
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Ms. Arlanda Williams	Chairwoman
Ms. Christa Duplantis-Prather	Vice-Chairwoman
Mr. John Navy	Member
Mr. Gerald Michel	Member
Mr. Scotty Dryden	Member
Mr. Darrin Guidry	Member
Mr. Al Marmande	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



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

AGENDA

April 24, 2017
5:40 PM

Parish Council Meeting Room

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. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. **RESOLUTION:** Authorizing the Parish President to enter into an agreement with the South Central Louisiana Human Services Authority, 521 Legion Avenue, Houma, Louisiana.
2. **RESOLUTION:** Concurring with recommendation of Parish President to award Bid #17-S/P-13, the surplus sale of Parish owned property located at 6314 West Park Avenue to 2 C Properties.
3. **RESOLUTION:** Authorizing the Parish President to RE-NEW a contractual agreement for professional services between the Terrebonne Parish Consolidated Government ("TPCG") and Richard M. Haydel, M.D. and Scott Haydel, M.D., a Professional Medical Corporation.

4. CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

Flood Mitigation Assistance Program, \$422,326

Bayou Country Sports Sinking-\$204,450

Bayou Chauvin/40 Acre Sewer Relocation, \$30,000

and calling a public hearing on said matter on May 10 at 6:30 pm

5. Adjourn

Category Number:
Item Number:



Monday, April 24, 2017

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, April 24, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, April 24, 2017

Item Title:

Rental Lease with South Cental Louisiana Human Services Authority

Item Summary:

RESOLUTION: Aauthorizing the Parish President to enter into an agreement with the South Central Louisiana Human Services Authority, 521 Legion Avenue, Houma, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/18/2017	Executive Summary
Resolution	4/18/2017	Resolution
Lease	4/18/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rental Lease with South Central Louisiana Human Services Authority

PROJECT SUMMARY (200 WORDS OR LESS)

Rental of usable space from Terrebonne Parish Consolidated Government located at 521 Legion Ave, Houma, LA to be used by South Central Louisiana Services Authority, as an administrative office, with twenty-five (25) parking spaces for four (4) months: May 01, 2017 to August 31, 2017.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To rent office space and parking space to South Central Louisiana Services Authority for four months located at 521 Legion Ave, Houma, LA

TOTAL EXPENDITURE

\$0

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

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO AN AGREEMENT WITH THE SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY, 521 LEGION AVENUE, HOUMA, LOUISIANA.

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

WHEREAS, the Terrebonne Parish Consolidated Government is authorized to provide for the safety and welfare of the citizens of Terrebonne Parish; and

WHEREAS, the South Central Louisiana Human Services Authority operates a mental health clinic and provides other human services, at 521 Legion Avenue, Houma, Louisiana, 70360; and

WHEREAS, in the spirit of cooperation and for the welfare of the citizens of Terrebonne Parish, the Terrebonne Parish Consolidated Government desires to extend the lease on the above property to the South Central Louisiana Human Services Authority substantially in accordance with the draft Lease Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be and he is authorized to execute the extension to the existing Lease Agreement by and between the Terrebonne Parish Consolidated Government and the South Central Louisiana Human Services Authority, for the lease of space at 521 Legion Avenue, Houma, Louisiana, said lease agreement to be substantially in accordance with the draft Lease Agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 20____.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on _____, 20____ and subsequently ratified by the Assembled Council in Regular Session on _____, 20____ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

VENITA CHAUVIN; COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA

PARISH OF TERREBONNE

R.S. 9:2721.1

EXTRACT OF LEASE/OPTION/AMENDMENT

LESSORS COMPANY NAME: Terrebonne Parish Consolidated Government

LESSEES NAME: South Central Louisiana Human Services Authority

LEASE NUMBER: 09-_____

LEASE TERM: Up to Four (4) Months
05-01-2017 through 08-31-2017

LEASE OPTION: N/A

BRIEF DESCRIPTION OF PROPERTY:

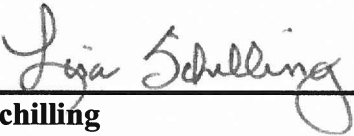
"6502 square feet of usable space located at 521 Legion Ave, Houma, Louisiana, to be used by the South Central Louisiana Human Services Authority, as an administrative office, with twenty-five (25) parking spaces provided."

WITNESS: LESSOR: Terrebonne Parish Consolidated Government

BY: _____
Gordon E. Dove
Parish President

LESSEE: South Central Louisiana Human Services Authority



BY: 
Lisa Schilling
Executive Director

LEASE**STATE OF LOUISIANA****PARISH OF TERREBONNE**

The following contract of lease is made and entered into this **1st day of May 2017**, by and between **Terrebonne Parish Consolidated Government**, hereinafter referred to as "Lessor", and the **State of Louisiana, South Central Louisiana Human Services Authority**, herein represented by the undersigned, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of **up to four (4) months**, commencing **May 1, 2017**, and ending **August 31, 2017**, the following described property:

"6502 square feet of usable space located at 521 Legion Ave, Houma, Louisiana, to be used by the South Central Louisiana Human Services Authority, as an administrative office, with twenty-five (25) parking spaces provided."

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of **Sixteen Thousand Six Hundred One and 76/100 (\$16,601.76) Dollars** in **four (4)** installments of **four-thousand one-hundred fifty and 44/100 (\$4,150.44)** being due and payable on the **1st** day of each month.

3.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

4.

All monthly payments of rent as herein fixed shall be paid by Lessee to: **Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, Louisiana 70361**, until notified in writing differently by Lessor.

5.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirement of R.S.40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR PHYSICALLY HANDICAPPED. Specifically R.S.40:1731-1744.

6.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and

Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

7.

Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

8.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Executive Director that all requirements have been satisfied.

9.

Lessor further agrees to do repaint wall covering of the interior of the leased premises and all hallways and corridors within such premises if the painting and wall covering conditions degrade beyond normal wear and tear.

10.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Executive Director, correct the same and deduct the cost thereof from the rental payments, or Lessee may with approval of the Executive Director, quit and surrender

possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice.

Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Executive Director, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

11.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut as needed during growing season but in intervals of no less than every two (2) weeks. Shrubberies shall be maintained in a neat condition, with pruning as necessary.

Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor. Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises. Lessee shall be responsible for providing written notice to Lessor of the necessity of any repairs or maintenance.

12.

Any water intrusion in the building will require the following action by the Lessor:

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced, within 24 hours of notification of the occurrence from the Lessee and finished to match existing wall within 7 calendar days. Terrebonne Parish Consolidated Government shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

13.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor.

14.

LESSEE shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

15.

Complete janitorial services, including restroom and custodial supplies shall be provided by the **LESSEE**.

LESSOR shall provide pest control services on a monthly basis.

16.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

17.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

18.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

19.

Lessor agrees to carry Fire and Extended Coverage Insurance on the building structure equal to 80% of its value. Lessee agrees to carry commercial general liability insurance of \$1,000,000 combined single limits per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee.

Lessor further agrees to waive any rights or claims, other than for intentional acts, against the Lessee, its agents, or employees for any loss to the premises by fire, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, or damage from aircraft and vehicles.

20.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Lessee's Executive Director. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Executive Director may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

21.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

22.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days' notice.

23.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may terminate the lease or reduce the space provided and the rental due by giving thirty (30) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

24.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

**Mr. Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government
PO Box 2768
Houma, LA 70361
(985) 873-6452**

**Ms. Lisa Schilling, Executive Director
South Central LA Human Services Authority
521 Legion Ave
Houma, LA 70364
(985) 858-2931**

25.

Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease or extract of lease recorded in the office of the parish recorder of the parish where the property herein leased is located.

Before any payments can be made on the lease, the Lessor must provide a certified copy of the recorded lease or extract of lease to the South Central LA Human Services Authority.

26.

