and 8-08; and

WHEREAS, on certain levee, drainage and flood protection projects TPCG works directly and cooperatively with the TLCD on projects that are of mutual benefit, and overlap each agency's authority in an effort to provide additional flood protection to the residents of Terrebonne Parish; and

WHEREAS, on June 18, 2024, TLCD adopted Resolution 24-011 declaring a state of emergency due to the imminent threat of harm to the people and property of lower Dularge associated with significant vulnerabilities of the Lower Dularge West Levee and the imminent start of the 2024 Hurricane Season; and

WHEREAS, in response to the declaration of emergency TLCD has sought emergency bids for emergency repairs and rehabilitation of the Lower Dularge West Levee (hereinafter sometimes referred to as the "Lower Dularge West Emergency Rehabilitation Project"); and

WHEREAS, TPCG is the owner of a flexi-float bridge (hereinafter sometimes referred to as "FLEXI-FLOAT BRIDGE SYSTEM" or "EQUIPMENT") approximately 80 feet in length and currently located south of TPCG's Brady Road permanent swing bridge; and

WHEREAS, in furtherance of these mutual goals, TLCD has request TPCG's permission to use the FLEXI-FLOAT BRIDGE SYSTEM in connection with the construction of the Lower Dularge West Emergency Rehabilitation Project; and

WHEREAS, TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish; and

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the Parish President is authorized to execute on behalf of the TPCG the Intergovernmental Agreement attached to and incorporated in this resolution, or an agreement substantially similar, subject to approval by the TPCG legal department, for the purposes set forth herein.

THERE WAS RECORDED:

YEAS:
NAYS:
ABSTAINING:
ABSENT:

The Chair declared the resolution adopted on this the _____ day of _____, 2024.

* * * * *

I, TAMMY TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2024 and subsequently ratified by the Assembled Council in Regular Session on _____, 2024 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
TERREBONNE LEVEE AND CONSERVATION DISTRICT

**AGREEMENT FOR USE OF FLEXI-FLOAT BRIDGE FOR
LOWER DULARGE WEST EMERGENCY REHABILITATION PROJECT**

This **INTERGOVERNMENTAL AGREEMENT** is made and entered between:

Terrebonne Parish Consolidated Government (hereinafter “TPCG”), a political subdivision of the state of Louisiana, represented herein by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Council Ordinance No. _____; and

Terrebonne Levee and Conservation District (hereinafter “TLCD”), a political subdivision of the state of Louisiana, represented herein by its duly authorized Executive Director, Angela Hidalgo.

WITNESSETH :

WHEREAS, LA R.S. 33:1324, also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, LA R.S. 38:329 and 33:1236 specifically authorizes TLCD and TPCG to enter into agreements of this nature; and

WHEREAS, TLCD has been granted by the Louisiana Legislature certain rights, powers, and duties, including but not limited to establishing, constructing, operating, or maintaining flood control works, as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation, in addition to the authority to establish flood control, adequate drainage relating to tidal or riverine flooding, and water resources development including but not limited to construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, and marsh management, and all other rights, powers and duties provided by law; and

WHEREAS, TPCG is a Home Rule Charter local government and is granted the liberally construed “right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs” and “to promote, protect, and preserve the general welfare, safety, health, peace and good order of the parish,” not denied by the Charter, by general law, or inconsistent with the Constitution, per Louisiana Constitution Articles VI §§ 5-6 and Terrebonne Parish Charter Sections 1-01, 1-05, 1-06, and 8-08; and

WHEREAS, on certain levee, drainage and flood protection projects TPCG works directly and cooperatively with the TLCD on projects that are of mutual benefit, and overlap each agency’s authority in an effort to provide additional flood protection to the residents of Terrebonne Parish; and

WHEREAS, on June 18, 2024, TLCD adopted Resolution 24-011 declaring a state of emergency due to the imminent threat of harm to the people and property of lower Dularge associated with significant vulnerabilities of the Lower Dularge West Levee and the imminent start of the 2024 Hurricane Season; and

WHEREAS, in response to the declaration of emergency TLCD has sought emergency bids for emergency repairs and rehabilitation of the Lower Dularge West Levee (hereinafter sometimes referred to as the “Lower Dularge West Emergency Rehabilitation Project”); and

WHEREAS, TPCG is the owner of a flexi-float bridge (hereinafter sometimes referred to as “FLEXI-FLOAT BRIDGE SYSTEM” or “EQUIPMENT”) approximately 80 feet in length and currently located south of TPCG’s Brady Road permanent swing bridge; and

WHEREAS, in furtherance of these mutual goals, TLCD has request TPCG’s permission to use the FLEXI-FLOAT BRIDGE SYSTEM in connection with the construction of the Lower Dularge West Emergency Rehabilitation Project; and

WHEREAS, TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish; and

NOW THEREFORE, in consideration of the mutual covenants of both parties, the additional flood protection and the mutual benefits to be derived by both parties and the residents of Terrebonne Parish, the parties hereto agree as follows:

ARTICLE I
PROJECT AND EQUIPMENT IDENTITY

This intergovernmental agreement shall outline standard terms, concepts and requirements, associated with TLCD’s use of a FLEXI-FLOAT BRIDGE SYSTEM (hereinafter sometimes referred to as the “EQUIPMENT”) owned by TPCG in connection with the Lower Dularge West Emergency Rehabilitation Project “hereinafter sometimes referred to as “Project”).

ARTICLE II
CONDITIONS

TPCG agrees to allow TLCD and its contractors, agents, representatives and employees to utilize the Equipment in connection with the Lower Dularge West Emergency Rehabilitation Project. TLCD and its contractors, agents, representatives and employees shall not use EQUIPMENT in connection with any other work without the express written approval of TPCG. TLCD shall be responsible for mobilizing the EQUIPMENT to the Project site and having it installed in a proper manner.

TLCD, at its own expense, shall add EQUIPMENT to its list of items covered as insured under its own insurance policy, with TPCG being listed on the insurance certificate as an additional insured.

TLCD assumes responsibility for the condition and security of the EQUIPMENT until it is returned to TPCG at the designated location. TLCD further assumes all risk of damage to the TPCG including, but not limited to, damage to the roadways over which TLCD trucks use for the performance of the work herein, and hereby waives all claims in respect thereof against TPCG. TLCD shall take all reasonable measures to ensure EQUIPMENT’s protection during adverse weather events, including but not limited to tropical storms or hurricanes.

Upon providing reasonable notice to TLCD, TPCG shall be allowed to take possession of the EQUIPMENT for use in connection with an emergency declared by the Terrebonne Parish President. In the event TPCG requires the use of the EQUIPMENT in a non-emergency situation, TPCG and TLCD shall develop a mutually agreed upon schedule that would allow for use of the EQUIPMENT by TPCG and not unreasonably interfere with the Project.

Upon the expiration or termination of this Agreement, CONTRACTOR shall return the EQUIPMENT to TPCG at the current location in Dularge, on Bayou Dularge, approximately 870 feet from Brady Road Bridge, or any other location reasonably designated by TPCG.

TLCD shall return the EQUIPMENT to TPCG free from all damage and in the same condition and appearance as when received, ordinary wear and tear alone excepted.

TPCG and TLCD shall conduct a pre-use inspection and post-use inspection of the EQUIPMENT and subject roads and shall document the inspection.

TLCD shall also return the roadway(s) to TPCG free from all damage and in the same condition and appearance as when received, ordinary wear and tear alone excepted.

ARTICLE III **INDEMNIFICATION**

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, same and hold harmless TLCD including all its agents, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from and against any and all claims, demands, expenses, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees including volunteers, related to the performance or non-performance of the agreement herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TLCD, including all its agents, partners, servants, officers, employees, including volunteers, as a result of any such claims, demands 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 TLCD, including all its agents, partners, servants officers, employees, including volunteers. This indemnification does apply to any strict liability of TLCD, including all its agents, partners, servants, officers, employees, including volunteers, regardless of the availability or applicability of insurance. TPCG 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.

To the fullest extent permitted by law, TLCD shall protect, defend, indemnify, save and hold harmless TPCG, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TLCD, its agents, its partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the agreement and ownership of the facility herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by TPCG, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. This indemnification does apply to any strict liability of TPCG, all their officers, agents, servants and employees, including volunteers, regardless of the availability or applicability of insurance. TLCD 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 suite is groundless, false or fraudulent.

Nothing in this Agreement shall be construed as a waiver of any defenses or immunities provided to any party hereto by any Federal or Louisiana law or statute. It is clearly the intent of all parties that all parties shall be allowed to assert any and all defenses and immunities provided by Federal or Louisiana law.

The obligations under this Section shall survive termination or expiration of this Agreement.

ARTICLE IV **BOND**

4.1 TLCD shall furnish a Bond in the amount of one million (\$1,000,000.00) dollars as security for any potential damage to TPCG's roadway that the project may cause. The payment provisions of this bond regardless of form or content, shall be construed as, and deemed, statutory bond provisions. This Bond shall remain in effect at least until one year after the date of the return of the EQUIPMENT to TPCG, except as otherwise provided by Law or Regulations. The Bond shall be in the form prescribed by Law or Regulation. The Bond signed by an agent must be accompanied by a certified copy of such agent's authority.

4.2 The bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

4.3 The bond shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

4.4 If the Surety on any Bond or any insurance company providing any insurance coverages furnished by TLCD is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, TLCD shall, within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to Owner. The Owner reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

4.5 TLCD shall include subcontractors under its bonds or shall require that subcontractors furnish and evidence separate bonds conforming to the requirements herein.

4.6 If, at any time during the Contract period, TLCD fails to provide satisfactory evidence of all Bond and Insurance requirements or fails to take all corrective action required by TPCG, TPCG reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

ARTICLE V **MODIFICATION**

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.

ARTICLE VI **FORCE MAJEURE**

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 VII **THIRD-PARTY CONTRACTS; NO THIRD-PARTY BENEFICIARY**

This Act shall in no way be construed to make either party herein a party to any contract between the TLCD and its contractors or subcontractors; TPCG and its contractors or subcontractors; TPCG and any third-party; or TLCD and any third-party. Nothing herein is intended, and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

ARTICLE VIII
COMPLIANCE WITH LAWS

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

ARTICLE 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.

ARTICLE X
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.

ARTICLE XI
AMENDMENT

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties.

ARTICLE XII
NO WAIVER

The failure of TPCG or TLCD 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 XIII
CAPTIONS

The captions to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

ARTICLE XIV
SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

ARTICLE XV
EFFECTIVE DATE

This act shall be effective immediately upon the signing of both parties.

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the ____ day of _____, 2024, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: JASON W. BERGERON

PARISH PRESIDENT

NOTARY

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the ____ day of _____, 2024, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

**TERREBONNE LEVEE AND
CONSERVATION DISTRICT**

BY: ANGELA HIDALGO

EXECUTIVE DIRECTOR

NOTARY



Monday, August 26, 2024

Item Title:

Bid Rejection for BCSP Limestone Parking Lot

Item Summary:

RESOLUTION: Rejecting all bids for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/21/2024	Executive Summary
Resolution	8/21/2024	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 23-PARK-46	BCSP Limestone Parking Lot

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a concessions stand for the Bayou Country Sports Park

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This resolution allows for the rejection of all bids submitted due to the determination of TPCG to not build the project within twelve months.

TOTAL EXPENDITURE					
N/A					
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
ACTUAL	ESTIMATED				
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center; padding: 5px;"><u>N/A</u></td> <td style="width: 25%; text-align: center; padding: 5px;">NO</td> <td style="width: 25%; text-align: center; padding: 5px;">YES</td> <td style="width: 25%; text-align: center; padding: 5px;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	N/A
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

Jeanne P. Bray

8/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

A Resolution rejecting all bids for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.

WHEREAS, bids have been received for the Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot by the Terrebonne Parish Consolidated Government, and

WHEREAS, TPCG has determined not to build the project within twelve months of the date for public opening and presentation of bids, and

WHEREAS, the Parish Administration has recommended that all bids received for the Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, be rejected.

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 approved and that all bids received for the Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, be rejected.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this _____ day of _____, 2024.

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2024.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, August 26, 2024

Item Title:

Contract with Edko, LLC as a Second Contractor to Perform Services Under Vegetation Maintenance Contract

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute a Contract with Edko, LLC as a Second Contractor to Perform Services Under RFP #22-VEG-58 Vegetation Maintenance Contract.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/21/2024	Executive Summary
Resolution	8/21/2024	Resolution
Service Contract	8/21/2024	Backup Material
RFP #22-VEG-58 Vegetation Maintenance Contract	8/21/2024	Backup Material
Licenses	8/21/2024	Backup Material
Edko Response to RFP	8/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
RESOLUTION: To Authorize the Parish President or Execute a Contract with Edko, LLC as a Second Contractor to Perform Services Under RFP #22-VEG-58 Vegetation Maintenance Contract

PROJECT SUMMARY (200 WORDS OR LESS)
TPCG desires to hire a second vegetation maintenance contractor to perform services for vegetation maintenance to facilitate regular upkeep in the road rights of ways

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Overgrown vegetation in the road rights of way in Terrebonne Parish has been a safety concern in the summer months this year, prompting increased complaints from citizens regarding the parish's failure to keep up with roadside mowing

TOTAL EXPENDITURE			
\$250,000.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED: \$407,253.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

 Noah J. Lirette, Chief Administrative Officer

Date 8/21/24

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE
A CONTRACT WITH EDKO, LLC AS A SECOND CONTRACTOR TO
PERFORM SERVICES UNDER RFP # 22-VEG-58 VEGETATION
MAINTENANCE CONTRACT

WHEREAS, in or around May 2023 the Terrebonne Parish Consolidated Government entered into a non-exclusive contract for vegetation maintenance under RFP # 22-VEG-58 with Norris & Boudreaux Contractors, LLC; and

WHEREAS, overgrown vegetation in the road rights of way in Terrebonne Parish has been a safety concern in the summer months this year, prompting increased complaints from citizens regarding the parish's failure to keep up with roadside mowing; and

WHEREAS, TPCG desires to hire a second vegetation maintenance contractor to perform services for vegetation maintenance to facilitate regular upkeep in the road rights of ways; and

WHEREAS, Edko, LLC submitted a proposal under RFP #22-VEG-58 and was the second most advantageous proposer thereunder; and

WHEREAS, Edko, LLC agreed to execute the same contract, using the same prices, as agreed to by the first contractor, except for:

1. the term of the contract, which was updated in the proposed Edko contract to expire at the same time as the first contractor's term; and
2. the Edko contract has a limitation on mowing cycles to keep costs for the services for these contracts within budget; and

WHEREAS, a copy of the proposed contract with Edko, LLC is attached and made a part of this resolution; and

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President or his designee to execute the attached contract between TPCG and Edko, LLC

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chair declared the resolution adopted on this the ____ day of _____, 2024.

* * * * *

I, TAMMY TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2024 and subsequently ratified by the Assembled Council in Regular Session on _____, 2024 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____ 2024.

COUNCIL CLERK

Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**SERVICE CONTRACT FOR
VEGETATION MAINTENANCE
22-VEG-58**

This Contract is hereby made and executed on the date(s) herein below, by and between:

I. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Resolution No. 20-378, or his duly authorized Designee by virtue of that certain Act of designation filed for record with the Terrebonne Parish, Louisiana recorder of conveyances at Entry No. 1627089 hereinafter designated as “Owner”; and

1.2. **Edko, LLC (EIN 72-1159678)**, a Louisiana Corporation, whose mailing address for the purposes herein is 4615 Marlana Street, Bossier City LA 71111, holding Louisiana Contractor’s License No. 21305, represented herein by Jason D. Sellers, its duly authorized COO, by virtue of the document annexed hereto at **Exhibit A**, incorporated herein, and who is hereinafter designated as “Contractor”;

who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:

II. EFFECTIVE DATE AND TERM

The contract period shall begin on the date of execution of this agreement by the last party signing and expire the latter of either December 31, 2024, or upon the completion of work orders given. The initial term of this contract may be extended for a subsequent one (1) year term, ending December 31, 2025, provided there is no change in the terms, conditions, specifications and pricing structure.

III. GENERAL SCOPE

Provide Vegetation Maintenance and Control of Emergent Aquatic Vegetation as required by the specifications for the Terrebonne Parish Consolidated Government and other agencies by authorization of Terrebonne Parish Resolution _____. Contractor shall execute services in strict accordance with the specifications and conditions outlined herein.

IV. SCOPE OF WORK

4.1. DESCRIPTION

Vegetation Maintenance and control of emergent aquatic vegetation as per attached schedule attached hereto as **Exhibit D**. The Contractor shall furnish all labor, material, equipment, spray trucks, supervision, insurance and proper license to apply chemicals for control of all grasses, broadleaf weeds and vines, except Bermuda grass, by means of spraying and mowing as required by the Terrebonne Parish Forced Drainage Division.

4.2. JOB EXPECTATIONS

4.2.1. The Contractor shall provide equipment and personnel of sufficient quantity and quality to perform work in a timely and safe fashion while adhering to required height allowances.

4.2.2. All equipment must be inspected and licensed by the State of Louisiana and must be designed and suited for chemical applications and / or mowing.

4.2.3. The Owner reserves the right to reject and require replacement of equipment if it feels it is unsuitable. Owner will provide Contractor with an explanation, in writing, of how that determination was made.

4.2.4. All mobile equipment shall be equipped with GPS with TPCG Roads & Bridges granted full access to tracking software.

4.3. CHEMICALS

4.3.1. The use of **ARSENIC** is strictly **prohibited**. All chemicals used shall conform to all Local, State and Federal Regulations.

Contractor shall furnish Material Safety Data Sheets for all products, in compliance with the "Right to Know" law. Material Safety Data Sheets shall be submitted to Carol Bascle, Superintendent with the Drainage Division, Public Works Department.

4.3.2. Examples of acceptable Non-Cropland Chemicals are:

- Element 3A
- Oust
- Outrider
- Plateau
- Roundup Custom or other Glyphosates no less than 41% active ingredient

4.3.4. Examples of acceptable Aquatic Chemicals are:

- 2, 4 D Amine
- Diquat / Reward
- Copper Sulfate
- Sonar
- Aqua Master and other aquatic approved Glyphosates

4.4. CANALS, LEVEES & DITCHES

4.4.1. Canals are to be sprayed or tended as often as may be necessary during the term of the Contract to maintain them sufficiently free of all emergent aquatic vegetation growth, such as water hyacinths, alligator weeds, etc., including willows and cattails, within the canal sections so that the flow of water in these canals will not be impeded, all to the satisfaction of the Owner.

4.4.2. Contractor to guarantee minimum of 85% brown out and control on the undesirable species. The guarantee is to also include the select spraying or tending as often as may be necessary during the term of this Contract to maintain the side slopes, middle and berms of canals, and levees.

4.4.3. Grass shall not be allowed to achieve a height greater than twelve inches (12") inches on the side slopes of canals and berms. Grass shall not be allowed to achieve a height greater than eighteen inches (18") on levees.

4.4.4. The guarantee is also to include the select spraying or tending as often as may be necessary, as deemed by TPCG, during the term of the Contract to maintain the required height of grass in ditches. Grass shall not be allowed to achieve a height greater than twelve inches (12") in tops and bottoms of ditches.

4.4.5. Roadside and/or lateral grass are to be cut at a minimum height of four (4) inches when cutting is deemed necessary by TPCG.