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect or Engineer of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be approved by the Department of Environmental Quality, Air Quality Division, prior to submission to the Office of Facility Planning and Control, Real Estate Leasing Section. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A of the functional space indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the space is

occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department or Environmental Quality’s document “Required Elements for LEA and LSPBA Management Plans”. The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Lessee for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Lessee by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

27.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

28.

When requested by the State, Lessor shall execute a Subordination of Lessor’s Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

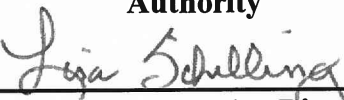
IN WITNESS WHEREOF, the parties hereto have signed their names on the ____ day of _____, 201__, in the presence of the undersigned competent witnesses:

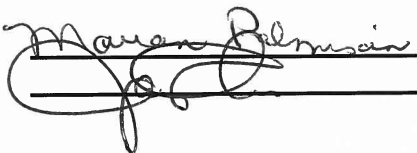
WITNESSES:

LESSOR: Terrebonne Parish Consolidated Government

BY: _____
Gordon Dove, Parish President

LESSEE: South Central Louisiana Human Services Authority

BY:  _____
Lisa Schilling, Executive Director





Monday, April 24, 2017

Item Title:

Award Bid #17-S/P-13 Surplus Sale of Parish Owned Property at 6314 West Park Ave. (Parcel #13045)

Item Summary:

RESOLUTION: Concurring with recommendation of Parish President to award Bid #17-S/P-13, the surplus sale of Parish owned property located at 6314 West Park Avenue to 2 C Properties.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/18/2017	Cover Memo
Resolution-Award	4/18/2017	Cover Memo
Backup	4/18/2017	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid #17-S/P-13 Surplus Sale of Parish Owned Property Located at 6314 West Park Avenue to 2 C Properties.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of 2 C Properties for the Parish owned property located at 6314 West Park Avenue.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

TOTAL EXPENDITURE

\$ 158,655.00 (revenue generated)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☒ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

☒ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 ☒ 3 4 5 6 7 8 9

Signature

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

WHEREAS, on December 22, 2016 the Terrebonne Parish Council adopted Ordinance No. 8806 declaring the following described property owned by Terrebonne Parish Consolidated Government as surplus:

A certain batture lot of land situated in Section 4, T17S-R17E, Parish of Terrebonne, Louisiana, on the left descending bank of Bayou Terrebonne, said lot belonging to Terrebonne Parish Consolidated Government and comprising of 5,401.4 sq. ft. Commencing from a found Louisiana Department of Highway concrete monument, State Project No. 65-04-14; thence along the southeast right-of-way of Westside Blvd. Bridge N 71°08'13" E, a distance of 62.24' to a point located at the intersection with the southwest right-of-way of West Park Avenue; thence along the right-of-way of West Park Avenue N 33°19'25" W, a distance of 93.50' to a set chiseled "X", being the POINT OF BEGINNING.

Thence S 57°11'35" W, a distance of 94.20' to a point located on Bayou Terrebonne; Thence meandering along the bank of Bayou Terrebonne N31°19'46" W, a distance of 25.38' to a point; Thence meandering along said Bayou N29°03'35" W, a distance of 19.16' to a point; Thence meandering along said Bayou N31°15'41" W, a distance of 13.25' to a point; Thence N 56°40'35" E, a distance of 91.41' to a set chiseled "X" located on the southwest right-of-way of West Park Avenue; Thence along said right-of-way S33°19'25" E, a distance of 58.57' to a set chiseled "X", the POINT OF BEGINNING.

All as shown on a plat prepared by Providence Engineering and Design, LLC. under the supervision of Terral J. Martin, Jr., P.L.S. No. 5030, titled: "SURVEY SHOWING WESTSIDE BLVD BRIDGE RIGHT-OF-WAY AND REMAINING PORTION OF 5,401.4 SQ.FT. LOT ON PROPERTY BELONGING TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT"; located in Section 4, T17S-R17E, Terrebonne Parish, Louisiana, dated March 15, 2017.

Westside Blvd. Bridge Right-of-Way

A certain strip of land situated in Section 4, T17S-R17E, Parish of Terrebonne, Louisiana, on the left descending bank of Bayou Terrebonne, belonging to Terrebonne Parish Consolidated Government and comprising of 1,791.9 sq.ft. Commencing from a found Louisiana Department of Highway concrete monument, State Project No. 65-04-14; thence along the southeast right-of-way of Westside Blvd. Bridge N 71°08'13" E, a distance of 62.24' to a point located at the intersection with the southwest right-of-way of West Park Avenue; thence along the right-of-way of West Park Avenue N 33°19'25" W, a distance of 93.50' to a set chiseled "X", being the POINT OF BEGINNING.

Thence S 33°19'25" E, a distance of 18.50' to a set chiseled "X"; Thence S 57°11'35" W, a distance of 99.53' to a point; Thence N 17°12'14" W, a distance of 19.20' to a point; Thence N 57°11'35" E, a distance of 94.20' to a set chiseled "X", the POINT OF BEGINNING.

All as shown on a plat prepared by Providence Engineering and Design, LLC. under the supervision of Terral J. Martin, Jr., P.L.S. No. 5030, titled: "SURVEY SHOWING WESTSIDE BLVD BRIDGE RIGHT-OF-WAY AND REMAINING PORTION OF 5,401.4 SQ.FT. LOT ON PROPERTY BELONGING TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT"; located in Section 4, T17S-R17E, Terrebonne Parish, Louisiana, dated March 15, 2017. (Parcel # 13045) (6314 West Park Avenue), and

WHEREAS, on April 10 2017 bids were received by the Terrebonne Parish Consolidated Government for Bid No. 17-S/P-13 Surplus Sale of Parish Owned Property Located at 6314 West Park Avenue (100%) (Parcel # 13045), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of 2 C Properties in the amount of One Hundred Fifty-One Thousand One Hundred Dollars (\$151,100.00) plus the 5% website transaction fee of Seven Thousand Five Hundred Fifty-Five Dollars (\$7,555.00) for a total of One Hundred Fifty-Eight Thousand Six Hundred Fifty-Five Dollars (\$158,655.00) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance 8806, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid per attached bid documents.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved and the bid of 2 C Properties is accepted as per attached bid documents and pursuant to all the terms and conditions as stated in Ordinance 8806.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2017.

CHAIR

Bid Cover Sheet

Bid Name: 17-S/P-13

Bid(s) Received: 0

Bid Date: 04/10/2017

Bids Opened By: Amanda Porche

[illegible]

Award Bid To: 2 C Properties (Dean Cheramie)

Amount: 151100.00

Purchasing Department Comments:

Award to 2 C Properties (Dean Cheramie), the highest bidder.

Angela Guidry, Reviewer

Date _____

Angela Guidry, Division Head

Date _____

Kandace Mauldin, Department Head

Date _____

Kandace Mauldin Chief Financial Officer

Date _____

Al Levron, Parish Manager

Date _____

Gordon E. Dove, Parish President

Date _____

Angela Guidry, Purchasing Manager

Date _____

Title:	Bid #17-S/P-13 Surplus Sale of Parish Owned Property Located at 6314 West Park Ave (Parcel #13045)
Agency:	Terrebonne Parish Consolidated Government
Start date:	08-Apr-2017 08:00:00 AM
End date:	10-Apr-2017 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
14749	Abstract	149900.0000	10-Apr-2017 08:46:04 AM	Katherine	Suire	Abstract Properties, L.L.C.	kathysuire@att.net	9858792772
14758	Deana	150000.0000	10-Apr-2017 10:57:28 AM	Dean	Cheramie	D&S Marine Service	dcheramie@d-smarine.com	9858553753
14759	Abstract	150100.0000	10-Apr-2017 10:58:00 AM	Katherine	Suire	Abstract Properties, L.L.C.	kathysuire@att.net	9858792772
14760	Deana	150200.0000	10-Apr-2017 10:58:34 AM	Dean	Cheramie	D&S Marine Service	dcheramie@d-smarine.com	9858553753
14761	Abstract	150300.0000	10-Apr-2017 10:58:54 AM	Katherine	Suire	Abstract Properties, L.L.C.	kathysuire@att.net	9858792772
14762	Deana	150500.0000	10-Apr-2017 10:59:33 AM	Dean	Cheramie	D&S Marine Service	dcheramie@d-smarine.com	9858553753
14763	Abstract	150600.0000	10-Apr-2017 10:59:33 AM	Katherine	Suire	Abstract Properties, L.L.C.	kathysuire@att.net	9858792772
14764	Deana	151100.0000	10-Apr-2017 10:59:51 AM	Dean	Cheramie	D&S Marine Service	dcheramie@d-smarine.com	9858553753



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

4/10/17 11:54 am

Dean Cheramie
dcheramie@d-smarine.com

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
17-S/P-13	Surplus Sale of Parish Owned Property at 6314 West Park Ave. (Parcel #13045)	\$151,100.00

Total Purchases..... \$151,100.00
Web Site Transaction Fee (5%)..... \$ 7,555.00
Total Due..... \$158,655.00

20% Surety Deposit of \$30,220.00 is due not later than 48 hours or by 4/12/17 12:00 pm. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 873-6765 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$128,435.00** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$30,220.00
Payment Type: Cashier's Check #148616
Payment Date: 04-11-2017
Received From: Dean Cheramie / C2 Properties
Received By: Sharon Clesca
Items Picked Up: N/A

2C Properties



Monday, April 24, 2017

Item Title:

JJC Medical Contract 2017

Item Summary:

RESOLUTION: Authorizing the Parish President to RE-NEW a contractual agreement for professional services between the Terrebonne Parish Consolidated Government ("TPCG") and Richard M. Haydel, M.D. and Scott Haydel, M.D., a Professional Medical Corporation.

ATTACHMENTS:

Description	Upload Date	Type
JJC Medical Contract 2017	4/19/2017	Backup Material
JJC Medical Contract 2017	4/19/2017	Executive Summary
JJC Medical Contract 2017	4/19/2017	Resolution

**AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
HAYDEL FAMILY PRACTICE
(A PROFESSIONAL MEDICAL CORPORATION)**

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, that on the dates referenced hereinbelow, before the undersigned Notary Publics, duly authorized and commissioned in and for the aforesaid parishes, and in the presence of the undersigned competent witnesses, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by Gordon E. Dove, its Parish President, duly authorized by virtue of the Council Resolution No. _____ attached hereto, (hereinafter referred to as “TPCG” or “Owner”); and

HAYDEL FAMILY PRACTICE (A PROFESSIONAL MEDICAL CORPORATION), a corporation duly organized and existing under the laws of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, Louisiana corporation, authorized to do and doing business, whose present mailing address is 502 Barrow Street, Houma, Louisiana, 70360, represented herein by Richard M. Haydel, M.D., its President, and Scott A. Haydel, M.D., its Vice President, (hereinafter collectively referred to as “Juvenile Justice Physician”)

I. SCOPE OF AGREEMENT

1.1 TPCG wishes Juvenile Justice Physician to provide, and Juvenile Justice Physician agrees to provide, professional consultations, advice and services to TPCG, and to serve as TPCG’s Professional representative for a specific fee, all as more fully set forth hereinbelow.

1.2 Richard M. Haydel, M.D. and Scott A. Haydel, M.D. shall be and are the only physicians authorized to perform services for TPCG under this Agreement.

II. BASIC SERVICES OF JUVENILE JUSTICE PHYSICIAN

2.1 Juvenile Justice Physician shall perform the following professional services:

2.1.1 Health Care Services as specified in Exhibit A of this Agreement, which is attached hereto and made a part hereof.

2.2 Additional professional services related to this Agreement will be performed by Juvenile Justice Physician on request of TPCG for an additional professional fee as the parties may subsequently agree in writing.

III. RESPONSIBILITIES OF TPCG

3.1 TPCG shall provide all criteria and full information as to TPCG's requirements and designate a person with authority to act on the TPCG's behalf on all matters concerning this Agreement;

3.2 TPCG shall furnish to Juvenile Justice Physician all existing studies, reports and other available data and services of others pertinent to this Agreement and obtain additional reports and data as required; and Juvenile Justice Physician shall be entitled to rely upon all such information and services in performing services hereunder.

3.3 TPCG shall provide typist services for all policies, manuals, and various protocols that may be required hereunder.

IV. TERM

4.1 Juvenile Justice Physician shall begin performance of service hereunder on May 1, 2017, and shall continue such service for twelve months thereafter and ending on April 30, 2018.

4.2 Should Juvenile Justice Physician be unable to perform the duties required of him hereunder due to absence or illness, he may designate a licensed and fully qualified medical doctor to perform in his stead. Said designation must be approved by TPCG.

4.2.1 The responsibilities of the physician-designee shall be the same as the Juvenile Justice Physician as outlined in this contract for professional services, and said duties and responsibilities are, and shall be, binding on the physician-designee.

4.2.2 Likewise, the TPCG's responsibilities to the physician-designee shall be as delineated in this contract for professional services. Payment for services rendered and expenses incurred by physician-designee shall be based on the same rate, terms, and conditions that apply to the Juvenile Justice Physician as outlined in the "Payment" section of this Agreement.

4.2.3 The services of the physician-designee may be terminated at any time by TPCG.

V. PAYMENT

5.1 TPCG shall pay Juvenile Justice Physician or physician-designee for services rendered hereunder at the rate of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS per year, payable in monthly installments in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS per month.

5.2 Additionally, Juvenile Justice Physician shall be reimbursed travel expenses for travel directed by TPCG, hereinafter referred to as "Reimbursable Expenses."

5.3 Juvenile Justice Physician shall submit monthly itemized statements of services rendered and reimbursable expenses.

5.4 Should Juvenile Justice Physician fail to perform any item or items included in this Agreement, the monthly payment will be reduced by an amount proportional to the number of items not in compliance. As an example, if 6 of 39 items are not in compliance, the monthly payment will be reduced by 15.3% or \$382.50. Non-compliance shall be based on performance during the period of an invoice.

5.5 TPCG generally employs a medical assistant or nurse to work alongside the Juvenile Justice Physician. However, should Juvenile Justice Physician find it necessary to provide a replacement medical assistant due to the absence or annual leave of the medical

assistant employed by the TPCG, Juvenile Justice Physician shall supply a replacement medical assistant, subject to TPCG's approval, and submit a statement listing charges incurred for the same. Said charges shall be considered reimbursable expenses and prompt payment of same shall be made by the Terrebonne Parish Consolidated Government. Said Charges shall not exceed \$100.00 per day.

VI. INDEMNIFICATION

6.1 TPCG shall defend, indemnify and hold harmless Juvenile Justice Physician should he be named as a defendant in a civil lawsuit or other civil legal proceeding seeking damages due to injuries or death and/or any other type of relief if the lawsuit or other legal proceeding arises out of or in connection with Juvenile Justice Physician's official functions and activities on behalf of the TPCG as Juvenile Justice Physician.

6.2 Except as otherwise indicated herein, this Agreement shall be governed in accordance with Title 15 Section 703 of the Louisiana Revised Statutes.

VII. TERMINATION

7.1. TERMINATION OF THIS AGREEMENT

7.1.1. Either party may exercise any rights available to it under Louisiana law to terminate this agreement for cause in full or in part upon providing written notice to the other party that it has breached the contract and/or failed to comply with the terms and conditions of this Agreement. The terminating party shall give the breaching party an opportunity to cure the defect within thirty (30) days of the written notice, provided that reasonable allowances are made for circumstances beyond the control of the parties.

7.1.2. Either party may exercise any rights available to it under Louisiana law to terminate this agreement without cause in full or in part upon providing sixty (60) days written notice to the other party.