4.4.6. Failure to meet the requirements of this section will be cause for the termination of this contract or the assessment of penalties in accordance with Section H.

4.4.7. CONTRACTOR must correct all defective work and/or labor at no cost to OWNER as soon as notified.

4.5. SERVICE CYCLE SCHEDULE

4.5.1. Attached hereto as Exhibit D

4.6. ADDITIONAL WORK

A written estimate will be obtained from Contractor prior to approval of additional work. Labor and Equipment will be paid for at the rates shown herein.

4.7. REPORTS

Contractor's supervisor will make frequent field inspections of contract items for compliance and report daily to a Terrebonne Parish Drainage Division representative when work is in progress. Contractor's foreman will complete daily a Field Report and submit it to Terrebonne Parish Drainage Division's inspector for approval no later than two (2) weeks from the completion of those items on that report. Failure to do this may result in nonpayment for those items. Contractor may not make claims for work not performed.

4.8. COMPUTATION OF TIME

A day will be a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a period of time is referred to in the contract documents by days, it shall be computed to include the first and the last day of such period. Weekends and holidays will be included in any such computation.

4.9. POINT OF CONTACT

All dealings, contracts, etc. between the Contractor and TPCG shall be directed by the Contractor to the Terrebonne Parish Superintendent of Forced Drainage within the TPCG Public Works Department or designee; and by the TPCG to the Contractor's Project Manager, named Jordan Lemoine. The parties shall exchange cell phone numbers of their respective contacts and those contacts shall be available 24 hours, 7 days a week for emergency calls.

4.10. PERSONNEL ON-CALL

TPCG requires that it be able to reach a representative of contractor during non-business hours, nights, weekends, and holidays to order necessary work hereunder. Contractor must submit names of at least three persons, with non-office numbers and upon the signing of the contract a contactable employee cell number to respond to non-business hour calls.

4.11. COMPLAINTS

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the TPCG of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The TPCG shall provide the Contractor a list of all complaints received by the TPCG each week. The Contractor may obtain his list from the TPCG each week by telephone, facsimile and/or a personal visit to TPCG.

The Contractor shall provide the TPCG with a full explanation of the disposition of any complaint involving a citizen's claim of damage to private property as the result of actions of Contractor's employees or agents.

V. PAYMENT TERMS

5.1. CONSIDERATION

In consideration of the services described above, Owner hereby agrees to pay Contractor and Contractor agrees to accept payment in accordance with the terms and conditions of this Contract. The Contractor shall bill upon completion of a deliverable, in accordance with the negotiated prices for the deliverable(s).

5.1.1. Unit Pricing:

Description	UOM	Unit Cost
Levees (spraying)	acres	\$90.00
Aquatic (spraying)	acres	\$90.00
Laterals (spraying)	acres	\$90.00
Laterals (cuts)	acres	\$136.00
Roadside (spraying)	acres	\$130.00
Roadside (cuts)	acres	\$150.00

5.1.2 All Inclusive. Owner and Contractor agree that the rate or price set forth for each item shall be inclusive of all applicable taxes, services, labor, equipment and materials for that item, and all maintenance, repairs, fuel, supplies, etc., necessary for contractor's equipment. The rates are also inclusive of all labor costs necessary to accomplish the scope of work herein. Owner shall not be obligated to pay any amount over and above the applicable rates and unit prices herein, unless otherwise provide for in this Contract.

5.1.3 Over Time. Overtime rates shall be at 1.0 regular rates for labor and equipment. Any overtime expenses shall be borne by Contractor as part of the all-inclusive unit rate pricing. The Contractor will comply with current state and federal laws regarding overtime.

5.2. PAYMENTS TO CONTRACTOR

5.2.1. Payment Structure. Contractor shall submit invoices to TPCG for any work performed under this Contract.

5.2.2. Rejection of Invoices. Invoices failing to contain adequate backup shall be rejected. Owner reserves the right to withhold payment on all unauthorized work.

5.2.3. Inspection and Audit of Work. Owner shall retain the right to inspect and audit Contractor's work to determine the accuracy of any invoices submitted.

5.2.4. Payment Due Date. TPCG will make every reasonable effort to pay the invoice(s) within thirty (30) work days of approval of the invoice for the deliverable(s). Payment of any undisputed amount shall be made after processing in accordance with Owner's Finance Department Policy and only after the approval from the Department/Division Head that oversees this contact.

5.2.5. Effect of Termination. In the event this Contract is terminated, Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

5.3. OTHER CONSIDERATION

5.3.1. Additional Costs and Expenses. No additional costs or expenses incurred by Contractor in performance of this Contract shall be reimbursed or paid by Owner.

5.3.2. Disbursements under this Contract will be allowed only for work or expenditures occurring between and including the effective date of this Contract by all parties through the date of expiration or termination of this Contract.

5.3.3. Taxes. Owner is exempt from all state and local sales and use taxes. The Contractor hereby assumes all responsibility for payment of taxes from the funds thus received under this Contract. Contractor shall register and maintain registration with the Terrebonne Parish Sales and Use Tax Department.

6 TERMINATION

6.1. TERMINATION OF THE CONTRACT FOR CAUSE

6.1.1. The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, including, but not limited to Contractor's failure to meet response times as directed by the Owner or by this contract, provided that Owner give the Contractor written notice specifying Contractor's failure. If within fifteen (15) days after receipt of such notice, Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected within fifteen (15) days, or Contractor has not begun in good faith to correct such failure and thereafter proceed diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

6.1.2. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Contractor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

6.2. TERMINATION OF THE CONTRACT FOR CONVENIENCE

The TPCG may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Contract are not appropriated by TPCG in any fiscal year covered by this contract, this Contract may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

6.4. SURVIVING TERMS

In the event this Contract expires or is terminated for any reason, whatsoever, Contractor's obligations regarding records ownership, audits, and indemnification shall survive. Insurance requirements shall also survive termination or expiration to cover Contractor's indemnification obligations under this Contract.

7 CONTRACT DOCUMENTS

7.1. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and its Exhibits, any addenda to this Contract, Bonds or Letters of Credit, Contractor's affidavits, Council Resolution, Contractor's resolution or certificate of authority, Indemnification, Insurance Certificates, and any properly authorized and executed amendments and Change Orders which are required to complete the work in a satisfactory and acceptable manner.

7.2. CONTENT OF CONTRACT/ORDER OF PRECEDENCE

Any conflicts or inconsistencies in the contract documents shall be resolved in the best interest of the Owner.

7.3. INTENT

The Contract Documents comprise the entire Contract between Owner and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Louisiana. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning.

8 OWNERSHIP OF WORK PRODUCT AND COPYRIGHT

8.1. OWNERSHIP

All work product, including records, reports, documents and other material delivered or transmitted to Contractor by the Owner, shall remain the property of the Owner, and shall be returned by Contractor to the Owner, at Contractor's expense, at termination or expiration of this contract. All work product, including records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for herein, shall become the property of the Owner, and shall, upon request, be returned by Contractor to the Owner at Contractor's expense at termination or expiration of this Contract. The Owner shall not be restricted in any way whatsoever in the use of such material.

8.2. TIME FOR DELIVERY OF RECORDS

At any time during the term of this Contract, and finally at the end of this engagement, the Owner shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Contract within five (5) days of receipt of written notice issued by the Owner.

8.3. COPYRIGHT

No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Contractor under this Contract shall be the subject of any copyright or application for copyright on behalf of the Contractor.

9 PERFORMANCE BOND OR LETTER OF CREDIT

9.1. PERFORMANCE BOND

9.1.1. At the time of execution of this Contract, Contractor shall furnish a performance Bond in an amount of One Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$157,500.00) as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. The payment provisions of this bond, regardless of form or content, shall be construed as and deemed statutory bond provisions. The Bond shall remain in effect at least until one year after the date of final payment. Contractor shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents, except as otherwise provided by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

9.1.2. All bonds prescribed by the Contract Documents shall be written by a surety company licensed to do business in the State of Louisiana and currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide.

9.1.3. No surety shall write a bond which is in excess of the amount indicated as approved by the

U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

9.1.4. If the Surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, Contractor shall within five (5) days thereafter, substitute another Bond and Surety, both of which shall be subject to Owner's acceptance. The Owner reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds.

9.1.5. If, at any time during the Contract period, the Contractor fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the Owner, the Owner reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

9.1.6. Letter of Credit as Alternative. An irrevocable letter of credit from a bank may be submitted in place of the required performance bond. The Irrevocable Letter of Credit Agreement shall be developed through the Bank, Contractor and the TPCG, which will be reviewed by the TPCG Legal Department. The letter of credit shall be maintained through completion of the effective date of this Contract and at least six months after the date of final payment, except as otherwise provided by law and regulation.

10. CONTRACTOR'S INSURANCE REQUIREMENTS

At its costs, Contractor shall procure and maintain for the duration of the Contract insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or nonperformance of the work hereunder by the Contractors, its agents, representatives, employees or subcontractors in conformity with the terms, conditions, and requirements noted below. Failure to comply shall be grounds for termination of the contract.

10.1. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

10.1.1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence form CG001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

10.1.2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

10.1.3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

10.2. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

10.2.1. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

10.2.2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

10.2.3. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.

10.2.4. Coverage should provide explosion, collapse and underground coverage with minimum limits of \$1,000,000 for bodily injury and property damage.

10.2.5. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

10.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention's as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions.

10.4.1. General Liability and Automobile Liability Coverage

10.4.1.1. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of TPCG.

10.4.1.2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.

10.4.1.3. The Contractor'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.

10.4.2. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

10.4.3. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

10.5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors

whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

10.6. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. 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 TPCG BEFORE WORK COMMENCES.** TPCG reserves the right to require complete, certified copies of insurance policies, at any time.

10.7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11. INDEMNIFICATION

The Contractor 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, tortious, or implied, arising from this Contract, 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 Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor 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.

12. ADDITIONAL CONTRACTOR RESPONSIBILITIES

12.1. **LICENSE REQUIREMENTS.** Contractor declares that it holds, currently and in full force and effect, a Louisiana Department of Agriculture Business License, Commercial Applicators License for Right-of Ways (Category 6), Aquatic Herbicide Applicator License (Category 5) for each Supervisor, and a Landscape/Horticulture License which the Contractor shall, for the duration of this Contract, maintain said licenses in good standing.

12.2. **SUBCONTRACTORS.** The TPCG shall have a single prime contractor as the result of contract negotiations. The prime contractor shall be responsible for all deliverables specified herein and acknowledges responsibility for the entire contract. The prime contractor shall not contract with any other party for any of the services specified herein contracted without the express prior written approval of the TPCG. Should Contractor desire to use a subcontractor for portions of the work specified the Contractor shall identify the subcontractor including specific designations of the task to be performed by the subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Owner reserves the right to reject any and all subcontractors proposed by Contractor. Subcontractors shall have obtain and maintain the same insurance as Contractor is required to maintain under this Contract.

12.3. **Non-Collusion Affidavit.** Contractor's Non-Collusion Affidavit, attesting that Contractor is in compliance with La. R.S. 38:2224 and 38:2190, is attached hereto at Exhibit B and incorporated and made a part of this Contract.

12.4. Attestation Clause. Contractor's Attestations Affidavit, attesting that Contractor is in compliance with Louisiana Revised Statutes 38:2227, 38:2212.10, and 23:1726, is attached hereto at Exhibit C which is incorporated and made a part of this Contract.

13. FEDERAL PROVISIONS

Federal Reimbursement. TPCG may seek federal reimbursement for services under this agreement. FEMA requires this agreement to contain the applicable clauses described in Appendix II to the Uniform Rules under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. TPCG and Consultant (hereinafter, sometimes, "Contractor") agree to comply with the following federal provisions, where applicable. Contractor and Owner agree to execute any amendments or addenda necessary to remedy the omission of any federal provisions from this contract which are necessary for the Owner to obtain federal reimbursement where eligible.

13.1 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the V4 2020 Page 249 compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, V4 2020 Page 250 the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13.2. Davis-Bacon Act. (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. (2.) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. (3.) Additionally, contractors are required to pay wages not less than once a week.

13.3. Copeland Anti-Kickback Act. (1.) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. (2.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. (3.) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13.4. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. TPCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

13.5. Homeland Security Acquisition Regulation Class Deviation 15-01 Clauses:

(1) *Safeguarding of Sensitive Information (MAR 2015)*. (a) **Applicability.** This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts. (b) **Definitions.** As used in this clause— “Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual. “Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information: (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee); (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee); (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures. “Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information. “Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements: (1) Truncated SSN (such as last 4 digits) (2) Date of birth (month, day, and year) (3) Citizenship or immigration status (4) Ethnic or religious affiliation (5) Sexual orientation (6) Criminal History (7) Medical Information (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN) Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive. (c) **Authorities.** The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to: (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information (2) DHS Sensitive Systems Policy Directive 4300A (3) DHS 4300A Sensitive Systems Handbook and Attachments (4) DHS Security Authorization Process Guide (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program (7) DHS Information Security Performance Plan (current fiscal year) (8) DHS Privacy Incident Handling Guidance (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html> (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html> (11) NIST Special Publication

800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html> (d) Handling of Sensitive Information. Contractor compliance with this clause, as well as the policies and procedures described below, is required. (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program. (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract. (3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form. (4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed. (e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below. (1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (Version 11.0, April 30, 2014), or any successor publication, DHS 4300A Sensitive Systems Handbook (Version 9.1, July 24, 2012), or any successor publication, and the Security Authorization Process Guide including templates. (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively. (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance. (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>. (2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee,

at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. (3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime. (4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure. (5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. (6) Federal Reporting Requirements. Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems. (f) Sensitive Information Incident Reporting Requirements. (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract. (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report: (i) Data Universal Numbering System (DUNS); (ii) Contract numbers affected unless all contracts by the company are affected; (iii) Facility CAGE code if the location of the event is different than the prime contractor location; (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email); (v) Contracting Officer POC (address, telephone, email); (vi) Contract clearance level; (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network; (viii) Government programs, platforms or systems involved; (ix) Location(s) of incident; (x) Date and time the incident was discovered; (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level; (xii) Description of the Government PII and/or SPII contained within the system; (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and (xiv) Any additional information relevant to the incident. (g) Sensitive Information Incident Response Requirements. (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made

in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer. (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following: (i) Inspections, (ii) Investigations, (iii) Forensic reviews, and (iv) Data analyses and processing. (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities. (h) Additional PII and/or SPII Notification Requirements. (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate. (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include: (i) A brief description of the incident; (ii) A description of the types of PII and SPII involved; (iii) A statement as to whether the PII or SPII was encrypted or protected by other means; (iv) Steps individuals may take to protect themselves; (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and (vi) Information identifying who individuals may contact for additional information. (i) Credit Monitoring Requirements. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer: (1) Provide notification to affected individuals as described above; and/or (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include: (i) Triple credit bureau monitoring; (ii) Daily customer service; (iii) Alerts provided to the individual for changes and fraud; and (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or (3) Establish a dedicated call center. Call center services shall include: (i) A dedicated telephone number to contact customer service within a fixed period; (ii) Information necessary for registrants/enrollees to access credit reports and credit scores; (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics; (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate; (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance. (j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

(2) *Information Technology Security and Privacy Training (MAR 2015)*. (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts. (b) Security Training Requirements. (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees. (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS

systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required. (c) Privacy Training Requirements. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

13.6. Rights to Inventions Made under a Contract. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

13.7. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

13.8. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to TPCG and understands and agrees that TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

13.9. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935), attached at Exhibit E and incorporated herein.

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are

forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency. A certificate is attached to this contract at Exhibit F and incorporated herein.

13.11. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.12. Procurement of Recovered Material.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meeting contract performance requirements; or c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

13.13. Prohibition on Contracting for Certain Telecommunications and Video Surveillance services or Equipment (AUG 2020).

(a) Definitions. As used in this clause Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered foreign country means The People’s Republic of China. Covered telecommunications equipment or services means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Critical technology means— (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered

telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. (c) Exceptions. This clause does not prohibit contractors from providing— (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

13.14. Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the state of Louisiana, TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13.15. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Contractor, if subcontracts are to be let, is required, under 2 CFR § 200.321(b)(6), to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.16. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13.17. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13.18. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13.19. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. DEFAULT

Failure to provide the services herein in compliance with the terms and conditions of, or a breach of any of the terms of this Contract, shall constitute a default.

15. REMEDIES

In the event of default by Contractor, the Owner shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:

15.1. LIQUIDATED DAMAGES

15.1.1. *Breach*. A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein, within the corresponding contract times.

15.1.2. As a breach of the service provided by this Contract would cause serious and substantial damage to the Owner, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of breach, the Owner may assess and collect, at its option, any or all liquidated damages specified as follows.

15.1.2.1. TPCG may purchase any and/or all services covered by the Contract on the open market and to charge the Contractor with cost in excess of this Contract price as liquidated damages.

15.1.2.2. At Owner's option, the following damages may be assessed for:

15.1.2.2.1. Any day that an item is not in compliance with the requirements.

15.1.2.2.2. Any day in excess of the required time period after the initial written notification to proceed has been issued that an item remains untreated.

15.1.2.2.3. The amount of the penalty will be based on the following formula:

$$P = LS \times (T / CP) \times 2$$

Where P = Penalty Amount
LS = Lump Sum Amount for an Item
T = Time Period of Noncompliance in Days
CP = Contract Period in Days

15.1.2.3. The parties agree that the above amounts are the amounts which the Owner will be damaged by the breach of such service. Such liquidated damages shall be deducted from the monthly payments due the Contractor. Owner may consider Contractor a non-responsible bidder for any future bids or proposals until assessed charges have been paid.

15.2. OTHER LEGAL REMEDIES

The imposition of such remedies shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Contract. The venue for any suit shall be filed in the 32nd Judicial District Court, Terrebonne Parish, LA.

15.3. ATTORNEY FEES

In the event it becomes necessary for Owner to engage the services of an attorney-at-law to enforce this contract or protect the interest of the Owner hereunder, Contractor shall pay reasonable attorney fees, costs and expenses.

16. NOTICES

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed as follows:

16.1.1. To Owner:

Attn. Parish President,
TPCG, P.O. Box 2768
Houma LA 70361

With a copy to:

TPCG Purchasing Division
P.O. Box 2768
Houma LA 70363.

16.1.2. To Contractor:

Attn: Edko LLC
Att: Corey Gilliam
4615 Marlena Street
Bossier City, LA 71111

16.2. Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

17. OTHER TERMS AND CONDITIONS

17.1. **FORCE MAJEURE.** The performance of this Contract may be suspended, and the obligations hereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Contract will be suspended, and the obligations hereunder excused, only until the condition preventing performance is remedied. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of the TPCG.

17.2. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.

17.3. **ASSIGNMENT.** The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Contractor from assigning his 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 TPCG.

17.4. **FINANCIAL DISCLOSURE.** Each recipient shall 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.