7.1.3. This agreement can be terminated in full or in part upon the written mutual consent of the parties.

7.1.3. In the event of any termination or partial termination, Juvenile Justice Physician will be paid for all services rendered and reimbursable expenses to the date of termination or partial termination.

7.2 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 Agreement, this agreement may be terminated by the TPCG giving notice to Juvenile Justice Physician of such facts and TPCG's intention to terminate its financial obligation.

7.3 SURVIVING TERMS

In the event this Agreement is terminated for any reason, whatsoever, Articles V, VI, IX, X, XII, XIII, XIV, and XVI, and Sections 18.3, 18.8, and 18.9 of Article of this Agreement shall survive termination.

VIII. PHYSICIAN'S LOG

8.1 Juvenile Justice Physician shall maintain a daily written log detailing his time spent performing his services hereunder, including visits to the Juvenile Justice Complex, examination and treatment of prisoners, and other services. This log is to be turned in by Juvenile Justice Physician to the appropriate official of the TPCG each month, along with monthly statements for services rendered.

IX. LITIGATION

9.1 The Juvenile Justice Physician acknowledges and has been informed by TPCG that individuals, including inmates, prior inmates, and those who are temporarily placed in the custody of the Terrebonne Parish Juvenile Justice Complex, have in the past filed and may in the future file lawsuits in state or federal court against the Juvenile Justice Physician, medical staff, the warden, the correctional officers and anyone associated with the Terrebonne Parish Juvenile Justice Complex.

9.2 The Juvenile Justice Physician acknowledges that these lawsuits may be served on the Juvenile Justice Physician or the medical staff by various means including service by a U.S. Marshall, Sheriff, or Deputy, private process service, or through the United States Mail. Upon receipt of any lawsuit or document that appears to be a lawsuit or written complaint, the Juvenile Justice Physician and the medical staff agree to immediately contact and forward any documents received to TPCG and its Parish Attorney.

9.3 Juvenile Justice Physician acknowledges that claims and lawsuits are time sensitive, and liability may be cast against parties in the absence of timely responses. Notwithstanding any indemnity obligations owed by TPCG hereunder, TPCG's indemnification and defense obligations shall not extend to the actions or omissions of the Juvenile Justice Physician hereunder if Juvenile Justice Physician fails to provide TPCG with timely notice of lawsuits and/or claims, and same results in default judgments or other final judgments against TPCG or Juvenile Justice Physician.

X. ENTIRE AGREEMENT/AMENDMENT

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

10.2 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 and Exhibit A 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.

XI. COMPLIANCE WITH LAWS

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

XII. SEVERABILITY

12.1 If any term, covenant, condition, or provision of this 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 Agreement shall be valid and be enforced to the fullest extent permitted by law

XIII. FINANCIAL DISCLOSURE

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

XIV. AUDIT CLAUSE

14.1 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 Juvenile Justice Physician which relate to this Agreement, upon request.

XV. NON-COLLUSION AFFIDAVIT

15.1 In accordance with La. R.S. 38:2224, Juvenile Justice Physician declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibits B and C, and incorporated and made a part of this Contract.

XVI. DEFAULT

16.1 In the event of default by either party, the aggrieved party shall have, in addition to any remedies specifically provided for this Agreement, all rights granted by the general laws of the State of Louisiana.

16.2 If either party defaults on this Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party.

XVII. NOTICES

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

17.1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Attn: Gordon Dove, Sr., Parish President
8026 Main Street
Houma, LA 70360

17.1.2 **HAYDEL FAMILY PRACTICE, (A Professional Medical Corporation)**

Attn: Richard M. Haydel, M.D. and Scott A. Haydel, M.D.
502 Barrow Street
Houma, LA 70360

XVIII. OTHER TERMS AND CONDITIONS

18.1 FORCE MAJEURE

The performance of this 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.

18.2 NO WAIVER

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

18.3 NON-ASSIGNMENT

Juvenile Justice Physician shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the TPCG. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

18.4 RELATIONSHIP BETWEEN THE PARTIES

Juvenile Justice Physician is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Juvenile Justice Physician and the TPCG shall be, and only be, that of an independent contractor and the Juvenile Justice Physician shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG. TPCG and Juvenile Justice Physician, and their respective partners, successors, executors, administrators, agents, assigns and legal representatives of each are bound by this Agreement to the other party in respect of all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any right or benefit hereunder to anyone other than TPCG and Juvenile Justice Physician.

18.5 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

TPCG and Juvenile Justice Physician expressly agree that Juvenile Justice Physician is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Juvenile Justice Physician or to anyone employed by Juvenile Justice Physician for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

18.6 ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

TPCG and Juvenile Justice Physician expressly declare and acknowledge that Juvenile Justice Physician is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in La. 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:

18.6.1 Juvenile Justice Physician has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;

18.6.2 The services to be rendered by Juvenile Justice Physician are outside the normal course and scope of TPCG's usual business; and

18.6.3 Juvenile Justice Physician is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Juvenile Justice Physician nor anyone employed or contracted by Juvenile Justice Physician shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.

18.7 EMPLOYMENT OF TPCG PERSONNEL

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

18.8 GOVERNING LAW

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

18.9 CLAIMS OR CONTROVERSIES

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.

18.10 CODE OF ETHICS

Juvenile Justice Physician 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 Juvenile Justice Physician in the performance of services called for in the Agreement. Juvenile Justice Physician agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

18.11 COVENANT AGAINST CONTINGENT FEES

Juvenile Justice Physician warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Juvenile Justice Physician, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Juvenile Justice Physician any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG’s discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18.12 AUTHORITY OF SIGNORS

Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Agreement on its behalf and a copy evidencing such authority is attached hereto at execution.

XIX. SIGNATURES OF THE PARTIES

19.1 THUS DONE AND SIGNED on this ____ day of _____, 2017, 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:

OWNER:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY:

Printed:_____

**GORDON E. DOVE
PARISH PRESIDENT**

Printed:_____

NOTARY PUBLIC

19.2 THUS DONE AND SIGNED on this ____ day of _____, 2017, 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:

JUVENILE JAIL PHYSICIAN:

**HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)**

Printed:_____

BY: _____
**RICHARD M. HAYDEL, M.D.
PRESIDENT**

Printed:_____

BY: _____
**SCOTT A. HAYDEL, M.D.
VICE-PRESIDENT**

**ERICH VHAN ELLENDER, JR.
NOTARY PUBLIC
Louisiana Bar Roll No. 36445
Parish of Terrebonne, State of Louisiana
My Commission Expires Upon Death**

EXHIBIT A

SCOPE OF HEALTH CARE SERVICES FOR TERREBONNE PARISH JUVENILE JUSTICE COMPLEX

The following scope of work is intended to outline professional medical services to be rendered for the Terrebonne Parish Juvenile Justice Complex (“TPJJC”). It is the intention of this Scope of Services that trained personnel shall be provided by the Parish to function as described below.

1. The physician will update Chapter 12 Health Services Policy and Procedures consistent with the Terrebonne Parish Juvenile Justice Policy and Procedures Manual format whenever indicated.
2. The physician will review and modify Policy Procedures statements at least annually consistent with the Terrebonne Parish Policy and Procedures Manual and modify statements as necessary to be consistent with the operation.
3. The physician will meet with the Director of the Juvenile Justice Complex at least quarterly and submit quarterly and annual reports on health care delivery in a format agreed to by the Parish.
4. The physician will determine health care personnel requirements and make recommendations to the TPCG as part of the budget process.
5. The physician will operate the health care program consistent with the laws of the State of Louisiana, Consent Decrees, Louisiana Jail Standards, Health Services in Jails developed by the American Medical Association, and Department of Children and Family Services Standards, developed by the Louisiana Juvenile Detention Association.
6. The physician will provide input into the Juvenile Justice Complex’s medical budgets including space, equipment, supplies and materials.
7. The physician will provide training to shift medical officers by:
 - a. Insuring they read and know all medical policy and procedures.
 - b. Having them observe setting up and distribution of all medications.
8. The physician will work with the training coordinator of the Juvenile Justice Complex to ensure that the medical training program provides the proper type of training in an adequate number of hours. Medical related curriculum should include training in:
 - a. Recognition of signs and symptoms of mental illness, retardation emotional disturbance, and chemical dependency.
 - b. First-aid course.
 - c. Cardiopulmonary Resuscitation (CPR).
 - d. Response to emergency situations.
9. Juvenile resident health complaints will be collected daily and evaluated the same day by a nurse under the supervision of the Juvenile Justice Physician.
10. The physician will conduct sick call in the Juvenile Justice Complex and/or facility(ies) whenever necessary at the request of the medical assistant (nurse).
11. The physician will review all treatment plans established by the medical assistant (nurse).

12. The physician or an approved substitute physician will be available for consultation twenty-four (24) hours a day, every day of the week.
13. Professional medical staff (physician or medical assistant), will be in the Terrebonne Parish Juvenile Justice Complex five (5) days per week, and available for call in the Juvenile Justice Complex.
14. Medical Assistant Coverage will be at least forty (40) hours a week.
15. All juvenile residents will be given a physical examination on or before their third day of incarceration. The exam will include tests for tuberculosis, syphilis and pregnancy when warranted.
16. All juvenile residents incarcerated for one (1) year will be given another physical examination on the one (1) year anniversary of their confinement.
17. The physician shall establish and implement as needed, medical programs for:
 - a. Medical housing assignment
 - b. Chemically dependent inmates
 - c. Detoxification
 - d. Pregnant inmates
 - e. Prosthesis
 - f. Chronic care
 - g. Convalescent care
 - h. Delousing
18. The physician in conjunction with the Director of the Juvenile Justice Complex shall establish the content and location of first aid kits within fifteen (15) days of contract award. The nurse will check the kits periodically and replace extended items.
19. The physician will establish protocol for staff response to medical emergencies within thirty (30) days of contract award. This protocol will be reviewed and modified as need at least annually.
20. The physician will investigate the death of a juvenile resident. He will also notify the Coroner in the event of such an incident.
21. The physician will assist the TPCG in the development of a program for dental services.
22. The medical staff will conduct a dental screening within fourteen (14) days of admission when warranted.
23. Hygiene instruction will be provided to juvenile residents within fourteen (14) days of admission. This will include the proper use of a toothbrush and dental floss and preventative measures that an juvenile resident can take against dental disease.
24. The medical staff will determine which juvenile residents see the dentist and determine the level of dental service to be provided within the scope of allowable service (temporary filling, extraction, pain reduction, restoring teeth damaged while incarcerated in the Terrebonne Parish Juvenile Justice Complex).
25. The physician will establish a mental health program with the Terrebonne Parish Mental Health Clinic consistent with the needs of the juvenile resident population. Every effort will be made to provide this service in the Juvenile Justice Complex and facility(ies). The program will be developed within seventy-five days of contract award.

26. The physician will screen juvenile residents' requests for psychiatric services and will determine if each request is to be granted. The physician will make referrals to the appropriate mental health agency and be consulted in the development of the treatment plan.
27. The physician will establish and maintain medical records consistent with the Louisiana State laws, the Consent Decrees and good medical practices.
28. A system will be established and implemented to obtain juvenile resident consent for treatment.
29. The physician and/or medical assistant will visit juvenile residents in disciplinary detention at least daily.
30. The medical staff will assist custody staff by conducting searches of artificial devices and cast and body cavity searches when requested to do so by a Juvenile Justice Supervisor.
31. The medical staff will provide input into juvenile resident classifications when requested to do so or they have information that would benefit the juvenile resident and staff by a particular classification.
32. The medical staff will assist the food service staff in developing special therapeutic menus when requested.
33. The medical staff will provide health screening for all food service workers including juvenile residents and determine their medical eligibility to work in the food service area.
34. The physician will advise Juvenile Justice Complex staff on proper cleaning or disposal of contaminated clothing and bedding and cleaning of contaminated areas.
35. The physician and medical staff will adhere to the Terrebonne Parish Policy and Procedures.
36. The physician is the Juvenile Justice Complex health authority and will establish written protocol for working with all other Juvenile Justice Complex health service providers. This will be done within seventy-five (75) days of contract award.
37. When requested, the medical staff will provide input into the design of the medical area for the new Juvenile Justice Complex.
38. All medical supplies, medications, dressings or other expendable items shall be furnished by the Director of the Terrebonne Parish Juvenile Justice Complex in a manner consistent with standard procurement procedures.
- 39.** The medical staff/medical assistant/nurse will be employed by the Terrebonne Parish Consolidated Government, but will be supervised by the Juvenile Justice Physician in all medical matters.

EXHIBIT B

NON-COLLUSION AFFIDAVIT

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:

RICHARD M. HAYDEL, M.D.

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

1. Affiant declares that he is a duly authorized President of Haydel Family Practice (A Professional Medical Corporation), the party who is entering into an agreement with Terrebonne Parish Consolidated Government to provide professional medical services of the Terrebonne Parish Juvenile Justice Complex;
2. Affiant declares that the 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 price of affiant or of any other party, or to fix any overhead, profit, or cost element of said 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.

AFFIANT:

HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)

By: _____
RICHARD M. HAYDEL, M.D.
President

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____DAY OF _____, 2017.

ERICH VHAN ELLENDER, JR.
NOTARY PUBLIC
Louisiana Bar Roll No. 36445
Parish of Terrebonne, State of Louisiana
My Commission Expires Upon Death

EXHIBIT C

NON-COLLUSION AFFIDAVIT

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:

SCOTT A. HAYDEL, M.D.

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

1. Affiant declares that he is a duly authorized Vice-President of Haydel Family Practice (A Professional Medical Corporation), the party who is entering into an agreement with Terrebonne Parish Consolidated Government to provide professional medical services of the Terrebonne Parish Juvenile Justice Complex;
2. Affiant declares that the 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 price of affiant or of any other party, or to fix any overhead, profit, or cost element of said 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.

AFFIANT:

HAYDEL FAMILY PRACTICE
(A Professional Medical Corporation)

By: _____
SCOTT A. HAYDEL, M.D.
Vice-President

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS ____DAY OF _____, 2017.

ERICH VHAN ELLENDER, JR.
NOTARY PUBLIC
Louisiana Bar Roll No. 36445
Parish of Terrebonne, State of Louisiana
My Commission Expires Upon Death



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
2017 Medical Services Contract between the Terrebonne Parish Juvenile Justice Complex and the Haydel Clinic, a Medical Corporation.

PROJECT SUMMARY (200 WORDS OR LESS)
This proposal would renew of an existing contract between the Terrebonne Parish Juvenile Justice Complex and the Haydel Clinic, a Medical Corporation to provide medical services for the juveniles housed at the facility.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this contract is to provide medical care for the juveniles housed in the detention complex. The Haydel clinic has provided this care since the inception of the building in 1998. They provide onsite, off site, and 24 hour call on an as needed basis for our residents.

TOTAL EXPENDITURE				
\$30,000.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
(ACTUAL)			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:	\$30,000.00

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

____Joseph Harris_____

Signature

____4-18-2017_____

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO RE-NEW A CONTRACTUAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG") AND RICHARD M. HAYDEL, M.D. AND SCOTT HAYDEL, M.D., A PROFESSIONAL MEDICAL CORPORATION.