17.5. **AUDIT**

- 17.5.1. The Owner reserves the right to audit all Contractor's payroll and material records to reconcile invoices as they pertain to this contract. The Contractor shall maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles and practices. These records must be maintained for a period of two years after the termination of this contract. The Owner or his representative shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. Access to records is not limited to the required retention period. The Owner or his designated representative shall have access to records at any reasonable time for as long as the records are maintained.
- 17.5.2. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, federal auditors, and internal auditors of the TPCG, or others so designated by TPCG, shall have the option of inspecting and auditing all data, records and accounts of the Contractor which relate to this contract for a period of five (5) years from the date of final payment or as allowed by applicable state and federal law. Records shall be made available during normal working hours for this purpose.
- 17.5.3. Contractor and any subcontractors paid under this Contract shall maintain all books and records pertaining to this Contract for a period of five (5) years after the date of final payment or as required by applicable State and Federal law.
- 17.6. AMENDMENTS IN WRITING. The Contract Documents may only be amended or supplemented to provide additions, deletions and revisions in the Work or to modify the terms and conditions thereof by Amendment. Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when it has been reduced to writing and executed by all parties.
- 17.7. NO GUARANTEE OF QUANTITIES. The TPCG reserves the right not to obligate itself to contract for or accept more than their actual requirements during the period of the contract, including any extension thereof, as determined by actual needs and availability of appropriated funds.
- 17.8. NON-EXCLUSIVE CONTRACT. Owner and Contractor agree that the work under this Contract is not exclusive to Contractor. Owner may, at its sole discretion, obtain estimates or quotations for any work of any nature or kind that Owner may require.
- 17.9. LOUISIANA PUBLIC RECORDS ACT. This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Contractor acknowledges that it is aware of and shall comply with all laws governing public records.
- 17.10. SUBSTITUTION OF PERSONNEL. If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's Bid Form.
- 17.11. RELATIONSHIP BETWEEN THE PARTIES. The Contractor is engaged by the Owner for the purposes set forth in this contract. The relationship between the Contractor and the Owner shall be, and only be, that of an independent contractor and the Contractor shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Contractor and its subcontractors with regard to the Work herein, and Contractor shall include a provision regarding the same in any contracts between Contractor and its subcontractors.
- 17.12. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE. The Owner and the Contractor expressly agree that the Contractor is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

17.13. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

The Owner and the Contractor expressly declare and acknowledge that the Contractor is an independent contractor and, as such, is being engaged by the Owner under this Contract as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- 17.13.1. The Contractor has been and will be free from any control or direction by the Owner over the performance of the services covered by this Contract;
- 17.13.2. The services to be rendered by the Contractor are outside the normal course and scope of the Owner's usual business; and
- 17.13.3. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither the Contractor nor anyone employed or contracted by the Contractor shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.

17.14. EMPLOYMENT OF OWNER PERSONNEL. The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.

17.15. GOVERNING LAW. The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

17.16. CODE OF ETHICS. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in the Contract. The Contractor agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

17.17. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

17.18. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in Owner'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.

17.19. WARRANTIES: Proposer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work. All work including labor and materials performed under this contract shall be warranted against defects for a period of one (1) year.

18. SIGNATURES OF THE PARTIES

[Signatures appear on the following page.]

CONTRACTOR

THUS done and signed on this ____ day of _____ 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

CONTRACTOR:

X: _____
Edko, LLC
BY: Jason D. Sellers
ITS: DULY AUTHORIZED COO

NOTARY PUBLIC

18.1. OWNER

THUS done and signed on this ____ day of _____ 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

OWNER:

X: _____
Terrebonne Parish Consolidated
Government
BY: JASON W. BERGERON
PARISH PRESIDENT
OR: NOAH J. LIRETTE
CHIEF ADMINISTRATIVE OFFICER
Authorized Designee
Record No. _____

NOTARY PUBLIC

EXHIBIT A
REPLACE THIS BLANK PAGE WITH
EVIDENCE OF SIGNATURE AUTHORITY (SECRETARY OF STATE FILING)

EXHIBIT B
REPLACE THIS BLANK PAGE WITH
CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

EXHIBIT C
REPLACE THIS BLANK PAGE WITH
CONTRACTOR'S ATTESTATIONS AFFIDAVIT

EXHIBIT D

Cycles shall be performed by the Contractor as directed by the Superintendent of Forced Drainage for the TPCG Public Works Department, and, unless otherwise directed by TPCG to Contractor in writing, shall not exceed the following:

- Levees (approximately 649 acres) 4 sprays / cycles
- Aquatic (approximately 1477 acres) 3 sprays / cycles
- Laterals (approximately 1306 acres) 3 sprays / 3 cuts (Rotation)
- Roadside Spraying (approximately 162 acres) 3 sprays
- Roadside Cutting (approximately 162 acres) 3 cuts

EXHIBIT E
REPLACE THIS BLANK PAGE WITH
CONTRACTOR'S CERTIFICATE REGARDING SUSPENSION AND DEBARMENT

EXHIBIT F
REPLACE THIS BLANK PAGE WITH
CONTRACTOR'S CERTIFICATE REGARDING LOBBYING

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**



REQUEST FOR PROPOSALS (RFP)

#22-VEG-58

VEGETATION MAINTENANCE CONTRACT

OCTOBER 2022

TABLE OF CONTENTS

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

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INSTRUCTIONS TO PROPOSERS

PART I: INTRODUCTORY MATERIAL: The Terrebonne Parish Consolidated Government (TPCG) is requesting proposals from qualified Contractors to provide Vegetation Maintenance and Control of Emergent Aquatic Vegetation as required by the specifications, Terrebonne Parish Consolidated Government Drainage Division and other agencies.

1.1 Schedule of Events	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website and blackout period begins	10/18/2022	8:30am
2. Deadline to receive written inquiries	11/03/2022	11:00am
3. Deadline to answer written inquiries	11/08/2022	11:00am
4. Proposal Opening Date	11/15/2022	2:00pm
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	
7. Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

PART II: ADMINISTRATIVE: INSTRUCTIONS & RESPONSIBILITIES:

2.1 Proposal Submittal Instructions: This RFP is available in electronic form at the TPCG website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. It will be available in PDF format or in printed form by submitting a written request to Sharon Ellis, Purchasing/Warehouse Manager at sellis@tpcg.org or Carol Bascle, Forced Drainage Superintendent at cbascle@tpcg.org

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by the TPCG Purchasing Division no later than the date and time shown in the Invitation to Proposers. Fax or email submissions are not acceptable.

Important -- Clearly mark the outside of envelope, box or package with the following information and in the following format:

- Proposal Title: #22-VEG-58 Vegetation Maintenance Contract
- Proposal Opening Date and Time: November 15, 2022, at 2:00 PM CST
- Company Name
- Company Address

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by **United States Postal Service registered or certified mail with a return receipt requested**. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the United States Postal Service registered or certified mail with a **return receipt requested** to our physical location at:

Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

2.2 Proposal Response Content: To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

- 2.2.1 Introduction: An introduction letter should be submitted on the Proposer's official business letterhead and state that the Proposer shall comply with all provisions in the RFP. It must include the complete name and address of the Proposer's firm and the name, mailing address and telephone number of the person the TPCG should contact regarding the proposal. The introduction letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212B(5) as may be amended as follows:
- a. The signature on the Proposal is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the Proposal is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
 - b. The signature on the Proposal is that of an authorized representative as documented by the legal entity certifying the authority of the person.
 - c. The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit proposals for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.
- 2.2.2 General Information: Proposer should provide a brief discussion about Proposer's business history and current purpose / function in the marketplace. Proposer must include evidence that the Proposer is in good standing and qualified to do business in the State of Louisiana and in the case of a corporation organized under the laws of any other state, evidence that the Proposer possesses the applicable license to do business in the State of Louisiana.
- 2.2.3 Understanding of Project: Proposer should provide a comprehensive narrative that illustrates their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Proposers should also identify, and pertinent issues and potential problems related to the project.

Proposer should provide a detailed schedule of implementation plan. This schedule should include implementation actions, timelines, responsible parties, etc.

- 2.2.4 Management, Experience and Qualifications: Proposers should describe the experience of their firm in completing similar projects (Vegetation Maintenance). Additionally, Proposers should provide information specific to the personnel assigned to accomplish the work called for in this RFP. Proposers should provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following:
- a. Name
 - b. Title
 - c. Description of the type of work the individual will be responsible and accountable for each component and deliverable completion, and

If the Proposer intends to use subcontractors, the Proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Proposer's experience data will be used to assist in determining the qualifications of the Proposer. Proposers failing to submit the necessary data or who fail in the opinion of the TPCG to meet the requirements of the TPCG may be considered grounds for rejection of their Proposal.

Each Proposer should have the minimum qualifications as follows:

- a. Proposer (Company) should have been in existence as a business in excess of two (2) years, and has in excess of two (2) years actual operating experience in Vegetation Maintenance.
- b. Spray trucks, spray tanks, air boats, motorboats, UTV's and tractors as required and must be licensed in accordance with rules, regulations, and requirements by the Louisiana Department of Agriculture.
- c. Personnel Experience: Minimum of one (1) year in applying herbicides in the State of Louisiana and must possess a valid commercial applicators license.
- d. Supervisor Requirement: Minimum of two (2) years' experience in applying herbicide in the State of Louisiana. Supervisor must be a licensed ground applicator under the Louisiana Department of Agriculture and must be thoroughly familiar with Louisiana and Federal laws governing the application of herbicides.

Proposers should provide three (3) reference names, phone numbers, project descriptions, and dates of completion for similar projects the Proposer's firm has completed. The TPCG reserves the right to contact any references provided by the Proposer. Proposers are invited to provide letters of reference from previous clients.

The following information is to be supplied as stated above:

- a. Number of years of experience under present company name.
- b. A list of equipment owned by the company, including the age of the equipment.
- c. Number of full-time regular employees (do not include anyone with less than three (3) months service time).
- d. The location and telephone number of the existing office. If no local office (50-mile radius of Terrebonne Parish) exists at this time, Proposer agrees that they shall establish an office and shop within a fifty (50) mile radius of Terrebonne Parish. Said office and shop shall be maintained the duration of the contract period. Said office shall be designated to which all notices, directions, orders, requests and complaints shall be mailed, served or delivered to under this contract. The TPCG shall be notified of the location of said office or any changes thereof.
- e. A list of equipment and labor rates to be used on additional services for the term of the contract if needed.

2.2.5 Cost Proposal: Respondents must include Section "A" Official Proposal Form with their response to this RFP submission.

2.2.6 Attachments: Additional information, which the Proposer feels will assist in the evaluation, should be included. Proposers may include a maximum of ten (10) pages of additional and/or miscellaneous information, not included in the above descriptions, which may be useful and/or applicable to this RFP.

2.2.7 Conflict of Interest Disclosure: All proposers providing a response to this RFP should provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

2.3 Number of Response Copies: Each Proposer should submit one (1) bound signed original response and two (2) additional copies of the proposal should be provided, electronic copy on a USB Flash Drive and one (1) redacted copy should the Proposer feel that it would be applicable. NOTE: A redacted copy is not required but can be submitted should the Proposer feel that his/her original proposal contains any proprietary, trade secrets and/or confidential information.

2.4 Legibility / Clarity: Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

2.5 Confidential Information, Trade Secrets and Propriety Information: The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy as stated in section 2.3 along with your proposal if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

2.6 Proposal Clarifications Prior to Submittal:

2.6.1 Proposer Inquiry Periods: The TPCG shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The TPCG reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

a. An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in Section 1.1 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the TPCG. Inquiries received after the established deadline shall not be entertained.

b. Inquiries concerning this solicitation should be delivered to the TPCG's contact person for this solicitation, Sharon Ellis, Purchasing & Warehouse Manager by mail, express courier, e-mail, hand, or fax:

Administrative Inquiries:

TPCG Purchasing Division
Attention: Sharon Ellis
301 Plant Road
Houma, LA 70363
E-Mail: sellis@tpcg.org
Phone: (985)873-6821 / Fax (985)873-6766

Technical Inquiries:

TPCG Drainage
Attention: Carol Bascle
Post Office Box 2768
Houma, LA 70361
E-Mail: cbascle@tpcg.org
Phone: (985)873-6717

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the TPCG, including during the Blackout Period. Any communications from any other individuals are not binding to the TPCG.

An addendum will be issued and posted at the TPCG website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any TPCG employee. It is the Proposer's responsibility to check the TPCG website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Purchasing Manager at least two (2) days prior to the deadline for submitting proposals.

2.6.2 Blackout Period: The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only.

Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer or Contractor who violates the Blackout Period may be liable to the TPCG in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to TPCG Protest Policy;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2.7 Errors and Omissions in Proposal: The TPCG will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The TPCG reserves the right to make corrections or clarifications due to patent errors identified in proposals by the TPCG or the Proposer. The TPCG, at its option, has the right to request clarification or additional information from the Proposer.

2.8 Performance Bond: The successful Proposer shall be required to provide a performance bond in the amount of One Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$157,500) as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which

the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

NOTE: The successful Proposer may provide an Irrevocable Letter of Credit Agreement in lieu of the Performance Bond. The Irrevocable Letter of Credit Agreement shall be developed through the Bank, Contractor and the TPCG, which will be reviewed by the TPCG Legal Department.

The performance bond, or Irrevocable Letter of Credit Agreement is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

2.9 Changes, Addenda: The TPCG reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The TPCG also reserves the right to cancel or reissue the RFP.

Addenda may be issued to modify the Proposal Documents as deemed advisable by TPCG. Prior to submittal of Proposals, each Proposer should acknowledge that he has received all addenda issued. The Proposer is requested to acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Official Proposal Form Section "A".

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

2.10 Withdrawal of Proposal: A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the TPCG Purchasing Manager.

2.11 Material in the RFP: Proposals should be based on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the TPCG pursuant to the RFP.

2.12 Waiver of Administrative Informalities: The TPCG reserves the right, at its sole discretion, to waive administrative formalities contained in any proposal.

2.13 Proposal Rejection: Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the TPCG to do so. Further, the TPCG reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Parish Administration and the Terrebonne Parish Council.

In accordance with the provisions of La. R.S. 39:2192, is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the TPCG.

2.14 Ownership of Proposal: All materials submitted in response to this request become the property of the TPCG. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the TPCG and not returned to Proposers. Any copyrighted materials in the response are not transferred to the TPCG.

2.15 Cost of Offer Preparation: The TPCG is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the TPCG.

2.16 Non-negotiable Contract Terms: Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

2.17 Taxes: The successful Proposer must register with the Terrebonne Parish Sales and Use Tax Department for Use Tax purposes. It is understood that all applicable taxes are included in the proposal prices. The successful Proposer, as an authorized agent of the TPCG, will be authorized by TPCG to receive an exemption from Louisiana State Sales Taxes related to the work performed. As such, the proposed prices should reflect this exemption.

2.18 Proposal Validity: All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the TPCG reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

2.19 Prime Contractor Responsibilities: The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The TPCG shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.20 Use of Subcontractors: Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance with the terms and conditions of the contract by the subcontractor.

2.21 Written or Oral Discussions/Presentations: The TPCG, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the TPCG reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract. Written or oral discussions/presentations for clarification may be conducted to enhance the TPCG's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

2.22 Acceptance of Proposal Content: The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

2.23 Evaluation and Selection: All responses received as a result of this RFP are subject to evaluation by the TPCG Evaluation Committee for the purpose of selecting the Proposer with whom the TPCG shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

Category / Description	Points Available
Qualifications of firm and team assigned to this project	Up to 30 points
Experience of Proposer (years experience); number of similar projects; references	Up to 30 points
Methodology, Approach, Understanding	Up to 10 points
Price Proposal	Up to 30 points
MAXIMUM POINTS AVAILABLE	100

Written recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

2.24 Best and Final Offers (BAFO): The TPCG reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers. The written invitation will not obligate the TPCG to a commitment to enter into a contract.

2.25 Contract Negotiations: If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

2.26 Contract Award and Execution: The TPCG reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the TPCG.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the contract documents and sample contract if attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days, or the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of the document, the TPCG may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

2.27 Contract Period: The contract period shall begin upon execution of the contract. The contract shall be for a two (2) year period beginning on the effective date, and ending two (2) years thereafter, or the completion of work orders given. The initial two (2) year term of this contract may be extended for an additional one (1) year term provided there is no change in the terms, conditions, specifications, and pricing structure.

2.28 Non-Exclusive Contract: It is the intent of the TPCG to designate a primary Contractor. However, the TPCG reserves the right to obtain estimates or quotations for any work of any nature or kind that TPCG may require, at its sole judgment, when this action best serves the TPCG and community.

2.29 Contract Documents: The Contract Documents shall include the Contract, Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Bonds or Letter of Credit Agreement, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

2.30 Notice of Intent to Award: Upon review and approval of the evaluation committee's and agency's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or about the date to be provided in the letter of "Notice of Intent to Award". If this date is not met, through no fault of the TPCG, the TPCG may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report

are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Procedure.

2.31 Protest Procedure

Applicability

This policy applies to any person adversely affected by an intended decision or action to the respect of any formal solicitation or any other procurement issues.

Timelines

Protest of Solicitation

Protests with respect to a solicitation shall be submitted in writing at least two (2) days prior to the opening of bids or proposals.

Protest of a Bid Award

Protests with respect to the award of a bid shall be submitted in writing within fourteen (14) days of the contract award.

Protest of a Proposal Award

Protests with respect to the award of a proposal shall be submitted in writing within seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) from the time of being notified of the intended award.

Procedure

Protests shall be submitted to the Purchasing Manager. The protest shall clearly set out the reason for protest. All divisions, departments, and project managers shall immediately inform the Parish Attorney of potential or pending protests.

Types of Protest

Protest of Solicitation

For example, solicitation protests often stem from allegations of unduly restrictive specifications, which limit the source(s) that can comply with all the specifications as written.

Protest of an Award

Award protests generally arise where an aggrieved party alleges that the award was made to a bidder or proposer that did not meet or comply with all the specifications; did not meet or comply with requirements of the Request for Proposals (RFP); did not meet or comply with the Louisiana Public Bid Law.

Effects of Protest

Protest of Solicitation

If a timely protest is received, the bids or proposals shall be impounded and cannot be opened until the protest has been resolved. Specifications cannot be protested after bids or proposals are opened.

Protest of an Award

If a timely protest is received, the award shall be stayed until the protest has been resolved, unless the bid or proposal is declared as an emergency.

Written Protest Contents

The formal written protest shall contain the following:

1. Solicitation number and title
2. Name and address of the division and/or department affected
3. Name and address of the affected party and the title of the person submitting the protest
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must indicate so.
5. Concise statement of the facts alleged and the rules, regulation, statutes, ordinances, and constitutional provisions entitling the affected party relief requested
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue

Authority to Resolve Protests

The Purchasing Manager or his designee shall have authority, prior to the commencement of an action in court concerning the controversy, to review a protest of an aggrieved bidder, proposer, offeror, or contractor concerning the solicitation or award of a contract.

Decision

If the protest is not resolved by mutual agreement, the Purchasing Manager or his designee shall, within fourteen (14) days, issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestant of its right to judicial review as provided by law

Notice of Decision

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of Decision

A decision under the subsection titled **Authority to Resolve Protests** previously shall be final and conclusive.

2.31 Debriefings: Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Sharon Ellis, Purchasing and Warehouse Manager. Contact may be made by phone at (985) 873-6821 or E-mail to sellis@tpcg.org.

2.32 Insurance Requirements: Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) as described herein. 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 TPCG before work commences. The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in attached for the full term of the contract. Failure to comply may be grounds for termination of the contract.