WHEREAS, the Terrebonne Parish Consolidated Government and Richard M. Haydel, M.D. and Scott Haydel, M.D., a Professional Medical Corporation, desire to continue the contractual agreement entered on May 1, 2017 for services rendered to the Terrebonne Juvenile Justice Complex as facility(s) physicians, and expiring on April 30, 2018, and

WHEREAS, Terrebonne Parish Consolidated Government desires to renew and extend the said contract on an annual basis.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon Dove, is hereby authorized to sign and to execute all documents necessary to renew a viable agreement for professional services between TPCG and Richard M. Haydel, M.D. and Scott Haydel, M.D., a Professional Medical Corporation.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the day of April, 2017.

* * * * *

I, Venita H. Chauvin, 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 Budget and Finance Committee on April__ , 2017 and subsequently ratified by the Assembled Council in Regular Session on April__ , 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS TH
DAY OF APRIL, 2017.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, April 24, 2017

Item Title:

2017 Various Items for Budget Amendment

Item Summary:

CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

Flood Mitigation Assistance Program, \$422,326

Bayou Country Sports Sinking-\$204,450

Bayou Chauvin/40 Acre Sewer Relocation, \$30,000

and calling a public hearing on said matter on May 10 at 6:30 pm

ATTACHMENTS:

Description	Upload Date	Type
2017 Various Items for Budget Amendment	4/20/2017	Executive Summary
2017 Various Items for Budget Amendment	4/20/2017	Budget Amendment
2017 Various Items for Budget Amendment	4/20/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
I. Flood Mitigation Assistance Program, \$422,326
II. Bayou Country Sports Sinking-\$204,450
III. Bayou Chauvin/40 Acre Sewer Relocation, \$30,000

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

_____/s/ Kayla Dupre_____

Signature

____April 20, 2017_____

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Flood Mitigation Assistance Program, \$422,326
- II. Bayou Country Sports Sinking-\$204,450
- III. Bayou Chauvin/40 Acre Sewer Relocation, \$30,000

SECTION I

WHEREAS, the Terrebonne Parish Consolidated Government applied for funding allocated as a result of the yearly Flood Mitigation Assistance (FMA) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated October 11, 2016, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate repetitive loss structures, elevate repetitive loss structures and reconstruct structures was approved by FEMA September 19, 2016, and

WHEREAS, the approved funding under FMA-PJ-06-LA-2016-011 for the elevation of approximately two (2) flood damaged structures in the Parish is as follows:

Federal Share (90%)	\$ 380,093
Nonfederal Share (10%)	\$ 42,233
TOTAL PROJECT AWARD:	\$ 422,326, and

WHEREAS, the structure owners have committed to provide the nonfederal share, and

WHEREAS, the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Flood Mitigation Assistance Program, and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget be amended for the Flood Mitigation Assistance Program. (Attachment A)

SECTION II

WHEREAS, the Bayou Sports Sinking Fund is recognized in the same fund as the Myrtle Grove Sewer assessment, and

WHEREAS, the Finance Department will transfer the activity of the Bayou Sports Sinking Fund to a different fund so that the activity for these two functions can be accounted for separately, and

WHEREAS, the total budget of the Bayou Sports Sinking Fund for 2017 is \$204,450.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget and the 5 Year Capital Outlay be amended to recognize the transferring of the Bayou Sports Sinking Fund to a separate fund. (Attachment B)

SECTION III

WHEREAS, funding is needed for the Bayou Chauvin/40 Acre Sewer Relocation Project, and

WHEREAS, the funding source is from the Woodlawn Sewer Project in the Parishwide Sewerage Construction Fund for \$30,000.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Bayou Chauvin/40 Acre Sewer Relocation Project. (Attachment C)

Prepared By: Finance Department
PC File: 2017-Various Items - H
Date Prepared: 4/18/17 BA #13

ATTACHMENT A - Flood Mitigation Asst. Program

	2017		
	Adopted	Change	Amended
Fed FMA-PJ-LA-2016-11	-	(380,093)	(380,093)
Citizen Part FMA LA2016-011	-	(42,233)	(42,233)
FMA-PJ-LA-2016-11	-	422,326	422,326

ATTACHMENT B - Bayou Sports Sinking

	2017		
	Adopted	Change	Amended
Transfer from Recr Dist 2/3	(203,700)	203,700	-
Agent Fees	750	(750)	-
Principal Bonds	115,000	(115,000)	-
Interest Bonds	88,700	(88,700)	-
Transfer to B Country Sports Sink	-	53,352	53,352
Fund Balance (decrease)	N/A	(52,602)	N/A
Transfer from Bayou Country Sports Park	-	(203,700)	(203,700)
Agent Fees	-	750	750
Principal Bonds	-	115,000	115,000
Interest Bonds	-	88,700	88,700
Transfer from Myrtle Grove	-	(53,352)	(53,352)
Fund Balance (increase)	N/A	52,602	N/A
Transfer to Myrtle Grove	203,700	(203,700)	-
Transfer to B Country Sports Sink	-	203,700	203,700

ATTACHMENT C - Bayou Chauvin/40 Acre Sewer Relocation

	2017		
	Adopted	Change	Amended
Woodlawn Sewer	61,538	(30,000)	31,538
Bayou Chauvin/40 Acre Sew Relocation	301,592	30,000	331,592

Section I

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MAR - 6 2017
TPCG FINANCE DEPT.

A Federally Funded Agreement

Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Terrebonne Parish Consolidated Government

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Grantee"), and Terrebonne Parish ("Sub-Grantee").

2.1 Applicable Laws, Regulations and Policies
2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq.
31 U.S.C. § 1352

Title 2 Code of Federal Regulations § 200
Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206
OMB Circular A-102 (Standard Form 424B)
OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)
Louisiana Uniform Construction Code, La. R.S. 40:1721-39
Louisiana Public Bid Law, La. R.S. 38:2211 et seq.
Louisiana Procurement Code, La. R.S. 39:1551 et seq.
Louisiana Hazard Mitigation Strategy (4 volumes)

33-671-833-11 90% 380,093.00
33-000-138-11 10% 42,233.00
33-000-138-11 100% 422,326.00

3.1 Concept of Agreement

3.2 In order to complete the SRL Elevation Project, the Grantor has provided funds to Sub-Grantee through Grantee's FMA Grant Program. Sub-Grantee shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2016-011, EMT-2016-FM-E005)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Grantee, and Sub-Grantee are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200 and

44 C.F.R. §13.

3.4.3 Sub-Grantee shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Grantee shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Grantee shall cooperate at all times with Grantee, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Grantee agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Grantee to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2016-011, EMT-2016-FM-E005, Sub-Grantee shall perform the following tasks within the approved timeframes:

4.2.1 Complete the SRL Elevation Project

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$ 422,326.00
5.2.2 Total Project Cost	\$ 422,326.00

5.3 Funding Sources

5.3.1 Federal share (90%)	\$ 380,093.00
5.3.2 Non-Federal share (10%)	\$ 42,233.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Grantee and Sub-Grantee, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Grantee, and Sub-Grantee are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Grantee hereby agrees to hold Grantee harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Grantee.

7.1 Legal Authorization

Sub-Grantee hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Grantee's contract manager for this agreement is:

NON FED

Casey Tingle
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Grantee is:

Honorable Gordon E. Dove
Parish President
Terrebonne Parish Consolidated Government
8026 Main Street
Houma, Louisiana 70360

8.4 If the mailing address of Grantee or Sub-Grantee changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Grantee and Sub-Grantee have executed this agreement.

BY: 
James B. Waskom
Director

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: 12/5/16

BY: 
Honorable Gordon E. Dove
Parish President
TERREBONNE PARISH

DATE: November 23, 2016

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

September 19, 2016

Jeffrey Giering
State Hazard Mitigation Officer
Governor's Office of Homeland Security and Emergency Preparedness
7676 Independence Blvd
Baton Rouge, LA 70806-6404

Reference Award: EMT-2016-FM- E005 (0)

Dear Mr. Giering:

Enclosed is an executed copy of FEMA Form 76-10A reflecting award number EMT-2016-FM-E005 (0). Your PARS Grant Payment Account will be adjusted accordingly.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please contact Trey Rozelle at 940-898-5412.

Sincerely,


GREGORY G MANNING

Gregory Manning
Assistance Officer

Cc: Trey Rozelle, Program Analyst, Mitigation Division.

Attachment: National Historic Preservation Act Condition Statement

RECEIVED

APR 10 2017

TPCG FINANCE DEPT.

W:\AS KUTL 200

New NHP Project:

Attachment

National Historic Preservation Act Condition Statement

Subgrant Number	Description	Condition	EMT-2016-FM-E005
FMA-PJ-06-LA-2016-005 FMA-PL-06-LA-2016-008 FMA-PJ-06-LA-2016-011	National Historic Preservation Act (NHPA)	In the event that archeological deposits (soils, features, artifacts, other remnants of human activity) are uncovered during the project the applicant shall stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. The applicant will inform Office of Emergency Management (OEM) immediately at (405) 521-2481 and OAS at (405) 325-7211. will secure all archeological findings and restrict access to the area. OEM shall notify FEMA and FEMA will consult with THPO or Tribal representatives. Work in sensitive areas cannot resume until consultations are completed or until an archeologist who meets Secretary of the Interior (SOI) Professional Qualifications determines the extent of the discovery. Work may not resume at or around the delineated archeological deposit until the applicant is notified by OEM. In the event that an unmarked grave, indications of burial or human remains are present, compliance with the Oklahoma Burial Law (Title 21.1168.4) is required. The applicant will immediately stop all work, secure all the findings, restrict access to the area, and call local law enforcement officials and OEM. OEM shall notify FEMA and FEMA will consult with law enforcement officials and SHPO or THPO or Tribal representatives, if the remains are Native American. Work cannot resume at or near the site until the Applicant is notified by OEM.	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)		Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, state, and federal regulations. If contaminated materials are discovered during construction activities, the work will cease until the appropriate procedures and permits are implemented.	
NEPA Determination		The grantee and sub grantee will follow applicable mitigation measures as identified in Section 7 of the PEA to the maximum extent possible.	

FY 2016
FLOOD MITIGATION ASSISTANCE PROGRAM
GRANT AGREEMENT ARTICLES

FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT ARTICLES
CFDA# 97.029

RECIPIENT: Louisiana Governor's Office of Homeland Security and Emergency Preparedness

AGREEMENT NUMBER: EMT-2016-FM-E005

AMENDMENT NUMBER: A-0

DESIGNATED AGENCY: Federal Emergency Management Agency

PERFORMANCE PERIOD: March 15, 2016 through August 30, 2019

GENERAL INFORMATION:

The **Flood Mitigation Assistance (FMA)** grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal or Territory government, hereinafter referred to as "the Recipient," through its designated agency named above, funds in the amount specified on the obligating document, to support the **Flood Mitigation Assistance** Grant Program, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and by the Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141.

The Recipient agrees to abide by the Grant Agreement terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be **March 15, 2016 through August 30, 2019**. All costs must be incurred during the period of performance, including approved pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **FLOOD MITIGATION ASSISTANCE project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award is shown in the Cost Review Section of the grant application.

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subawards and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS) and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST-SHARE

The cost-share requirement for this award is a combination of subparagraph b and c below.

The cost-share for FMA is directed by the Biggert-Waters Flood Insurance Reform Act of 2012:

- a. The FMA program offers up to 100% Federal cost-share funding for properties that are designated as Severe Repetitive Loss (these properties must be identified as validated on FEMA's FMA Severe Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future repetitive loss properties.
- b. The FMA program offers up to 90% Federal cost-share funding for properties that are designated as Repetitive Loss (these properties must be identified on FEMA's FMA Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating

11/5/25

existing and future repetitive loss properties.

- c. The FMA program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Program Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Program Officer is: Trey Rozelle, 940-989-5216 or at trey.rozelle@fema.dhs.gov

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: Greg Manning, 940-383-7209 or at gregory.manning@fema.dhs.gov

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR PART 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant will be in accordance with the

Hazard Mitigation Assistance Unified Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final Federal Financial Report closing out the grant is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential

archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, which provides for enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's Subaward Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:

The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

TERMINATION:

The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Article VII.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as

amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c, – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular”

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170. Reporting Subawards and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)



The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 2002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 5101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101-12213).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 24 C.F.R. Part 21 and 41 C.F.R. Part 7.

Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e. the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are

The Department of Homeland Security Standard Terms and Conditions

allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 28 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40113) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited-and-additional-resources-on-http://www.lep.gov>.

The Department of Homeland Security Solicitor General and Counselors

Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 260 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 8002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 105(g) of the *Trafficking Victims Protection Act of 2000* (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT											
1. AGREEMENT NO. EMT-2016-FM-E005		2. AMENDMENT NO. 0		3. RECIPIENT NO. 72-6000774		4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT		5. CONTROL NO. T502989N			
6. RECIPIENT NAME AND ADDRESS Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) 1500 Main Street Baton Rouge, LA 70802-0000					7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VI Federal Regional Center 800 N Loop 288 Denon, TX 76209					8. PAYMENT OFFICE AND ADDRESS	
9. NAME OF RECIPIENT PROJECT OFFICER Jeffrey Giering				PHONE NO. 225-267-2516		10. NAME OF FEMA PROJECT OFFICER TREY ROZELLE					
11. EFFECTIVE DATE OF THIS ACTION 09/18/2016				<input checked="" type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input type="checkbox"/> OTHER		12. METHOD OF PAYMENT <input checked="" type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER					
13. ASSISANCE ARRANGEMENT				14. PERFORMANCE PERIOD From: 03/15/2016 To: 08/30/2019		15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes) b. To describe changes other than funding data or financial changes, attach schedule and check here					
PROGRAM NAME ACCS CODE XXXX-XXX-XXXX-XXXX-XXXX-X		CFDA NO. 87.029		2016-05-J117-R062-4101-D		PRIOR TOTAL AWARD \$0.00		AMOUNT AWARDED THIS ACTION \$2,825,416.48		CURRENT TOTAL AWARD \$2,825,416.48	
CUMULATIVE NON-FEDERAL COMMITMENT \$491,287.37										TOTALS \$0.00	
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) 16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.											
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) <i>[Signature]</i> Deputy Director, Disaster Recovery Division											
18. FEMA SIGNATORY OFFICIAL (Name and Title) MICHAEL BROWN - Regional Director											
DATE 09/20/2016											

FEDERAL EMERGENCY MANAGEMENT AGENCY

Obligation Number: EMT-2016-FM-E005 (0)

Recipient:	Governor's Office of Home
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Flood Mitigation Assistance Program

Award of funds is based on the application for

Purpose: To award funds as listed below.

and the following conditions:

Execution of the FF 76-10a is agreement that the program will be performed in accor

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

RESOLUTION NO. 16-537

AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENTS BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE FLOOD MITIGATION ASSISTANCE ELEVATION PROGRAM AWARDED.

WHEREAS, the Terrebonne Parish Consolidated Government applied for funding allocated as a result of the yearly Flood Mitigation Assistance (FMA) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated October 11, 2016, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate repetitive loss structures, elevate repetitive loss structures and reconstruct structures was approved by FEMA September 19, 2016; and

WHEREAS, the approved funding under FMA-PJ-06-LA-2016-011 for the elevation of approximately two (2) flood damaged structures in the Parish is as follows:

Federal Share (⁹⁰ 100 %)	\$ 380,093
Nonfederal Share (¹⁰ 0 %)	\$ 42,233
TOTAL PROJECT AWARD:	\$ 422,326; and

WHEREAS, the structure owners have committed to provide the nonfederal share; and

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Flood Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the FMA RL Program.

THERE WAS RECORDED:

YEAS: G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, and A. Williams.
NAYS: None.
ABSTAINING: None.
ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 1st day of November 2016.