2.33 Subcontractor Insurance: Subcontractor Insurance: The Contractor shall include all subcontractors as insured’s under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

2.34 Indemnification: To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, 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 resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 OWNER, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers.

The CONTRACTOR 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 suite is groundless, false or fraudulent.

The Indemnification Agreement shall be properly signed and submitted with the Service Contract. Also included shall be an appropriate Power of Attorney, Corporate Resolution with certification of corporation's secretary, or other explicit written evidence of the representative's authority to sign said Indemnification Agreement.

2.35 Additional Work: It is contemplated that additional work not specifically spelled out in this contract may be performed by contractor for TPCG. In that event each and every provision of the foregoing insurance requirements and hold harmless and indemnity agreement shall be applicable to said additional work.

2.36 Personnel On Call: TPCG requires that it be able to reach a representative of contractor during non-business hours, nights, weekends, and holidays to order necessary work hereunder. Contractor must submit names of at least three persons, with non-office numbers and upon the signing of the contract a contactable employee cell number to respond to non-business hour calls.

2.37 Termination

2.37.1 Termination of the Contract for Cause: The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Contractor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

2.37.2 Termination of the Contract for Convenience: The TPCG may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2.37.3 Termination for Non-Appropriation of Funds: Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

2.37.4 Force Majeure: In the event of Force Majeure, the TPCG may terminate this agreement by written notice following such casualty and the TPCG shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of the TPCG.

2.38 Assignment: The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Contractor from assigning his 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 TPCG.

2.39 No Guarantee of Quantities: The quantities given on the Official Proposal form are approximate only, and will be used solely for the comparison of Proposals received. It shall be understood that actual quantities of the proposed work may be greater or less than those provided on the Official Proposal Form without invalidating any of the unit prices proposed. The TPCG shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

2.40 Audit of Records: The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.41 Remedies for Breach: Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

2.42 Access to Records: Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authoring the recipient, U S Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.43 Equal Employment Opportunity: Proposer acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

2.44 Copeland “Anti-Kickback” Act: Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland “Anti-kickback” Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

2.45 Contract Work Hours and Safety Standards Act: Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

2.46 Rights to Inventions Made Under a Contract or Agreement: Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.

2.47 Clean Air Act: Proposer acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

2.48 Federal Water Pollution Control Act: Proposer acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation’s waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

2.49 Byrd Anti Lobbying Amendment: Proposer acknowledges that Subrecipients applying or bidding for an award of \$100,000 or more, shall certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence or officer or employee of any agency, a member of Congress, officer or employee of Congress,

or any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

2.50 Debarment and Suspension: Proposer acknowledges that contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

2.51 Energy Efficiency: Proposer acknowledges the mandatory standards and policies relating to Energy Efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.52 Record Retention: Proposer acknowledges that contracts shall include a provision for the retention of records pursuant to CFR 200.333.

2.53 Content of Contract / Order of Precedence: In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by provisions advantageous to TPCG.

2.54 Contract Changes: No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.55 Substitution of Personnel: The TPCG intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

2.56 Governing Law: All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.57 Claims or Controversies: The venue of any suit filed in connection with any claim shall be the Thirty-second Judicial Court, Parish of Terrebonne, State of Louisiana.

2.58 Proposer's Certification of No Federal Suspension or Debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

2.59 Continuing Obligation: Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

2.60 Dispute Resolution: Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

2.61 Warranties : Proposer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work. All work including labor and materials performed under this contract shall be warranted against defects for a period of one (1) year.

2.62 Code of Ethics: The Proposer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

2.63 E-Verify: Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

2.64 Non-Collusion Affidavit: Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regard to any Proposal submitted.

PART III: REVIEW AND EVALUATION: The proposal will be reviewed to ensure the minimum requirements of the RFP have been met. Failure to comply with the required forms, documents and submission requirements listed in the RFP may render a proposal as non-responsive and result in the rejection of the entire proposal. Further evaluation will not be performed.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the TPCG, not on the basis of what may be inferred.

The scores for the Technical and Price Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Price Proposal: The information provided in response to this section will be used in the evaluation to calculate the lowest cost to TPCG.

3.2 Technical Proposal: The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- 3.2.1 Qualifications of firm and team assigned to this project
- 3.2.2 Experience of Proposer; Number of similar projects; References
- 3.2.3 Methodology; Approach; Understanding

PART IV SCOPE OF WORK / SERVICES:

4.1 Scope: Vegetation Maintenance and control of emergent aquatic vegetation as per attached schedule. CONTRACTOR shall furnish all labor, material, equipment, spray trucks, supervision, insurance and proper license to apply chemicals for control of all grasses, broadleaf weeds and vines, except Bermuda grass, by means of spraying and mowing as required by the Terrebonne Parish Drainage Division.

4.2 Equipment Required: All equipment must be inspected and licensed by the State of Louisiana and must be designed and suited for chemical applications and / or mowing. CONTRACTOR shall provide equipment and personnel of sufficient quantity and quality to perform work in a timely and safe fashion while adhering to required height allowances. The OWNER reserves the right to reject and require replacement of equipment if it feels it is unsuitable. OWNER will provide CONTRACTOR with an explanation, in writing, of how that determination was made.

All mobile equipment shall be equipped with GPS with TPCG Roads & Bridges granted full access to tracking software.

4.3 Overtime: Overtime rates shall be at 1.0 regular rates for labor and equipment. Any other overtime costs shall be born by CONTRACTOR. CONTRACTOR will comply with current state and federal laws regarding overtime.

4.4 Chemicals: The use of **ARSENIC** is strictly **prohibited**. All chemicals used shall conform to all Local, State and Federal Regulations.

Contractor shall furnish Material Safety Data Sheets for all products, in compliance with the "Right to Know" law. Material Safety Data Sheets, upon award of the Contract, shall be submitted to Carol Bascle, Superintendent with the Drainage Division, Public Works Department.

Examples of acceptable Non-Cropland Chemicals are:

- Element 3A
- Oust
- Outrider
- Plateau
- Roundup Custom or other Glyphosates **no less than 41% active ingredient**

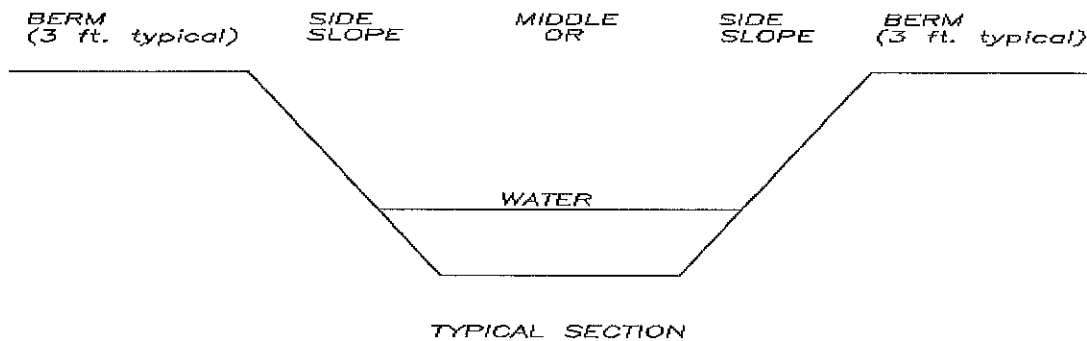
Examples of acceptable Aquatic Chemicals are:

- 2, 4 D Amine
- Diquat / Reward
- Copper Sulfate

- Sonar
- Aqua Master and other aquatic approved Glyphosates

4.5 Faulty Work: CONTRACTOR must correct all defective work and/or labor at no cost to OWNER as soon as notified.

4.6 Guaranty: Unless otherwise stipulated, CONTRACTOR shall be responsible for all work performed under this contract.



Canals are to be sprayed or tended as often as may be necessary during the term of the Contract to maintain them sufficiently free of all emergent aquatic vegetation growth, such as water hyacinths, alligator weeds, etc., including willows and cattails, within the canal sections so that the flow of water in these canals will not be impeded, all to the satisfaction of the OWNER.

CONTRACTOR to guarantee minimum of 85% brown out and control on the undesirable species. The guarantee is to also include the select spraying or tending as often as may be necessary during the term of this Contract to maintain the side slopes, middle and berms of canals, and levees. **Grass shall not be allowed to achieve a height greater than twelve inches (12") inches on the side slopes of canals and berms. Grass shall not be allowed to achieve a height greater than eighteen inches (18") on levees.**

The guarantee is also to include the select spraying or tending as often as may be necessary, as deemed by TPCG, during the term of the Contract to maintain the required height of grass in ditches. **Grass shall not be allowed to achieve a height greater than twelve inches (12") in tops and bottoms of ditches.**

Roadside and/or lateral grass are to be cut at a minimum height of four (4) inches when cutting is deemed necessary by TPCG.

Failure to meet the requirements of this section will be cause for the termination of this contract or the assessment of penalties in accordance with Section H.

4.7 Cycles: The following represents the current cycles / applications being done:

- Levees (approximately 649 acres) 4 sprays / cycles
- Aquatic (approximately 1477 acres) 3 sprays / cycles
- Laterals (approximately 1306 acres) 3 sprays / 3 cuts (Rotation)
- Roadside Spraying (approximately 162 acres) 3 sprays
- Roadside Cutting (approximately 162 acres) 3 cuts

4.8 Guaranteed Cycles: The TPCG shall guarantee the following cycles:

- Levees (spraying) May through October 2 cycles
- Aquatics (spraying) March through October 2 cycles
- Laterals (spraying) May through October 1 cycle
- Laterals (cutting) April through October 3 cycles
- Roadside (spraying) May through October 1 cycle
- Roadside (cutting) April through October 3 cycles

4.8 Penalties: At Owner's option a penalty may be assessed for:

a. Any day that an item is not in compliance with the requirements

or

b. Any day in excess of the required time period after the initial written notification to proceed has been issued that an item remains untreated.

The amount of the penalty will be based on the following formula:

$$P = LS \times (T / CP) \times 2$$

Where P = Penalty Amount

LS = Lump Sum Amount For An Item

T = Time Period Of Noncompliance In Days

CP = Contract Period In Days

4.9 Computation of Time: A day will be a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a period of time is referred to in the contract documents by days, it shall be computed to include the first and the last day of such period. Weekends and holidays will be included in any such computation.

4.10 Non-Exclusivity: Successful Proposer is to be cognizant that the contract to be awarded is not exclusive and that OWNER may at discretion obtain estimates or quotations for any work required.

4.11 Payroll: OWNER reserves the right to audit payroll records of CONTRACTOR for verification of work performed and compliance with the Fair Labor Standards Act.

4.12 Additional Services: Any quantities of Work given on the Proposal Form are approximate only, and are to be used solely for the comparison of Proposals received and to establish the Contract Price for the work as awarded. The OWNER does not expressly or by implication represent the actual quantities of Work performed in accordance with the Contract Documents.

It is understood that actual quantities of Unit Price Work may overrun or under run those given in the Proposal Form without invalidating any of the unit prices proposed.

A written estimate will be obtained from CONTRACTOR prior to approval of additional work.

Labor and Equipment will be paid for at the rates shown on the equipment and labor rate sheet submitted with the bid.

4.13 Reports: Contractor's supervisor will make frequent field inspections of contract items for compliance and report daily to a Terrebonne Parish Drainage Division representative when work is in progress. Contractor's foreman will complete daily a FIELD REPORT and submit it to Terrebonne Parish Drainage Division's inspector for approval no later than two (2) weeks from the completion of those items on that report. Failure to do this may result in nonpayment for those items. CONTRACTOR may not make claims for work not performed.

4.14 Licenses: Contractor must submit with their proposal satisfactory evidence to the Terrebonne Parish Consolidated Government that it holds the following licenses:

- **Louisiana Department of Agriculture Business License**
- **Commercial Pesticide Applicator License for Right-of Ways (Category 6)**
- **Aquatic Herbicide Applicator License (Category 5) for each Supervisor**

4.15 Point of Contact: All dealings, contracts, etc. between the Proposer and TPCG shall be directed by the Proposer to the Terrebonne Parish Superintendent with the TPCG Roads Division, Public Works Department or designee and by the TPCG to the Proposer's Manager. The cell phone numbers of the Proposer's Manager shall be provided to the TPCG and shall be available twenty-four (24) hours, seven (7) days a week for emergency calls.

4.16 Complaints: All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours.

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the TPCG of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The TPCG shall provide the Contractor a list of all complaints received by the TPCG each week. The Contractor may obtain this list from the TPCG each week by telephone, facsimile and/or a personal visit to TPCG.

The Contractor shall provide the TPCG with a full explanation of the disposition of any complaint involving a citizen's claim of damage to private property as the result of actions of Contractor's employees or agents.

4.17 Identification: The Contractor shall ensure that his/her employees will have the proper identification displayed, at all times, while on TPCG property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Contractor's vehicles and/or equipment are to have placards that identify the company name.

OFFICIAL PROPOSAL FORM

PROPOSAL # 22-VEG-58 Vegetation Maintenance Contract

The quantities referenced below are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit prices stated in the Proposal.

Description	UOM	Est. Qty	Unit Cost	Sub-Total (Qty. X Unit Cost)	Number of Cycles	Extended Cost
Levees (spraying)	acres	956	\$95	\$90,820	4	\$363,280
Aquatic (spraying)	acres	1621	\$200	\$324,200	3	\$972,600
Laterals (spraying)	acres	1197	\$165	\$197,505	3 (rotation)	\$592,515
Laterals (cuts)	acres	1197	\$85	\$101,745	3 (rotation)	\$305,235
Roadside (spraying)	acres	162	\$95	\$15,390	3	\$46,170
Roadside (cuts)	acres	162	\$65	\$10,530	3	\$31,590
TOTAL all columns:						\$2,311,390

Total Extended Price Written in Words:

Two million, three hundred eleven thousand, three hundred ninety and 00/100 dollars.

OFFICIAL PROPOSAL FORM (continued)

SUBMITTED BY: Jason D. Sellers, COO

PROPOSER: Edko, LLC

SIGNED: 

NAME (PRINT): Jason D. Sellers

TITLE: COO

ADDRESS: 4615 Marlena Street

CITY / STATE: Bossier City, LA 71111

TELEPHONE: (318) 425-8671

FAX: (318) 424-6562

EMAIL ADDRESS: jason.sellers@edkollc.com

INDEMNIFICATION AGREEMENT

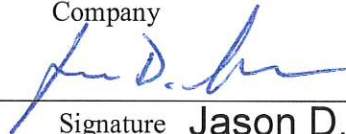
The Edko LLC agrees to defend, indemnify,
Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 Edko LLC its agents, servants and employees,
Contractor/Subcontractor/Lessee/Supplier

and any and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees
Edko LLC agrees to investigate, handle, respond to, provide Contractor, Subcontractor, Lessee, Supplier defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by Edko LLC

Company



Signature **Jason D. Sellers**

COO

Title

Date Accepted 11/11/2022

Is Certificate of Insurance Attached? Yes No

Contract No. 22-VEG-58 for Public Works Department
Parish Department

Purpose of Contract: Vegetation Maintenance Contract

Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)

STATE OF LOUISIANA
PARISH OF TERREBONNE

PROJECT NAME: 22-VEG-58
Vegetation Maintenance Contract
LOCATION: Various

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Jason D. Sellers, COO representing EDKO LLC who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

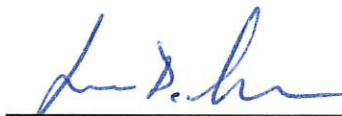
THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this 11th day of November, 2022, at Bossier City, Louisiana.



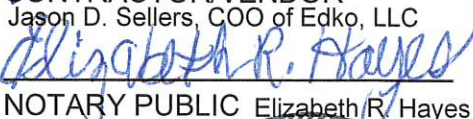
WITNESS Jesse Culbertson



WITNESS Kristin Cater

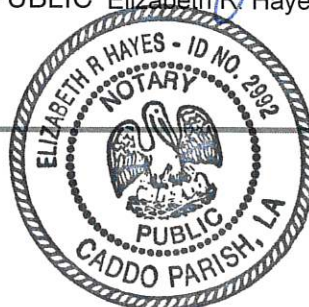


CONTRACTOR/VENDOR
Jason D. Sellers, COO of Edko, LLC



NOTARY PUBLIC Elizabeth R. Hayes

ELIZABETH R HAYES
NOTARY PUBLIC, ID #2992
COMMISSIONED FOR CADDO PARISH
STATE OF LOUISIANA
ON CONTRACT (2022) IN THE
PARISH OF BOSSIER
MY COMMISSION IS FOR LIFE



“B”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid. TPCG (Terrebonne Parish Consolidated Government)

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.
4. Coverage should provide explosion, collapse and underground coverage with minimum limits of \$1,000,000 for bodily injury and property damage.
5. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention's as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions.

1. General Liability; Automobile; and Contractors Pollution Liability Coverage

- a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of TPCG.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.
- c. The Contractor'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.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. 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 TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

Jason D. Sellers

(name)

Who after being first duly sworn, deposed and said that:

1. I am the COO of Edko LLC.
(title) (company)
2. I swear that Edko LLC is registered and participates in a status
(company)
verification system to verify that all employees in the state of Louisiana are legal citizens of the United State or are legal aliens.
3. I verify that if Edko LLC is awarded the contract, it shall continue, during
(company)
the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. I acknowledge that Edko LLC shall require all subcontractors to submit to
(company)
Edko LLC a sworn affidavit verifying compliance with Paragraphs (2) and
(company)
(3) of the Affidavit.



Name: Jason D. Sellers

Title: COO

Company: Edko LLC

Sworn to and subscribed before me at Houma, Louisiana,
On this 11th day of November 2022.


NOTARY PUBLIC Elizabeth R. Hayes



**ELIZABETH R HAYES
NOTARY PUBLIC, ID #2992
COMMISSIONED FOR CADDO PARISH
STATE OF LOUISIANA
QUALIFIED TO ACT IN THE
PARISH OF BOSSIER
MY COMMISSION IS FOR LIFE**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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.

The Contractor, Edko LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official Name and
Jason D. Sellers

COO of Edko, LLC
Title of Contractor's Authorized Official

11/11/2022
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2022

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

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

PRODUCER Edgewood Partners Insurance Center, Inc. 301 Grant Street, Suite 470 Pittsburgh, PA 15219	CONTACT NAME: Michele Kissel PHONE (A/C, No, Ext): 4122741715 FAX (A/C, No): E-MAIL ADDRESS: michele.kissel@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Edko, LLC 4615 Marlena Street Bossier City LA 71111	INSURER A: National Union Fire Ins Co Pittsburgh PA INSURER B: Endurance American Specialty Ins Co INSURER C: INSURER D: INSURER E: Allied World Assurance Co (U.S.) Inc. INSURER F:	NAIC # 19445 41718 19489

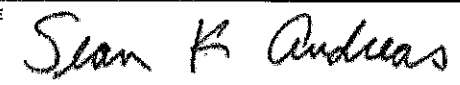
COVERAGES **CERTIFICATE NUMBER:** 71193884 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GL4611651 Pesticide or Herbicide Applicator	7/1/2022	7/1/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		CA7742285	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELD30021337100	7/1/2022	7/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	Y/N N N/A	WC014590641	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Contractors' Pollution Liability			03100867	7/1/2022	7/1/2024	\$5,000,000 Ea. Condition/\$5,000,000 Aggr.