* * * * *

I, VENITA H. CHAUVIN, 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 Community Development & Planning Committee on November 1, 2016 and subsequently ratified by the Assembled Council in Regular Session on November 2, 2016 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 3RD DAY OF NOVEMBER 2016.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

ACCT: 223-000-6318-11

MARCH 31, 2017 - MONTH LAST CLOSED

FMA FLOOD MITIGATION

NO DEPARTMENT NAME

FED FMA LA2016-011-90%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 223-000-6375-11
FMA FLOOD MITIGATION
NO DEPARTMENT NAME
CITIZEN PART FMALA-2016-11/10%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL
CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

to Fd 41b

2017 RECAP OF BUDGET BY FUND - 485 B COUNTRY SPRTS SINKING

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12/08/16 13:05:51
REPORT: GU142L

DESCRIPTION	2015 ACTUAL	2016 ORIGINAL BUDGET	2016 LAST ADOPTED BUDGET	2016 ACTUAL YR TO DATE	2016 ESTIMATED REMAIN YEAR	2016 PROJECTED ACTUAL YEAR END	2016 % CHANGE LAST ADOPTED VS PROJ ACT	2017 PROPOSAL #1	2017 ADOPTED	2017 % CHANGE PROJ ACTUAL VS ADOP BUD
REVENUES										
TOTAL REVENUES	0	0	0	0	0	0	0	0	0	0
EXPENDITURES										
PARKS & GROUNDS	203,900	201,700	201,700	156,775	44,925	201,700	0	204,450	204,450	1
TOTAL EXPENDITURES	203,900	201,700	201,700	156,775	44,925	201,700	0	204,450	204,450	1
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	203,900-	201,700-	201,700-	156,775-	44,925-	201,700-	0	204,450-	204,450-	1
OTHER FINANCING SOURCES (USES)										
OPERATING TRANSFER IN	202,264	203,450	203,450	118,096	85,354	203,450	0	203,700	203,700	0
OPERATING TRANSFER OUT	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES (USES)	202,264	203,450	203,450	118,096	85,354	203,450	0	203,700	203,700	0
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	1,636-	1,750	1,750	38,679-	40,429	1,750	0	750-	750-	143-
FUND BALANCE										
BEGINNING OF YEAR	55,167	53,531	53,531	53,531	14,852	53,531	0	55,281	55,281	0
END OF YEAR	53,531	55,281	55,281	14,852	55,281	55,281	0	54,531	54,531	0

section II

DESCRIPTION	2015 ACTUAL	2016 ORIGINAL BUDGET	2016 LAST ADOPTED BUDGET	2016 ACTUAL YR TO DATE	2016 ESTIMATED REMAIN YEAR	2016 PROJECTED ACTUAL YEAR END	2017 % CHANGE LAST ADOPTED VS PROJ ACT	2017 PROPOSAL #1	2017 ADOPTED	2017 % CHANGE PROJ ACTUAL VS ADOP BUD
DEBT SERVICE										
8811-01 AGENT FEES	750	750	750	750	0	750	0	750	750	0
8813-01 PRINCIPAL BONDS	110,000	110,000	110,000	110,000	0	110,000	0	115,000	115,000	5
8814-01 INTEREST BONDS	93,150	90,950	90,950	46,025	44,925	90,950	0	88,700	88,700	2-
TOTAL DEBT SERVICE	203,900	201,700	201,700	156,775	44,925	201,700	0	204,450	204,450	1
DEPARTMENT GRAND TOTAL	203,900	201,700	201,700	156,775	44,925	201,700	0	204,450	204,450	1

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 485-000-7102-85

MYRTLE GROVE SEW ASSMT
NO DEPARTMENT NAME
RECREATION DIST 2/3

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	203,450	203,449.98-	0	0
2017	203,700	.00	0	203,700-
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	101,208	101,208.66-	N/A	1
2015	202,234	202,264.27-	N/A	30

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 485-501-8811-01
MYRTLE GROVE SEW ASSMT
PARKS & GROUNDS
AGENT FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	750	750.00	0	0
2017	750	.00	0	750
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	750.00	N/A	750-
2015	750	750.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 485-501-8813-01

MYRTLE GROVE SEW ASSMT

PARKS & GROUNDS

PRINCIPAL BONDS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	110,000	110,000.00	0	0
2017	115,000	.00	0	115,000
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	110,000	110,000.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 =

INPUT

SCR

CF04 = DSP

DETAIL

CF06 = DSP

ENCUMBRANCE

CF08 =

PRT

DETAIL

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 485-501-8814-01
MYRTLE GROVE SEW ASSMT
PARKS & GROUNDS
INTEREST BONDS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	90,950	90,950.00	0	0
2017	88,700	.00	0	88,700
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	45,292	45,292.36	N/A	0
2015	92,417	93,150.00	N/A	733-

ENTER = CONTINUE CF04 = DSP DETAIL CF08 = PRT DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE

ACCT: 485-999-9104-16

MARCH 31, 2017 - MONTH LAST CLOSED

MYRTLE GROVE SEW ASSMT

OPERATING TRANSFERS

B COUNTRY SPORTS SINK

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	52,601.80	0	52,602--
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
ENTER = CONTINUE			ACCOUNT EXCEEDS BUDGET AMOUNT	
CF01 = EXIT	CF02 = INPUT	SCR	CF04 = DSP CF06 = DSP ENCUMBRANCE	CF08 = PRT DETAIL

ACCT: 416-000-7102-85

MARCH 31, 2017 - MONTH LAST CLOSED

B COUNTRY SPORTS SINK

NO DEPARTMENT NAME

BAYOU COUNTRY SPORTS PARK

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	68,283.32-	0	68,283
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 416-501-8811-01

MARCH 31, 2017 - MONTH LAST CLOSED

B COUNTRY SPORTS SINK

PARKS & GROUNDS

AGENT FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 416-501-8813-01

MARCH 31, 2017 - MONTH LAST CLOSED

B COUNTRY SPORTS SINK

PARKS & GROUNDS

PRINCIPAL BONDS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 416-501-8814-01

B COUNTRY SPORTS SINK
PARKS & GROUNDS
INTEREST BONDS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	.00	0	0
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 285-999-9104-85

MARCH 31, 2017 - MONTH LAST CLOSED

B COUNTRY SPORTS PARK

OPERATING TRANSFERS

REC DISTR 2/3 SINKING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	203,450	203,449.98	0	0
2017	203,700	.00	0	203,700
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	101,208	101,208.66	N/A	1-
2015	202,234	202,264.27	N/A	30-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

MARCH 31, 2017 - MONTH LAST CLOSED

ACCT: 285-999-9104-16

B COUNTRY SPORTS PARK
OPERATING TRANSFERS
B COUNTRY SPORTS SINK

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	0	.00	0	0
2017	0	68,283.32	0	68,283-
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP

DETAIL

CF06 = DSP

ENCUMBRANCE

ACCOUNT EXCEEDS BUDGET AMOUNT

CF08 = PRT

DETAIL

SECTION III

Kayla Dupre

From: Debbie Robichaux
Sent: Tuesday, April 18, 2017 10:54 AM
To: Kayla Dupre
Cc: Jill Becnel
Subject: Request for Line Item Adjustment
Attachments: LIA - Bayou Chauvin FM.pdf

Kayla,

Attached please find a request for a line item adjustment, for additional funds for the Bayou Chauvin Force Mains Relocation project.

Should you have any questions, please let me know.
Thank you!

Debra Robichaux, Office Manager
T.P.C.G. - Pollution Control Division
(985) 873-6728 - Fax (985) 873-6725
drobichaux@tpcg.org



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

DIVISION OF POLLUTION CONTROL

MEMO TO: Kayla Dupre, Comptroller
Finance Department

THRU: Gregory E. Bush
Pollution Control Administrator

FROM: Debra Robichaux 

DATE: April 18, 2017

SUBJECT: 2017 Budget
Request for Line Item Adjustment