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

T.P.C.G., its officers, officials, employees, Boards and Commissions and volunteers are included as Additional Insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The above coverage is primary and non-contributory. Waiver of subrogation is granted on the workers' compensation when required by written contract. A 30 day notice of cancellation is provided on the above policies.

CERTIFICATE HOLDER Terrebonne Parish Consolidated Government Attn: Risk Management P.O. Box 2768 Houma LA 70361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Sean Andreas
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

EDKO, LLC
4615 Marlana Street
Bossier City, LA 71111

is duly licensed and entitled to practice the following classifications

SPECIALTY: CHEMICAL SPRAYING



Expiration Date: August 15, 2022

License No: 21305

Witness our hand and seal of the Board dated,
Baton Rouge, LA 16th day of August 2021

Will S. McP

Director

Lee Mallett

Chairman

Andy P. ...

Treasurer

This License Is Not Transferrable



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (225) 925-3787, FAX (225) 925-3760

License No. 00127835

Date: 12/09/2021

EDKO LLC/BOSSIER

18

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (225) 925-3787, FAX (225) 925-3760

Be it known, that effective **January 01, 2022** through **December 31, 2022** having complied with all relevant requirements of the Louisiana Revised Statutes, the entity named below is hereby authorized to engage in the business of **AERIAL PHENOXY OWNER-OPERATOR**.

**EDKO LLC/BOSSIER
4615 MARLENA STREET
BOSSIER CITY LA 71111**



DISPLAY IN A PROMINENT PLACE.

Commissioner

License No. 00127835



LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

JEREMY GILBERT
4815 MARLENA STREET
BOSSIER CITY LA 71111

00180855

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER



CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

6-Right-Of-Way & Industrial Pest
11-Aerial Applicator
GS-General Standards

RECERTIFY BY

7/9/2023
7/9/2023
7/9/2023

SIGNATURE:

Jeremy Gilbert

LDAF EMERGENCY HOTLINE: 855-462-5323
LA POISON CONTROL CENTER: 800-222-1222

LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

FORD STINSON III
4615 MARLENA STREET
BOSSIER CITY LA 71111

00049253

Exp. Date: 12/31/2022



MIKE STRAIN, DVM COMMISSIONER



CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

5A-Aquatic Pest Control
6-Right-Of-Way & Industrial Pest
8A-Mosquito Control Applicator
8E-Antimicrobial Pest Control
GS-General Standards
WPS Trainer - Commercial Applic

RECERTIFY BY

12/5/2022
12/5/2022
12/5/2022
4/28/2023
12/5/2022
12/5/2022

SIGNATURE:

LDAF EMERGENCY HOTLINE: 865-452-5323
LA POISON CONTROL CENTER: 800-222-1222

LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

JORDAN LEMOINE
6646 EVELYN DRIVE
SHREVEPORT LA 71107

00180132

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER



CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

6-Right-Of-Way & Industrial Pest
GS-General Standards

RECERTIFY BY

3/2/2025
3/2/2025

SIGNATURE: *Jordan Lemoine*

LDAF EMERGENCY HOTLINE: 865-452-5323
LA POISON CONTROL CENTER: 800-222-1222

LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

DAVID SMITH
4615 MARLENA STREET
BOSSIER CITY LA 71111

00101315

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER



CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

5A-Aquatic Pest Control
6-Right-Of-Way & Industrial Pest
GS-General Standards
WPS Trainer - Commercial Applic

RECERTIFY BY

1/28/2023
1/28/2023
1/28/2023
1/28/2023

SIGNATURE:

David Smith

LDAF EMERGENCY HOTLINE: 955-452-5323
LA POISON CONTROL CENTER: 800-222-1222



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Office of Agricultural & Environmental Sciences, 5825 Florida Blvd, Suite 3003, Baton Rouge, LA 70806, (225) 925-3787, FAX (225) 925-3760

**IMPORTANT
OFFICIAL DOCUMENT ENCLOSED**

**DAVID GREEN
4615 MARLENA STREET
BOSSIER CITY LA 71111**

**AGRICULTURAL & ENVIRONMENTAL SCIENCES
COMMERCIAL APPLICATOR CARD**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00101592

**DAVID GREEN
4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

**LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY**

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

**DAVID GREEN
4615 MARLENA STREET
BOSSIER CITY LA 71111**

00101592

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER

Please verify all information for correctness. If changes are necessary, please note them and promptly return to issuing agency.

Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Office of Agricultural & Environmental Sciences, 5825 Florida Blvd, Suite 3003, Baton Rouge, LA 70806, (225) 925-3787, FAX (225) 925-3760

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BOSSIER CITY LA 71111**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00101592

**DAVID GREEN
4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

	CERTIFIED, LICENSED OR REGISTERED AS	
	CATEGORY	RECERTIFY BY
	5A-Aquatic Pest Control	9/16/2023
	6-Right-Of-Way & Industrial Pest	9/16/2023
	6S-General Standards	9/16/2023
	WPS Trainer - Commercial Applica	9/16/2023
SIGNATURE: _____		
LDAF EMERGENCY HOTLINE: 866-462-6923 LA POISON CONTROL CENTER: 800-222-1222		

Please verify all information for correctness. If changes are necessary, please note them and promptly return to issuing agency.

Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



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**IMPORTANT
OFFICIAL DOCUMENT ENCLOSED**

**VINCENT SYLVESTRI III
4615 MARLENA STREET
BOSSIER CITY LA 71111**

**AGRICULTURAL & ENVIRONMENTAL SCIENCES
COMMERCIAL APPLICATOR CARD**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00037158

VINCENT SYLVESTRI III

**4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

**LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY**

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

**VINCENT SYLVESTRI III
4615 MARLENA STREET
BOSSIER CITY LA 71111**

00037158

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER

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Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

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BOSSIER CITY LA 71111**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00037158

VINCENT SYLVESTRI III

**4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

	CERTIFIED, LICENSED OR REGISTERED AS	
	CATEGORY	RECERTIFY BY
	5A-Aquatic Pest Control	9/16/2023
	6-Right-Of-Way & Industrial Pest	9/16/2023
	GS-General Standards	9/16/2023
	WPS Trainer - Commercial Applic	9/16/2023
		00037158
	SIGNATURE:	
	LDAF EMERGENCY HOTLINE	855-462-5323
	LA POISON CONTROL CENTER:	800-222-1222

Please verify all information for correctness. If changes are necessary, please note them and promptly return to issuing agency.

Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



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MIKE STRAIN DVM, COMMISSIONER

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**IMPORTANT
OFFICIAL DOCUMENT ENCLOSED**

**KEDRICK GIBSON
4615 MARLENA STREET
BOSSIER CITY LA 71111**

**AGRICULTURAL & ENVIRONMENTAL SCIENCES
COMMERCIAL APPLICATOR CARD**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00127658

KEDRICK GIBSON

**4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

**LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY**

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

**KEDRICK GIBSON
4615 MARLENA STREET
BOSSIER CITY LA 71111**

00127658

Exp. Date: 12/31/2022



Mike Strain

MIKE STRAIN, DVM COMMISSIONER

Please verify all information for correctness. If changes are necessary, please note them and promptly return to issuing agency.

Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

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**IMPORTANT
OFFICIAL DOCUMENT ENCLOSED**

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4615 MARLENA STREET
BOSSIER CITY LA 71111**

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COMMERCIAL APPLICATOR

Card/LDAF ID No. : 00127658

**KEDRICK GIBSON
4615 MARLENA STREET
BOSSIER CITY LA 71111**

Card Expires : 12/31/2022

	CERTIFIED, LICENSED OR REGISTERED AS	
	CATEGORY	RECERTIFY BY
	6-Right-Of-Way & Industrial Pest GS-General Standards	9/16/2023 9/16/2023
SIGNATURE: _____		
LDAF EMERGENCY HOTLINE 866-452-6323 LA POISON CONTROL CENTER 800-222-1222		

Please verify all information for correctness. If changes are necessary, please note them and promptly return to issuing agency.

Card and Test Problems/Questions : 1-225-925-3796

Meeting Information and Study Guides : 1-225-578-2180



318.425.8671
edkollc.com

4615 Marlena St
Bossier City, LA 71111

TERREBONNE PARISH
VEGETATION MAINTENANCE CONTRACT



TERREBONNE PARISH
VEGETATION MAINTENANCE CONTRACT

Response to RFP: 22-VEG-58



Experience

As a company, Edko provides herbicide application services on more than 40,000 acres of roadside, 1,100 acres of levee and 3,000 acres of drainage every year. The contract relationships range from herbicide application only services to complete vegetation management. Out of our Louisiana office, we provide services for:

City of Bossier City

P. O. Box 5337
 Bossier City, LA 71171
 Wade Rich
 318.455.2549
 Years: 20
 Job Description: Roadside/Drainage

Desoto Parish Police Jury

101 Franklin Street
 Mansfield, LA 71052
 Michael Norton
 318.872.8241
 Years: 4
 Job Description: Roadside

Caddo Parish Commission

P. O. Box 1127
 Shreveport, LA 71163
 Ken Ward
 318.226.6932
 Years: 38
 Job Description: Roadside/Drainage

Bossier Parish Police Jury

204 Burt Blvd.
 Benton, LA 71006
 Eric Hudson
 318.965.2329
 Years: 2
 Job Description: Roadside/Levee/Drainage

City of Shreveport

1935 Claiborne Avenue
 Shreveport, LA 71103
 Gary Norman
 318.673.6123
 Years: 38
 Job Description: Roadside/Drainage

Natchitoches Levee and Drainage District

Post Office Box 1036
 Natchitoches, LA 71458
 Ronald Corkern
 318.352.2302
 Years: 36
 Job Description: Levee/Drainage

Since establishment in 1981, Edko, LLC built its business on a primary value: our customers deserve our best, every time. With our continued commitment to this principle Edko, LLC has a reputation for unmatched reliability, efficient production and frontline innovation in providing vegetation management services. Headquartered in Bossier City, LA, our growth has facilitated opening locations in Alabama, Oklahoma, Texas, Florida, Indiana, Ohio and Missouri making Edko, LLC one of the nation's top Vegetation Management service providers.

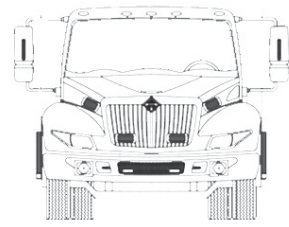
Edko, LLC's intention is to provide the most effective herbicide application services with the intent to increase safety, improve aesthetic value and significantly decrease overall maintenance costs for Terrebonne Parish. Ultimately if we are able to relieve Terrebonne Parish from the burden of grass maintenance, allowing the Parish to reallocate it's personnel to more fruitful tasks, we have achieved our goal.



Our entire staff is ecstatic about the opportunity to improve the visual landscape of all traffic entering and exiting Terrebonne Parish. We see this as a foundational element in improving the Parish and making the area a continually more desirable place to live, work and visit.

Edko, LLC proposes the following plan in the following sections to maintain the areas listed on RFP: 22-VEG-58

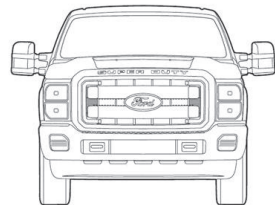
Equipment



INTERNATIONAL 4300
1200-1800 Gallon capacity
30ft capable width
3 trucks in fleet



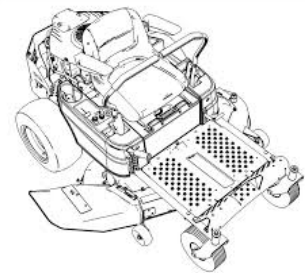
UTV
100 Gallon capacity
Digital turf guidance system
5 units in fleet



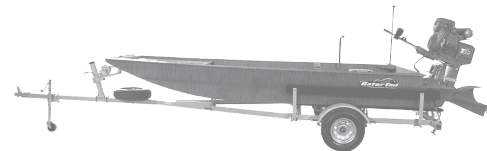
FORD F550 SUPER DUTY
600 Gallon capacity
Dual hose reels with 2000 ft of hose
8 trucks in fleet



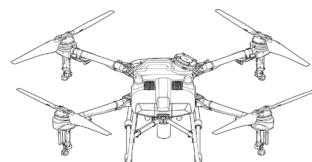
JOHN DEERE 5520 TRACTOR
15ft batwing cutter
3 tractors in fleet



JOHN DEERE Z970R MOWER
6ft zero turn mower
1 unit in fleet



GATORTAIL BOAT
100 Gallon capacity
2 boats in fleet



RPAAS UNIT
2.5 Gallon capacity
Digital turf guidance system
6 units in fleet

Personnel and Qualifications



Alex Smalling
CEO



Jason Sellers
Chief Operating Officer



Jeremy Gilbert
Vice President
LA License 00180655
Right-of-way, Aerial



Ford Stinson
District Manager
LA License 00049253
Right-of-way, Aquatic,
Mosquito control



Jordan Lemoine
Operations Manager
LA License 00101315
Right-of-way, Aquatic



David Smith
18 Year Supervisor
LA License 00101315
Right-of-way, Aquatic

Kyle Pemberton
18 Year Supervisor
LA License 00093462
Right-of-way

Ray Sylvestri
27 Year Sr. Operator
LA License 00037158
Right-of-way, Aquatic

Prentice Barmore
3 Year Sr. Operator
Eric Fraire
15 Year Sr. Operator

David Green
16 Year Supervisor
LA License 00101592
Right-of-way, Aquatic

Kedrick Gibson
14 Year Sr. Operator
LA License 00127658
Right-of-way

Israel Fraire
15 Year Sr. Operator
Alejo Fraire
13 Year Sr. Operator

Objectives

Roadside and Levee Rights-of-way

Edko's approach towards managing the Terrebonne Parish rights-of-way and levees will be a three-fold approach. In the dormant season Edko will apply pre-emergent herbicides to prevent the germination of broadleaf weeds and other tall growing species of grass such as Johnsongrass and ryegrass. This dormant round will also extend the dormancy for turfgrass species such as bermuda and bahia.

Following this application, Edko will apply a grass suppression round targeting turfgrass seedhead and blade length, as well as any remaining Johnsongrass population or other species. This application will be repeated later in the year as the turf releases from the initial suppression round. Once these applications have been made, any areas that are outside of the specifications of the contract will be addressed with additional treatments or mechanically.

Roadside Safety

Edko's goal in roadside vegetation management is not only to improve visibility and aesthetics, but to also eliminate food sources that might attract wildlife to the right-of-way. Our selected herbicide mixes and application timing are geared towards the prevention of these food sources and eliminate the traffic of deer, many species of birds and various rodents from ever entering the roadside right-of-way.

Drainage

Knowing the importance of drainage in our area, our objective is to establish a monoculture of Bermuda grass to prevent erosion and maintain flow of stormwaters. Edko will achieve this by utilizing an early application to address the brush and broadleaf species to promote the spread of turfgrass, a mid season application primarily targeting noxious grass species such as johnsongrass and saw grass as well as a late season application to address any remaining broadleaf and undesirable grass species that are present.

Aquatic

With a successful history of addressing species such as sawgrass, bullrush, salvinia, hyacinth, duckweed and a myriad of submerged weeds, Edko is no stranger to aquatic vegetation management. We have the equipment and expertise to address all aquatic species via surface-driven boats or drones.

Project Execution

Edko will utilize all assets and employees listed in the "Personnel and Equipment" section to effectively and efficiently manage the Terrebonne Parish scope of work. Should weather or other factors inhibit our efficiency, Edko has in the past and will utilize personnel and equipment from other districts within the company to aid in the management effort. At that time, a list of those pieces of equipment and personnel will be communicated to Terrebonne Parish if necessary.

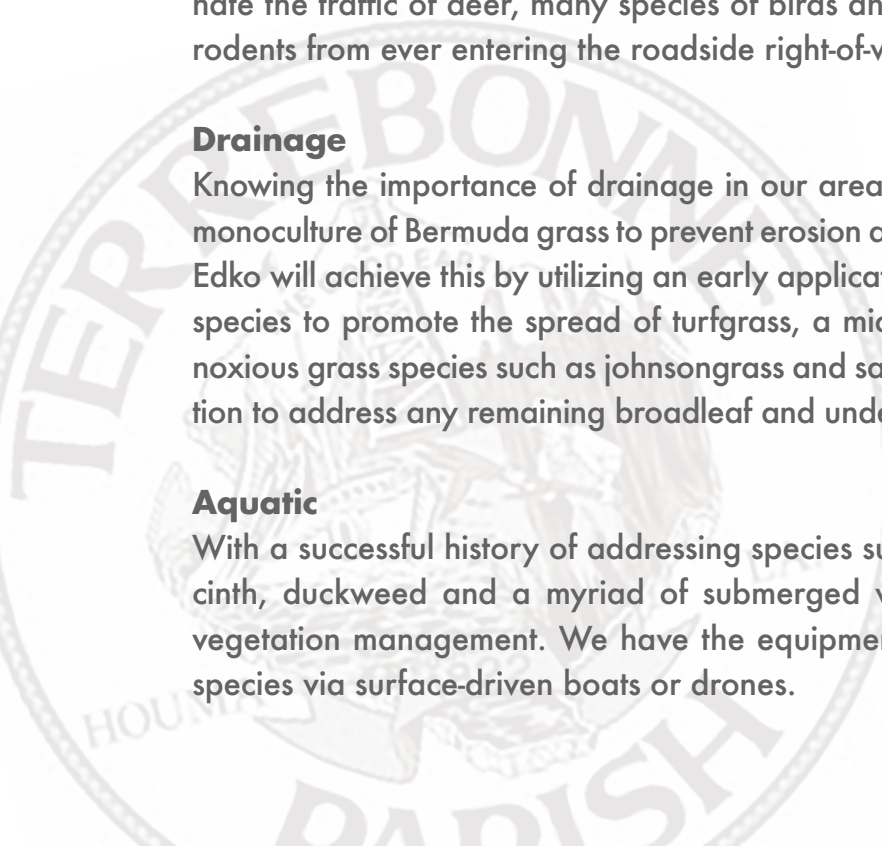
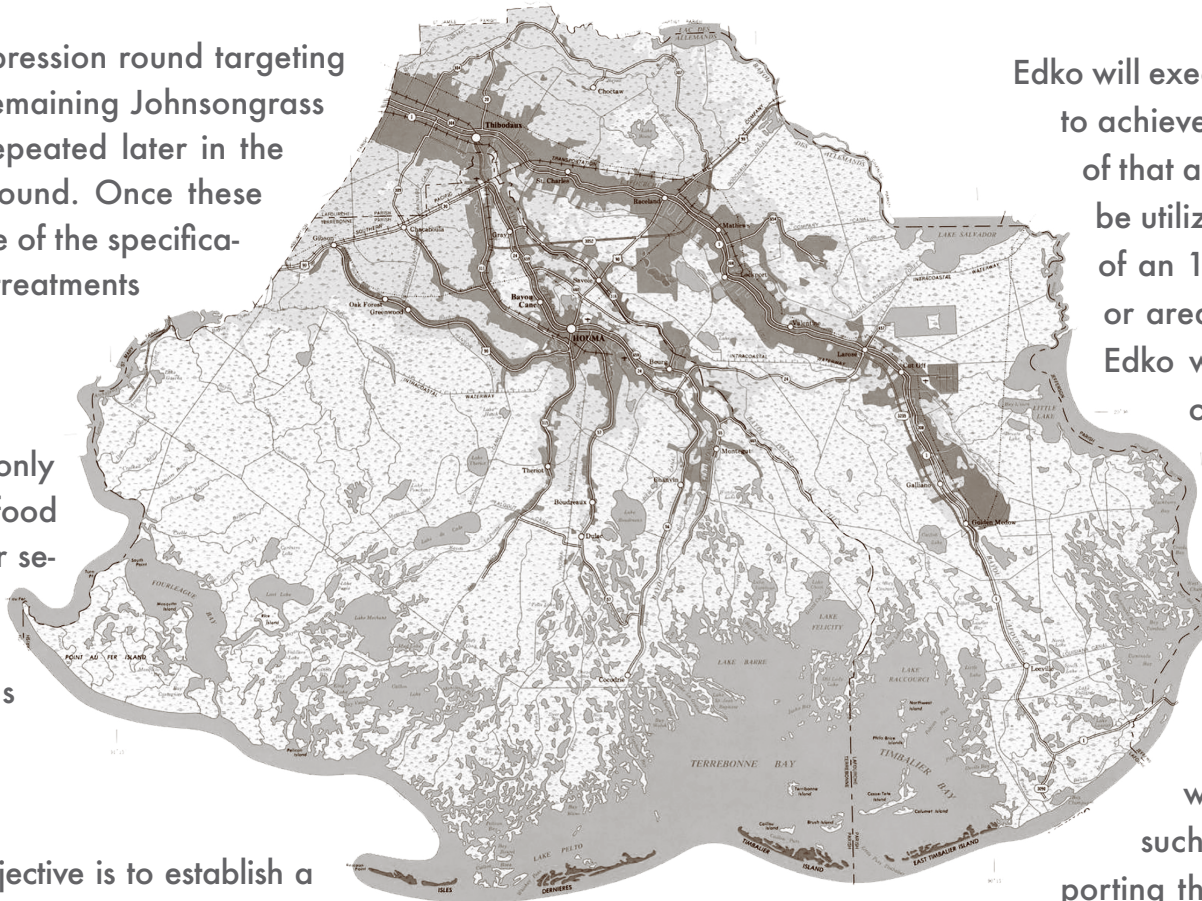
Edko will execute roadside application projects utilizing the roadside truck to achieve 20-30ft of coverage from the road's edge. Once the effects of that application are apparent, a tractor, Kubota or Super Duty will be utilized to complete the remainder of the right-of-way with a goal of an 18-inch maximum overlap. In the event that targeted species or areas, such as brush along ditch overpasses becomes an issue, Edko will address these areas individually and not necessarily in conjunction with a full right-of-way application.

Mowing needs will be executed by our in-house crews and can easily respond within 72 hours. Mowing will take place, as necessary, to maintain the designated height requirement.

Edko will be using all branded herbicide products, meaning we will only utilize products from brand name manufacturers such as Bayer, Corteva, BASF, etc. We feel strongly about supporting the manufacturers who are developing the chemistry used in our industry and share their support with our customers should the products used show performance issues. These products are listed on the following page.

Followup and Inspection

Regular inspections will be performed by supervision on all portions of the project to identify areas for improvement or identify species that are not being affected by our approach. Findings will be addressed immediately and updates provided to the customer if desired.



Product Used



Roundup Custom
by Monsanto



Prodiamine 4SC
by Prime Source



TerraVue
by Corteva



Freelexx
by Corteva



Esplanade 200 SC
by Bayer



Method 240SL
by Bayer



Oust Extra
by Bayer



Telar XP
by Bayer



Derigo
by Bayer



Outrider
by Valent



Plateau
by BASF



Pendulum Aquacap
by BASF



Monday, August 26, 2024

Item Title:

Lease Agreement between Mos IV, LLC and TPCG

Item Summary:

RESOLUTION: To Authorize the Parish Administration to Execute a Lease Agreement Between Mos IV, LLC and Terrebonne Parish Consolidated Government

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/22/2024	Executive Summary
Resolution	8/21/2024	Resolution
Lease Agreement	8/21/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
RESOLUTION: To Authorize the Parish Administration to Execute a Lease Agreement Between Mos IV, LLC and Terrebonne Parish Consolidated Government

PROJECT SUMMARY (200 WORDS OR LESS)
Mos IV, L.L.C. owns certain real and immovable property and improvements situated in Terrebonne Parish, Louisiana, which includes a multi-court tennis facility complex and has offered to lease same to TPCG for the public purposes and uses

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
With the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons.

TOTAL EXPENDITURE	
\$96,000.00 for year (\$32,000.00 for remainder of 2024)	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<input checked="" type="radio"/> ACTUAL	<input type="radio"/> ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
<input type="radio"/> N/A	<input type="radio"/> NO
<input checked="" type="radio"/> YES	IF YES AMOUNT BUDGETED: \$32,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<input checked="" type="radio"/> PARISHWIDE	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9

Noah J. Lirette

Noah J. Lirette, Chief Administrative Officer

08/21/2024

Date

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO EXECUTE A LEASE AGREEMENT BETWEEN MOS IV, LLC AND TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

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

WHEREAS, with the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons; and

WHEREAS, Mos IV, L.L.C. owns certain real and immovable property and improvements situated in Terrebonne Parish, Louisiana, which includes a multi-court tennis facility complex and has offered to lease same to TPCG for the public purposes and uses specifically set forth herein; and

WHEREAS, in consideration of the potential economic, recreational, cultural, educational, and social benefits the recreational multi-court tennis facility complex will bring to the parish, TPCG now desires to enter into a lease agreement of the said Premise from Mos IV, L.L.C., for the purposes of providing a recreational, multi- court tennis facility complex capable of hosting individual, league, and tournament post play until such time as similar permanent public facilities are made available; and for any other purpose stated herein; and

WHEREAS, the expenditures according to this cooperative endeavor lease, taken as a whole, do not appear to be gratuitous; and

WHEREAS, TPCG finds that it has a demonstrable, objective, and reasonable expectation for receiving at least equivalent value in exchange for the expenditure of public funds through the receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and through sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities; and

WHEREAS, TPCG wishes to execute the a lease agreement of the same substance as the one attached hereto, subject to the legal department.

SECTION I

BE IT RESOLVED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to execute an agreement between TPCG and Mos IV, LLC, substantively the same as the one attached hereto, for the lease of property for use of tennis courts.

SECTION II

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

SECTION III

This resolution 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 resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this _____ day of _____, 2024.

* * * * *

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Service Committee in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**LEASE AGREEMENT AND RIGHT OF USE BETWEEN
MOS IV, L.L.C.
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, this Lease Agreement ("Lease Agreement"), is hereby made and entered into by and between:

I. PARTIES AND PREAMBLES

- 1.1 **MOS IV, LLC**, (Tax I.D. xx-xxx _____) a Louisiana Limited Liability Company, authorized to do business in Terrebonne Parish, Louisiana, represented herein by Dustin Malborough, by virtue of authority granted in the Certificate of Authority, a copy of which is attached hereto and made a part hereof as Exhibit B, and whose mailing address is 300 Apache Road, Houma, La 70360, Houma, LA 70360, (hereinafter referred to as "Lessor"), and
- 1.2 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, represented herein by Jason W. Bergeron, its Parish President, by virtue of authority under Terrebonne Parish Council Resolution No. _____, and whose mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, (hereinafter referred to as "TPCG" and/or "Lessee"),

(individually "Party" and collectively "Parties"), who, having been duly sworn, enter into this Lease subject to the following obligations, promises, terms and conditions:

WITNESSETH:

1.3 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

1.4 WHEREAS, with the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons; and

1.5 WHEREAS, Mos IV, L.L.C. owns certain real and immovable property and improvements situated in Terrebonne Parish, Louisiana, which includes a multi-court tennis facility complex and has offered to lease same to TPCG for the public purposes and uses specifically set forth herein; and

1.6 WHEREAS, in consideration of the potential economic, recreational, cultural, educational, and social benefits the recreational multi-court tennis facility complex will bring to the parish, TPCG now desires to enter into a cooperative endeavor agreement to lease the said Leased Premises from Mos IV, L.L.C., for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament post play until such time as similar permanent public facilities are made available; and for any other purpose stated herein; and

1.7 WHEREAS, the expenditures according to this cooperative endeavor lease, taken as a whole, do not appear to be gratuitous; and

1.8 WHEREAS, TPCG finds that it has a demonstrable, objective, and reasonable expectation for receiving at least equivalent value in exchange for the expenditure of public funds through the receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and through sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities.

II. LEASED PREMISES

2.1 Effective on the Lease Effective Date, as set forth herein, Mos IV, L.L.C. does by these presents, leases to TPCG the following described immovable property with improvements and attachments situated in the Parish of Terrebonne, State of Louisiana (hereinafter referred to as the "Leased Premises"), depicted in and more fully described in the property description attached hereto and incorporated herein and marked as Exhibit A.

III. PURPOSE OF LEASE; USE OF LEASED PREMISES

3.1 Purpose and Permitted Uses. The Leased Premises herein leased to Lessee shall be used for the purpose of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available. Lessee has the authority to sell sponsorships and/or accept donations for sponsorships.

3.2 Operations Generally. Subject to public access as set forth below, Lessee shall have control of the operations of the recreational tennis facility and improvements thereon.

3.3 Controlled Public Access. Lessee agrees that, subject to the terms and conditions of this Lease, during the Lease term, the citizens of Lessee shall have the right of controlled access of the specifically identified public areas of the Leased Premises, subject to reasonable regulation by Lessee which is customary and appropriate for similar parks.

3.4 Warranty. Lessor warrants to Lessee that it is the owner of the above described Leased Premises and all improvements incorporated and attached thereto. Lessor has the exclusive authority to lease the Leased Premises. Lessor warrants that the Leased Premises is in good condition suitable for its intended uses. Lessor warrants that the Leased Premises does not contain defects, environmental, and/or hazardous waste conditions.

3.5 Prior to occupancy, Lessor agrees, at its sole expense, that Lessor shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, parish and municipal authorities, now or hereafter in effect, which may impose any duty that imposes any obligations that affect the use of the Leased Premises by Lessee, such as the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12181 et seq., Building and Code Regulations. Lessor promises that at time of delivery of occupancy, the Leased Premises is in compliance with and meets all required federal, state, and local laws, regulations, ordinances, and rules for Lessee's intended use.

3.6 Return of Property. Lessee shall exercise due care in its use and occupancy of the Leased Premises. At the expiration or earlier termination of the Lease, Lessee shall deliver the Leased Premises to Lessor in reasonable condition except ordinary wear, tear, and depreciation which Lessor acknowledges shall occur.

IV. CONSIDERATION

4.1 CONSIDERATION

Lessee hereby agrees to pay Lessor and Lessor agrees to accept payment in accordance with this lease agreement, as follows:

4.1.1 Rental. Lessee shall pay to Lessor a rental fee in the amount of Eight Thousand dollars (\$8,000.00) per month.

4.1.1.1 Lessee shall also pay for all utilities for the premises during the duration of this lease agreement.

4.1.2 Due Date. Rent for the first month of the lease shall be payable upon execution of this agreement. Thereafter, the rent shall be due and payable on the first day of each calendar month. If the actual commencement date is different from that prescribed herein, adjustment shall be made in the rent, accordingly.

4.1.3 Payments. All payments due under this lease shall be made to and in the name of Mos IV, L.L.C. payable at 300 Apache Road, Houma, LA 70360.

4.2 OTHER CONSIDERATION

4.2.1 Utility Charges. Lessee shall pay costs of the following utilities: electrical, sewer service, telephone, water, disposal, hookups, meter installation costs, connections and necessary deposits.

4.2.2 Property Taxes. In consideration of this Lease, Lessor agrees to be responsible for all and to promptly pay all real estate and property taxes, assessments, and other governmental charges, general and specific, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Leased Premises, but not further or otherwise and not upon the income or rental thereof.

4.2.3 Additional Costs and Expenses. No additional costs or expenses incurred by either party in performance of this lease agreement shall be reimbursed or paid by the other party unless stated in this agreement.

4.3 The consideration paid herein shall be consideration for this entire Lease Agreement.

V. EFFECTIVE DATE AND TERM

5.1 The primary term of this Lease shall be for a period of three (3) years and shall commence on September 1, 2024 and terminate at midnight on August 31, 2027.

VI. RENEWAL OF TERM

6.1 Option to Renew: Lessor grants unto Lessee the right, option and privilege to renew and extend this Lease for a maximum of two (2) additional one (1) year terms after the expiration of its original terms, under the same promises, obligations, terms and conditions as provided with respect to the primary terms herein, or any modifications otherwise agreed to by the parties

VII. INSPECTION, MAINTENANCE, AND REPAIR

7.1 Inspection. Lessee will allow Lessor the right to enter upon the said Leased Premises at any time upon notice to Lessor and without disruption to operations for the purpose of inspection.

7.2 Lessee's Maintenance and Repair Obligations. Lessee, at its expense, shall perform all maintenance, repairs, and replacements to the Leased Premises, all as necessary to keep the interior portions, as well as the exterior of the Leased Premises in good order, repair and operation, normal wear, tear, depreciation and structural defects excepted, during the term of this Lease Agreement.

VIII. ALTERATIONS OR ADDITIONS

8.1 Lessee shall not make any alterations or additions, excluding repairs to the Leased Premises, without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld. Any and all alterations or additions made by Lessee with the consent of Lessor, shall become the property of Lessor upon termination of this lease, without compensation therefore to Lessee, provided that Lessor shall have the right to require that Lessee, prior to the termination of this lease, remove all such alterations or additions and restore the Leased Premises to its condition at the time of the commencement of this lease, subject to its normal wear, tear and depreciation.

8.2 Any such alterations or additions made by Lessee shall be made at Lessee's cost and Lessee warrants that such work shall be done in a workmanlike manner.

IX. INSURANCE

9.1 For the duration of this Lease Agreement, as well as any and all subsequent renewal periods, Lessee agrees to maintain, at its sole cost and expense, the following insurance:

- 9.1.1 General Liability Insurance. Subject to self-retention limit of \$1,000,000.00, Lessee shall maintain General Liability Insurance against claims for bodily injury, personal injury and property damage occurring on the Leased Premises. Such insurance shall afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and the limit of this coverage shall be a minimum of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage - extended coverages.
- 9.1.2 Fire, Wind, and Hurricane Insurance. Lessee shall maintain insurance for fire, wind and hurricane protection covering the Leased Premises. Such insurance shall afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the fire legal liability, and the limit of this coverage shall be a minimum of \$1,000,000.00. Lessor shall be named as an additional insured and be granted a waiver of subrogation by the insurance carrier in the policies providing such coverage.
- 9.1.3 Lessee shall provide a Certificate of Insurance, evidencing such insurance coverage, to Lessor prior to the commencement date of this Lease Agreement.
- 9.1.4 Each insurance policy required by this Lease Agreement shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by Lessee without thirty (30) days prior-written notice by certified mail, return receipt requested, to Lessor.
- 9.1.5 Said insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana.
- 9.1.6 In the event the above insurance coverage is subject to deductible clauses, Lessee agrees to bear full costs of such deductibility.

X. INDEMNIFICATION

10.1 Lessor 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, tortious, 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 Lessor, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and

employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessor 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.

10.2 Lessee agrees to defend, indemnify, save, and hold harmless the Lessor, 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, tortious, 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 Lessee, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Lessor, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessee 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.

XI. ENTIRE AGREEMENT/AMENDMENT

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

11.2 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.

XII. COMPLIANCE WITH LAWS

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

XIII. SEVERABILITY

13.1 If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

XIV. FINANCIAL DISCLOSURE

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

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 Lessor which relate to this Agreement, upon request.

XVI. NON-COLLUSION AFFIDAVIT

16.1 In accordance with La. R.S. 38:2224, Lessor declares that it has provided Lessee with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibit C and incorporated and made a part of this Lease Agreement.

XVII. DEFAULT

17.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

17.2 If either party defaults on this Lease Agreement, breaches the terms of the Lease Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party. However, Lessor or Lessee shall place in writing this default to the other party as soon as practical. Lessor or Lessee shall be granted a reasonable time to cure default, not to exceed thirty (30) days from date of notice.

XVIII. NOTICES

18.1 All notices and other communications pertaining to this Lease 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, the other party addressed as follows:

18.1.1 AS TO THE LESSOR:

Mos IV, L.L.C.
Attn: Dustin Malborough
300 Apache Road
Houma, LA 70360

18.1.2 AS TO THE LESSEE:

Terrebonne Parish Consolidated Government
Attn: Jason Bergeron., Parish President
8026 Main Street
Houma, LA 70360

XIX. FORCE MAJEURE; DAMAGE BY FIRE

19.1 Except as provided by any insurance coverage subject to this Lease Agreement, the Lessor and Lessee agree that the performance of this Lease Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations, vandalism, and acts of third parties.

19.2 Notwithstanding Article X and Section 19.1 hereinabove, in the event the Leased Premises are damaged or destroyed by fire or other event known as Force Majeure, Lessee shall be responsible subject to the limits of its insurance coverage regardless of the fault and/or cause of the resulting damage or destruction to the Leased Premises therein.

XX. NO WAIVER

20.1 The failure of the either party to enforce any of the terms of this Lease 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.

XXI. ASSIGNMENT AND ENCUMBRANCE; RELEASE OF LESSOR ON SALE

21.1 Lessee shall not sublease, assign, sell, encumber or transfer any of its obligations under this Lease Agreement by assignment, transfer, or novation, without prior written consent of the other party. Notice of any such assignment or transfer shall be furnished promptly to the other party.

21.2 Notwithstanding anything contrary to this Lease Agreement, the Lessee and Lessor agree that this Lease is also a Servitude of Use and is a real right running with the property.

21.3 Upon a sale or transfer by Lessor to a subsequent purchaser or transferee thereof, the purchaser or transferee by virtue of such sale or transfer shall be subject to this Lease Agreement.

XXII. SIGNS BY LESSEE

22.1 Lessee shall have the right to erect and maintain signs on the Leased Premises at Lessee's costs.

XXIII. RELATIONSHIP BETWEEN THE PARTIES

23.1 Lessor and Lessee are engaged for the purposes set forth in this Lease Agreement. The relationship between Lessor and Lessee shall be, and only be, that of Lessor and Lessee, and the Lessor shall not be construed to be an employee, agent, partner of, or injoint venture with Lessee.

XXIV. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

24.1 Lessor and Lessee expressly agree that Lessor is an independent contractor, and, as such, expressly agree that Lessee shall not be liable to Lessor or to anyone employed by Lessor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

XXV. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

25.1 Lessor and Lessee expressly declare and acknowledge that Lessor is an independent contractor, and, as such, is being engaged by Lessee under this Agreement and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

25.1.1 Lessor will be free from any control or direction by the Lessee over the performance of the services covered by this Agreement;

25.1.2 The services to be rendered by Lessor are outside the normal course and scope of Lessor's usual business; and

25.1.3 Lessor is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Lessor nor anyone employed or contracted by Lessor shall be considered an employee of Lessee for the purpose of unemployment compensation coverage.

XXVI. EMPLOYMENT OF TPCG PERSONNEL

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

26.2 Lessee certifies that any and all personnel and/or part-time staffers employed by Lessee to engage in the performance of this Lease Agreement are employees of Lessee.

XXVII. AGREEMENT WITH TENNIS PROFESSIONAL

27.1 Lessor and Lessee agree that any Agreement with a Tennis Professional and/or independent contractor, and/or the use of facility by members and public, whether for fee or not, shall not be considered a sublease of this Lease Agreement.

XXVIII. CONFLICTS OF INTEREST

28.1 Lessor certifies (and this Lease is made in reliance thereon) that neither Lessor nor any person having an interest in this Lease Agreement by, through or under Lessee, is an officer of Lessee or is affiliated in any way with TPCG.

XXIX. GOVERNING LAW

29.1 The validity, interpretation, and performance of this Lease Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

XXX. CLAIMS OR CONTROVERSIES

30.1 The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

XXXI. CODE OF ETHICS

31.1 Lessor and Lessee acknowledge that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Lessee in the performance of rental services called for in the Lease Agreement. Lessor and Lessee agree to immediately notify the each other if potential violations of the Code of Governmental Ethics arise at any time during the term of the Lease Agreement.

XXXII. DISCRIMINATION CLAUSE

32.1 Lessor and Lessee agree 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 Lessor and Lessee agree to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Lessor and Lessee, including their agents or employees, agree not to discriminate in its employment practices, and will render the performance of the terms, conditions, covenants and obligations under this Lease Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Lessor and Lessee acknowledge and agree that any act of unlawful discrimination committed by Lessor or Lessee, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease Agreement.

XXXIII. COVENANT AGAINST CONTINGENT FEES

33.1 Lessor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Lessor, to solicit or secure this Lease Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Lessor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Lease Agreement. For breach or violation of this warranty, Lessee shall have the right to annul this Lease Agreement without liability or, in Lessee'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.

XXXIV. TERMINATION

34.1 TERMINATION OF THE CONTRACT

34.1.1 For Cause. Either party may exercise any rights available to it under Louisiana law

to terminate for cause upon the failure of the other to comply with the terms and conditions of the contract, provided that the terminating party shall give the breaching party provide the other written notice specifying its failure and a reasonable opportunity to cure the defect.

34.1.2 For Convenience. Lessee may terminate the contract at any time by giving thirty (30) days written notice to Lessor of such termination or negotiating with Lessor an effective date for termination.

34.1.2.1 Termination penalty. If either party terminates for convenience during the initial three (3) year term of this contract, the terminating party shall be penalized the percent of the remaining term of the contract.

34.1.3 For Non-Appropriation of Funds. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Lease Agreement are not appropriated by Lessee in any fiscal year covered by this contract, this agreement may be terminated by the Lessee giving notice to Lessor of such facts and Lessee's intention to terminate its financial obligation.

34.1.4 Force Majeure. If Lessee is not able to use the Leased Premises or any part of the Leased Premises for thirty (30) days or more due to a fortuitous event caused by force majeure, Lessee, at its sole option, can terminate this lease agreement and does not owe consideration for the remainder of the lease.

34.2 SURVIVING TERMS

34.2.1 In the event this Contract is terminated for any reason, whatsoever, Articles IV, X, XI, XIII, XIV, XV, XVII, XXIX, and XXX of this Lease Agreement shall survive termination.

XXXV. AUTHORITY OF SIGNORS

35.1 Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Lease Agreement on its behalf and a copy evidencing such authority is annexed hereto and made a part hereof at time of execution.

XX.XVI. SIGNATURES OF THE PARTIES

38.1 LESSOR

THUS DONE AND SIGNED on this ____day of _____, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

MOS IV, L.L.C

DUSTIN MALBOROUGH

NOTARY PUBLIC

38.2 LESSEE

THUS DONE AND SIGNED on this ____day of _____, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

MOS IV, L.L.C

JASON W. BERGERON
PARISH PRESIDENT

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

I. LOT 2 BEING A 0.336 ACRE TRACT OF LAND BELONGING TO Mos IV, LLC. LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA

Commencing at the intersection of the northerly right-of-way line of Southdown West Blvd. and the westerly right-of-way line of St. Charles Street;

Thence, N 26 degrees 15 minutes 23 seconds E a distance of 187.44' to a found ½" galvanized iron pipe;

Thence, N 26 degrees 15 minutes 23 seconds Ea distance of 87.79' to a set ¾" galvanized iron pipe; said point of being the point of beginning.

Thence, N 59 degrees 45 minutes 41 seconds W a distance of 167.06' to a set ¾" galvanized iron pipe;

Thence, N 26 degrees 18 minutes 19 seconds Ea distance of 87.86 feet to a ½" iron rod;

Thence, S 59 degrees 44 minutes 06 seconds Ea distance of 166.99' to a set ¾" galvanized iron pipe;

Thence, S 26 degrees 15 minutes 23 seconds W a distance of 87.79' to the point of beginning.

All as more fully shown on a plat entitled "Survey and Division of Tract-A2 along St. Charles Street Belonging to Mos IV, LLC, Located in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana," dated December 16, 1999, and revised January 10, 2000 and January 18, 2000, and recorded at Entry No. 1069924, Terrebonne Parish, Louisiana; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

The above described property being previously described as follows:

That certain tract of land known as Tract "A" along St. Charles Street Extension, located in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana, more particularly described as follows: Commencing at a point designated at "A", the point of beginning, and being located S 50 degrees 29 minutes 48 seconds W, a distance of 6,292.40 feet from U.S.C. & S. Monument "Houma"; Thence, S 59 degrees 44 minutes 06 seconds E, a distance of 248.05 feet to a point designated as "B" and located on the western right-of-way line of St. Charles Street Extension; Thence, S 26 degrees 18 minutes 19 seconds W, along the aforementioned right-of-way line a distance of 175.61 feet to a point designated as "C"; Thence, N 59 degrees 44 minutes 06 seconds W, a distance of 248.05 feet to a point designated as "D"; Thence, N 26 degrees 18 minutes 19 seconds E, a distance of 175.61 feet to a point, designated as "A"; being the point of beginning, and containing 1.00 acres, all as more fully shown on a survey plat by T. Baker Smith & Son, Inc., dated February 24, 1978, and titled "Valhi, Inc. Survey of Tract "A" along St. Charles Street Extension located in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana", and dated February 24, 1978, recorded at Entry No. 673469 of the records of Terrebonne Parish Clerk of Court.

LESS AND EXCEPT:

- a. That portion of the property described above sold by Bayou Barge Company, Inc., et al, to Clayton C. Braxton and Craig M. Walker by act dated May 13, 1994, recorded at COB 1417, folio 301, Entry No. 936974 of the records of the Terrebonne Parish Clerk of Court, which portion is depicted on the map or plat entitled "Survey of Tract A-B-C-D-E-F-G-H-I-A Renaissance II Health & Racquet Club in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana" dated May 2, 1994, prepared by Keneth L. Rembert, Surveyor, and recorded at COB 1417, folio 301, Entry No. 936974 of the records of Terrebonne Parish Clerk of Court.

- b. That portion of property sold by Mos IV, LLC to R.tX L.L.C. by act dated May 11, 2000, recorded at COB 1688, folio 426, Entry No. 1071106 of the records of Terrebonne Parish Clerk of Court, which more particularly described as Lot 1, a 0.336 acre tract of land belonging to Mos IV, LLC, which is depicted on the map entitled "Survey and Division of Tract - A2 Along St. Charles Street Belonging to Mos IV, LLC Located in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana," dated December 16, 1999, and revised January 10, 2000 and January 18, 2000, and recorded at Entry No. 1069924, Terrebonne Parish, Louisiana.

Bearing a municipal address of 106 Southdown West Boulevard, Houma, LA 70360.

--AND --

11. TRACT A-B-C-D-E-F-G-H-I-A ON A MAP ENTITLED "SURVEY OF TRACT A-B-C-D-E-F-G-H-I-A RENAISSANCE II HEALTH & RACQUET CLUB IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA".

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, containing 6.360 acres, shown and designated as Tract A-B-C-D-E-F-G-H-I-A on a map entitled "Survey of Tract A-B-C-D-E-F-G-H-I-A Renaissance II Health & Racquet Club in Section 102, T1 7S-R1 7E, Terrebonne Parish, Louisiana", prepared by Keneth L. Rembert, Land Surveyors, dated May 2, 1994, recorded at Entry No. 936974, Terrebonne Parish, Louisiana; said tract commencing at U.S.C. & G.S. Station "Houma";

Thence S 51 degrees 52 minutes 38 seconds W a distance of 5,973.76 feet to Point "A", to point of beginning;
Thence S 26 degrees 18 minutes 19 seconds W a distance of 351.22 feet to Point B;
Thence S 59 degrees 44 minutes 06 seconds Ea distance of 81.06 feet to Point C;
Thence S 26 degrees 18 minutes 19 seconds W a distance of 369.72 feet to Point D; Said point being on the northerly right of way line of Southdown West Boulevard;
Thence N 66 degrees 51 minutes 43 seconds W along said right of way line a distance of 51.16 feet to Point E;
Thence N 59 degrees 44 minutes 06 seconds W along said right of way line a distance of 250.26 feet to Point F;
Thence N 30 degrees 15 minutes 54 seconds Ea distance of 200 feet to Point G;
Thence N 59 degrees 44 minutes 06 seconds W a distance of 200 feet to Point H;
Thence N 30 degrees 15 minutes 54 seconds Ea distance of 525.56 feet to Point I;
Thence S 59 degrees 44 minutes 06 seconds E a distance of 370.18 feet to Point A, the point of beginning; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1316 Saint Charles Street, Houma, LA 70360.

- III. Lessee hereby acknowledges that this Lease Agreement is subject to any and all recorded rights, ways, privileges, servitudes, mortgages, subordinations' and liens thereunto belonging or in anywise appertaining to the Leased Premises herein. Lessee further acknowledges that this Lease Agreement will be subordinate to any and all mortgages by Lessor and/or any of the stockholders and/or any of the owners and/or members of Lessor place on the Leased Premises in any manner related to financing and/or refinancing. Lessee understands and agrees that from time to time some special document may be needed to subordinate this Lease Agreement to the afore described mortgages and that Lessee will fully cooperate and execute any subordination documents by lender.

EXHIBIT C

AFFIDAVIT OF NON-COLLUSION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

DUSTIN MALBOROUGH

who after being first duly sworn, deposed and said that:

1. Affiant declares that he is a duly authorized Managing Member of Mos IV, L.L.C., the party who is entering into a cooperative endeavor agreement with Terrebonne Parish Consolidated Government for the lease of immovable property;
2. Affiant declares that the rental agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the rental price of affiant or of any other party, or to fix any overhead, profit, or cost element of said rental price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

MOS IV, L.L.C.

By:

DUSTIN MALBOROUGH

THUS DONE AND SIGNED on this ____ day of _____, 2024, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

NOTARY PUBLIC



Monday, August 26, 2024

Item Title:

Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11

Item Summary:

Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, September 11, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/29/2024	Executive Summary
Ordinance	7/29/2024	Ordinance
IGA Lease Agreement	7/29/2024	Backup Material
Exhibit A	7/29/2024	Exhibit
Safety and Health Inspection of Parks	7/29/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, August 28, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG finds it in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG. TPCG and Rec. Dist. 11 intend to enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease to remove the aforementioned parks from the properties covered by the agreement.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Enhance the Quality of Life Department's offerings to the public. To support high quality, well-maintained parks, recreational areas, and greenway network and infrastructure in the parish.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Noah J. Lirette

07/29/2024

Noah J. Lirette, Chief Administrative Officer

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO AN AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT AND LEASE WITH RECREATION DISTRICT NO. 11 TO REMOVE AUTHEMENT ST. PARK, CITY (AIRBASE) PARK (EXCLUDING THE GYM, POOL, AND FOOTBALL FIELD), JIM BOWIE PARK, MAHLER ST. PARK, PARISH PARK, LEE AVENUE PARK, MAPLE ST. PARK, RIO VISTA PARK, AND THE ADULT SOFTBALL COMPLEX FROM THE AGREEMENT AND RETURN CARE, CUSTODY, AND CONTROL OF THOSE PARKS TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

WHEREAS, the Terrebonne Parish Charter, Sec. 2-11(a)(11) provides that an ordinance is required to “Convey or lease or authorize the conveyance or lease of any of the lands or property of the parish government.”; and

WHEREAS, Louisiana Revised Statute 33:1324 provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) entered into an Intergovernmental Agreement and Lease with Recreation District No. 11 on June 11, 2009, pursuant to which Recreation District No. 11 (“Rec. Dist. 11”) undertook sole responsibility for the maintenance, upkeep and repairs of all facilities and equipment and immovable property for certain TPCG parks listed in the Exhibit A to the agreement; and

WHEREAS, the Terrebonne Parish Council adopted Ordinance No. 9580 on May 29, 2024 ratifying the June 11, 2009 Intergovernmental Agreement and Lease with Recreation District No. 11 and authorizing the Parish President or Administration to enter into an Amendment No. 1 to that agreement to remove Shady Oaks Park from the lease and return its care, custody, and control to TPCG; and

WHEREAS, TPCG finds that is in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG; and

WHEREAS, TPCG and Rec. Dist. 11 intend to enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease to remove the aforementioned parks from the properties covered by the agreement; and

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

SECTION I

The Parish President (or Administration) is hereby authorized to execute and enter into an Amendment No. 2 to Intergovernmental Agreement and Lease with Rec. Dist. 11 to return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG, not inconsistent with the proposed amendment attached to this Ordinance, and that the Parish President (or Administration) is hereby authorized to execute and enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease between TPCG and Rec. Dist. 11, all in accordance with the terms contained in that agreement, which is attached hereto.

SECTION II

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 separable.

SECTION III

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:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 2024.

Chair
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**AMENDMENT NO. 2 TO
INTERGOVERNMENTAL AGREEMENT AND LEASE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
RECREATION DISTRICT NO. 11**

Before the undersigned Notaries Public, duly qualified in their respective parishes, on the dates inscribed below, and in the presence of the undersigned competent witnesses, came and appeared the parties identified below in Article I, who did depose and state that this Act is an Amendment No. 2 to the Intergovernmental Agreement and Lease between the Terrebonne Parish Consolidated Government and Recreation District No. 11 (“Amendment”) and they did further declare to agree as follows:

1. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Ordinance No. 24-_____, a copy of which is attached hereto and made a part hereof, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as “Owner” or “TPCG”); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

1.2. **Recreation District No. 11**, an agency of the state of Louisiana and a body corporate, organized under the laws of Louisiana, herein represented by its duly authorized Chairman of the Board, Rev. Dr. Vincent Fusilier, Sr., as can be seen from the attached resolution from the Board of Commissioners, whose mailing address is Post Office Box 4294, Houma, Louisiana 70361, (hereinafter called the "DISTRICT" or "LESSEE").;

who, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

2. ORIGINAL CONTRACT

The Parties to this Amendment entered into that certain Intergovernmental Agreement and Lease for the lease to the DISTRICT of OWNER’s parks within the jurisdiction of the DISTRICT on June 11, 2009, (hereinafter “Original Contract”). The Original Contract was filed for record on June 18, 2009, with the Terrebonne Parish Recorder of Mortgages and Conveyances at COB 2156, page 16, Entry No. 1324992.

3. PURPOSE OF AMENDMENT

The purpose of this amendment is to return care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to the Terrebonne Parish Consolidated Government.

4. AMENDED TERMS AND CONDITIONS

The Parties hereto agree and hereby amend the Original Contract to remove the foregoing parks from the properties leased by OWNER to the DISTRICT. The foregoing parks were listed on Exhibit A “Parks Leased to Recreation District Number 11” to the Original Contract. The foregoing parks are hereby deleted from Exhibit A to the Original Contract and the care, custody, and control of those parks is hereby returned to OWNER.

5. OTHER PROVISIONS

5.1. All terms and conditions of the Original Contract not deleted or amended herein shall remain in full force and effect.

5.2. The effective date of this Amendment No. 2 shall be the date that the last party signs this amendment.

5.2. The parties hereto acknowledge that the original June 11, 2009 Intergovernmental Agreement and Lease provides that all structures and/or improvements placed on or made to the leased premises by DISTRICT shall remain the property of TPCG.

5.2. The Terrebonne Parish Recorder of Conveyances and Mortgages is requested to make note of this Amendment in the Margin of the Original Contract, Entry No. 1324992, to serve as occasion may require.

5.3. Counterparts. This Amendment may be executed in counterparts and may be transmitted by facsimile copy or e-mailed PDF file, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. If executed separately, DISTRICT shall also provide TPCG with an ink-signed original of this Amendment, and TPCG shall combine its ink-signed original with DISTRICT's ink-signed original for the purposes of filing same in the mortgage and/or conveyance records of the parish of Terrebonne. However, failure to do so shall not affect the validity, enforceability, or binding effect of this Amendment.

[Signature page follows]

[The remainder of this page is intentionally left blank]

6. SIGNATURES

6.1. RECREATION DISTRICT NO. 11

THUS done and signed on this ____ day of _____ 2024 in the presence of the undersigned notary and competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

DISTRICT

X: _____
BY: REV. DR. VINCENT FUSILIER, SR.
ITS: CHAIRMAN

NOTARY PUBLIC

6.2. OWNER

THUS done and signed on this ____ day of _____ 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

OWNER:

X: _____
BY: JASON W. BERGERON
ITS: PARISH PRESIDENT
OR: NOAH J. LIRETTE,
ITS: CHIEF ADMINISTRATIVE OFFICER

NOTARY PUBLIC

EXHIBIT A

PARKS LEASED TO RECREATION DISTRICT NUMBER 11

Rozand Park

SAFETY AND HEALTH INSPECTION

Recreation District #11 Transfer Parks

- Adult Softball Complex*
- Authement St. Park*
- City Park (Airbase)*
- Jim Bowie Park*
- Lee Avenue Park*
- Mahler St. Park*
- Maple St. Park*
- Parish Park (Practice Field) across from City Park*
- Rio Vista Park*

*2024 Recreation District #11 Transfer Parks
Playground equipment inspection
Risk Management safety concerns*

- *Adult Softball Complex, Signage, broken bleaches, see slide #3 thru #6*
- *Authement Park, several repairs needed, fence, lights, tables, exposed wiring, see slides #7 thru #15*
- *City Park (Air Base), fall protection, replace picnic tables, dirt piles, repair uneven surfaces on walking track, see slides, #16 thru #26*
- *Jim Bowie Park, needs electrical outlet, signage, see slide #27*
- *Lee Avenue Park, benches need to be repaired, fall protection, uneven surfaces, see slides #28, thru #31*
- *Mahler Park, uneven surfaces on walking track, slide, and handrails on playground equipment need repair/replaced, Parish signage, see slides #32, thru #35*
- *Maple Park, uneven surfaces on walking track, repair fall protection, replace trash can holder, see slides #36, thru #39*
- *Parish Park, down electrical pole, hanging wiring, see slide #40*
- *Rio Vista Park, signage needed, benches and fencing needs repair/replaced, swing set needs fall protection, pick up tree limbs, see slides #41, thru #44*

Adult Softball Complex

Broken Bleaches!



Adult Softball Complex

Bleaches seats, sharpe edges missed caps!



Adult Softball Complex

Needs repairs



Adult Softball Complex

Safety Hazard



Authement Park

Fence needs to be repaired!



Authement Park

Remove exposed wiring!



Remove exposed wiring!



Authement Park

Consider repairing lights!



Consider repairing lights!



Authement Park

Cameras need to be repaired!

Fence needs repairs!



Authement Park

Entrance, sign needs repairs!

Entrance, clean area, trim grass, remove broken fence!



Authement Park

Table needs repair!



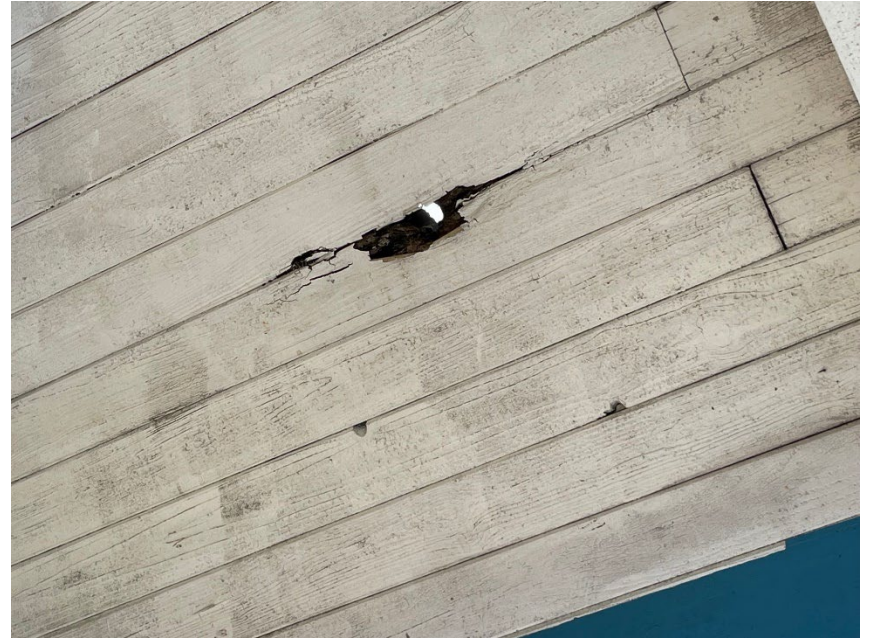
Table needs repair!



Authement Park

Pavilion roof (shingles) needs to be replaced!

Beginning to rot!



Authement Park

Remove old shingles!



Pick up trash!



Authement Park

Consider adding fall protection!



Consider adding fill!



City Park, (Air Base)

Needs fall protection are be removed!

Needs fall protection are be removed!



City Park, (Air Base)

Safety Hazard, cracked concrete!



Safety Hazard, sharpe edge, trip hazard!



City Park, (Air Base)

Safety Hazard

Uneven walking surfaces



City Park, (Air Base)

Tables and Benches need repairing/replacing!



City Park, (Air Base)

Tables and Benches need to be removed/replaced!



City Park, (Air Base)

Piles of dirt need to be spread out!



City Park, (Air Base)

Bridge handrails exposed nails, remove broken post!



City Park, (Air Base)

Safety Hazards, cracked slide and sharpe edges!



City Park, (Air Base)

Order of Police, grass around building needs to be cleaned up!



City Park, (Air Base)

Repair broken stop bars!



City Park, (Air Base)

Broken concrete needs to be removed!



Jim Bowie Park

Replace Electrical Outlet, TPCG Signage



Lee Avenue Park

Consider repairing bench, sharpe edges!



Consider repairing benches!



Lee Avenue Park

Fall protection needs repairs!



Fall protection needs repairs!



Lee Avenue Park

Safety Hazard, uneven surface!



Safety hazard, hole!



Lee Avenue Park

Fence needs repairs!



Mahler Park

Needs new sign!



Needs fall Protection!



Mahler Park

Uneven surface!



Uneven Surface!



Mahler Park

Safety Hazard! Cracked slide!

Needs new TPCG park sign!



Mahler Park

Safety Hazard, handrails need to be repaired/replaced!

Safety Hazard, handrails need to be repaired/replaced!



Maple Park

Needs new Sign, fill hole!



Maple Park

Garbage can holder has sharpe edges!



Bike rack needs to be secured!



Maple Park

Uneven surface!



Uneven surface!



Maple Park

Fall Protection needs repairs!



Parish Park, Practice Field

Down pole and hanging wires!



Rio Vista Park

Remove broken tree limbs!



Rio Vista Park

Fence needs to be repaired/removed!



Rio Vista Park

Bench/Fence needs to be replaced/repaired!



Rio Vista Park

Fall protection needed!





Monday, August 26, 2024

Item Title:

Amend Sec. 13-63 "Qualifications for Drivers," Sec. 13-65 "Standards for Ambulance Equipment," Sec. 13-70 "Transportation of Emergency Patients," and Sec. 13-90 "Ambulance Inspections" in Article IV of Chapter 13 of the Terrebonne Parish Code of Ordinances

Item Summary:

Consider the introduction of an ordinance to Amend Sec. 13-63 "Qualifications for Drivers," Sec. 13-65 "Standards for Ambulance Equipment," Sec. 13-70 "Transportation of Emergency Patients," and Sec. 13-90 "Ambulance Inspections" in Article IV of Chapter 13 of the Terrebonne Parish Code of Ordinances; and to Provide for Other Matters Relative Thereto; and call a Public Hearing on Wednesday, September 11, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/21/2024	Executive Summary
Ordinance	8/21/2024	Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Amend Sec. 13-63 “Qualifications for Drivers,” Sec. 13-65 “Standards for Ambulance Equipment,” Sec. 13-70 “Transportation of Emergency Patients”, and Sec. 13-90 “Ambulance Inspections” in Article IV of Chapter 13 of the Terrebonne Parish Code of Ordinances; and to Provide for Other Matters Relative Thereto; and call a Public Hearing on Wednesday, September 11, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Significate advances in the medical field render the above named sections of the Terrebonne Parish Code of Ordinances regarding ambulances outdated and/or obsolete in their current form.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG finds that updating and bringing the aforementioned sections of the Terrebonne Parish Code of Ordinances regarding ambulances in line with Louisiana state statutes and Louisiana Department of Health and Hospital standards will promote a higher standard of health and emergency care for, and benefit, the citizens of Terrebonne Parish.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE
 1
 2
 3
 4
 5
 6
 7
 8
 9

 Noah J. Lirette, Chief Administrative Officer

 Date 8/21/24

OFFERED BY: _____

SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMENDED SEC. 13-63 “QUALIFICATIONS FOR DRIVERS,” SEC. 13-65 “STANDARDS FOR AMBULANCE EQUIPMENT,” SEC. 13-70 “TRANSPORTATION OF EMERGENCY PATIENTS”, AND SEC. 13-90 “AMBULANCE INSPECTIONS” IN ARTICLE IV OF CHAPTER 13 OF THE TERREBONNE PARISH CODE OF ORDINANCES; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, LSA-Const. Art. 6, §4 states in its pertinent part that “Except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted. If its charter permits, each of them also shall have the right to powers and functions granted to other local governmental subdivisions.” and,

WHEREAS, Sec. 1-05 of The Home Rule Charter for a Consolidated Government for Terrebonne Parish states in its pertinent part that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution.” and,

WHEREAS, significant advances in the medical field render the above named sections of the Terrebonne Parish Code of Ordinances regarding ambulances outdated and/or obsolete in their current form; and

WHEREAS, the Terrebonne Parish Consolidated Government finds that updating and bringing the aforementioned sections of the Terrebonne Parish Code of Ordinances regarding ambulances in line with Louisiana state statutes and Louisiana Department of Health and Hospital standards will promote a higher standard of health and emergency care for, and benefit, the citizens of Terrebonne Parish.

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, in due, regular, and legal sessions convened, that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 13-63 of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 13-63. Qualifications for drivers.

- (a) No person employed by a private ambulance service or private medical provider shall drive an ambulance upon the streets of the parish, and no private person who owns or controls an ambulance shall permit it to be so driven, unless the driver shall have then in force a class D chauffeur's driver's license duly issued by this state.

However, an ambulance driver employed by the Louisiana Department of Agriculture and Forestry, or a municipality, parish, fire protection district, or other political subdivision of the state may drive an ambulance upon the streets of the parish if the driver shall then have in force a class E driver's license.

Civilian employees of the United States military who are required to operate emergency vehicles, when operating such vehicle or equipment in the course and scope of their employment, may drive an ambulance upon the streets of the parish if the driver shall then have in force a class E driver's license.

- (b) Before driving any ambulance in the parish, each driver shall provide a copy of his current traffic and police record to the parish.
- (c) A driver shall be at least eighteen (18) years of age.

- (d) A driver shall be a licensed emergency medical responder, a licensed emergency medical technician, a licensed advance emergency medical technician, a licensed paramedic, a licensed respiratory therapist, a licensed nurse practitioner, a licensed physician assistant, a licensed occupational therapist, a licensed registered or practical nurse, or a physician.
~~an emergency medical technician basic, an emergency medical technician intermediate or an emergency medical technician paramedic.~~
- (e) A person may be a driver only if:
- (1) He has never been convicted anywhere under the laws of this state or any other state, the United States or other applicable laws of the parishes and cities of the offense of murder, aggravated battery, aggravated rape, simple rape, aggravated burglary, simple burglary, aggravated kidnapping, simple kidnapping, armed robbery, simple robbery, possession, sale or use of narcotics, contributing to the delinquency of a juvenile, or indecent behavior with a juvenile and has not been convicted two (2) or more times of any traffic offense during the preceding year;
 - (2) He has not been convicted of any other felony or of any misdemeanor involving moral turpitude against the criminal laws of this state or any other state, or of the United States, within the past five (5) years, has not served any part of the sentence thereof within five (5) years and he is not presently charged therewith, or with any of the felonies or misdemeanors set forth in paragraph (e)(1) of this section, or with violating any of the provisions of this article; and
 - (3) He is not addicted to the use of intoxicating liquor, does not use any narcotic drugs and is not suffering from any disease or infirmity which might make him an unsafe or unsatisfactory driver.

SECTION II

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 13-65 of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 13-65. Standards for ambulance equipment.

- (a) The equipment required in each ambulance is regulated by the Louisiana state department of health and hospitals. ~~shall include, at all times when the ambulance is in use as such, equipment adequate in the judgment of the parish coroner or his designee, for dressing wounds, splinting fractures, controlling hemorrhages, providing oxygen, and providing advanced life support care.~~ The department of health and hospitals has promulgated rules and regulations establishing a list of required medical and safety equipment which shall be carried as part of the regular equipment of every ambulance. No person shall conduct, maintain, or operate an ambulance which does not carry with it, in fully operational condition, all of the equipment included in the list, which shall be consistent with the scope of practice for emergency medical technicians established in R.S. 40:1135.2
- (b) ~~No ambulance shall be operated unless it has the following required equipment on board:~~
- (1) ~~Oxygen inhalation equipment—Two (2) oxygen supplies, one (1) of which is portable and other installed in the ambulance;~~
 - (2) ~~Suction equipment for the aspiration of secretions—One (1) suction unit which is portable and one (1) suction unit installed in the ambulance;~~
 - (3) ~~Airway-esophagus obturator airway, oral pharyngeal airways, endotracheal airways, laryngoscope and blades, and air adult bag-mask resuscitator;~~
 - (4) ~~Wound dressings;~~
 - (5) ~~Splints for upper and lower extremities, scoop stretcher, long spine board, short spine board (also known as a "Kansas"), Kendrick extrication device (KED) or medical extrication device (MED), head immobilizer and a traction splint;~~
 - (6) ~~Emergency childbirth kit;~~
 - (7) ~~Military anti-shock trousers (MAST), snake bite kits, disaster bags and intravenous fluids necessary to replace blood loss or as a lifeline for medications;~~
 - (8) ~~Pillows, blankets, sheets, pillowcases, emesis basins, urinals, bedpans, aneroid blood pressure manometer and stethoscopes, cervical collars, sterile foil, and burn sheets;~~
 - (9) ~~Two-way radios for direct voice dispatching, routing, notification of emergency departments and direction and assistance from and liaison with fire, police and civil defense authorities and other ambulance units. Regardless of the location of the basic radio equipment, it must be adaptable for use by both the driver and the medical technician in the patient area;~~

~~(10) — Telemetry capability which expands voice transmissions to allow an emergency room physician to monitor and diagnose electrical cardiac status of a patient in the field and to enable an emergency medical technician-paramedic to monitor vital signs of a patient during transport;~~

~~(11) — Cardiac monitor and defibrillator capable of producing hard copy EKG records, delivering three hundred (300) watt/second electrical defibrillation, and transmitting a patient's EKG electronically to a hospital; and~~

~~(12) — Advanced life support medications necessary to provide advanced life support care as outlined by current American Heart Association Advanced Cardiac Life Support Care Standards.~~

SECTION III

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 13-70 of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 13-70. Transportation of emergency patients.

- (a) *Ambulance.* No ambulance shall transport an emergency patient in the parish unless it is an advanced life support ambulance capable of providing advanced life support services and whose crew shall consist of at least one (1) ~~nationally registered~~ **Louisiana licensed emergency medical technician** ~~and~~ **or** one (1) **Louisiana licensed advance emergency medical technician** ~~or~~ (1) **Louisiana licensed paramedic** and (1) **qualified** driver.
- (b) *Penalties.* Any person convicted for a violation of this section shall be punished as provided in section 13-62.

State Law reference— Qualifications to operate ambulances; equipment; penalty, LSA-R.S. 40:1135.1

SECTION IV

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 13-90 of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 13-90. - Inspection of ambulances.

~~Before any permit shall be issued under this article, all of the ambulances listed in the application shall **be equipped in compliance with the standards for ambulance equipment as contained, inspected and approved yearly by the Louisiana Bureau of EMS which is part of the Louisiana Department of Health and Hospitals and as is set forth in LA R.S. 40:1135.1. Any ambulance owned or operated by provider, which has a mechanical defect or lacks ambulance equipment, as required by this standard, must be corrected to conform to the requirements of this section.** be inspected by the sheriff or his designee and shall be certified to be in proper mechanical condition. Each ambulance shall also be inspected by the coroner or his designee and shall be certified to be equipped in compliance with standards for ambulance equipment as contained in this article.~~

~~(1) Such inspections shall be conducted annually.~~

~~(2) After each inspection, certificates of inspection shall be issued for those vehicles which are mechanically fit and meet all standards for ambulance equipment as set out in this article.~~

~~(3) Each owner of an ambulance lacking the mechanical inspection certificate or ambulance equipment required shall be guilty of a violation of this article and shall be punished as herein provided.~~

~~(4) The owner and/or operator of any ambulance whose ambulance has a mechanical defect or lacks ambulance equipment as required by this article shall be given seven (7) days in which to have it corrected. After the expiration of seven (7) days, the name, registration and license number of each ambulance remaining uncertified shall be given to the sheriff's department for enforcement.~~

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 at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the _____ day of _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, August 26, 2024

Item Title:

ORDINANCE: Amending Parish Code - Terrebonne Parish Parade Safety Committee

Item Summary:

Consider the introduction of an ordinance to amend Chapter 19, Article II – Parades of the Terrebonne Parish Code of Ordinances to rename the Mardi Gras Parade Safety Committee to the Terrebonne Parish Parade Safety Committee, to amend the membership of and designate clerical support for said committee, and to provide for related matters and call a public hearing on said matter on Wednesday, September 11, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/21/2024	Executive Summary
Ordinance	8/21/2024	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE: Amending Parish Code - Terrebonne Parish Parade Safety Committee

PROJECT SUMMARY (200 WORDS OR LESS)

Consider the introduction of an ordinance to amend Chapter 19, Article II – Parades of the Terrebonne Parish Code of Ordinances to rename the Mardi Gras Parade Safety Committee to Terrebonne Parish Parade Safety Committee, to amend the membership of and designate clerical support for said committee, and to provide for related matters and call a public hearing on said matter on Wednesday, September 11, 2024, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

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8

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Steve Trosclair

08/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. 96__

AN ORDINANCE TO AMEND CHAPTER 19, ARTICLE II. - PARADES OF THE TERREBONNE PARISH CODE OF ORDINANCES TO RENAME “MARDI GRAS PARADE SAFETY COMMITTEE” TO “TERREBONNE PARISH PARADE SAFETY COMMITTEE”, TO AMEND THE MEMBERSHIP OF AND DESIGNATE CLERICAL SUPPORT FOR SAID COMMITTEE, AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that 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 matters necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

WHEREAS, the Parish Council wishes to amend the Parish Code in order to rename the “Mardi Gras Parade Safety Committee” to the “Terrebonne Parish Parade Safety Committee” in order to include local parade organizations in deliberations regarding parade safety; and

WHEREAS, the Parish Council wishes to amend the membership of the Terrebonne Parish Parade Safety Committee and to designate the Terrebonne Parish Council Clerk’s Office as the Secretary for the Committee to provide clerical support regarding its meetings.

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Chapter 19, Article II. – Parades, Section 19-31 (a) and (e), Section 19-47 (i), Section 19-51 (a), and Section 19-52 (a) be hereby amended as follows (changes in bold and underline):

Sec. 19-31. Terrebonne Parish Parade Safety Committee

- (a) **A Terrebonne Parish Parade Safety Committee is hereby established and shall consist of the following:**
1. **One member of the Parish Council appointed by the Chairman of the Terrebonne Parish Council to serve as the Chairman of the Committee**
 2. **One member of the Parish Administration appointed by the Parish President to serve as the Vice-Chairman of the Committee**
 3. **The Sheriff of Terrebonne Parish or their designee**
 4. **The Houma Police Chief or their designee**
 5. **The Houma Fire Chief or their designee**
 6. **One member representing the membership of each parade organization**
 - a. **The organization representatives shall be selected from the memberships of those organizations enumerated in Section 19-78(c)(1) and shall be selected in a manner set forth by those organizations.**

(No changes for items (b), (c), or (d))

(e) The Terrebonne Parish Council Clerk’s Office shall serve as the Secretary for the Committee and provide clerical support regarding its meetings.

Sec. 19-47. Floats.

(No changes for items (a) through (g))

(i) All floats shall, at the direction of the **Terrebonne Parish** Parade Safety Committee, submit to inspection for the purpose of setting restrictions to the weight of the floats. The purpose of the inspection is not to set "legal" weight limits, but to identify safe and reasonable limits in the interest of public safety. Parade Organizations are responsible for ensuring the safety of their riders and floats. All floats must have clearly posted weight limits in or on the float and may not exceed the maximum weight rating for the float, fully loaded, including passengers. Floats that have not been directed by the **Terrebonne Parish** Parade Safety Committee to submit to inspection are exempt from the posting requirements set forth in this section.

Sec. 19-51. Attire and characterization.

(a) Maskers on floats, in automobiles, on horseback, or in any other vehicle in the parade and all marching club members shall be decently attired, and no sexually indecent dress or characterization shall be allowed. Costumes and masks shall be approved by the **Terrebonne Parish Parade Safety** Committee and shall be worn during the entire parade.

Sec. 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 **Terrebonne Parish** Parade Safety Committee prior to being loaded onto the floats.

SECTION II

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 III

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Character for the 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: J. Amedée, C. K. Champagne, C. Hamner, D. Babin, K. Chauvin, S. Trosclair, B. Pledger, C. Harding, and C. Voisin, Jr.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 11th day of September 2024.

* * * * *

JOHN AMEDÉE, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on September 11, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 12TH DAY OF SEPTEMBER, 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL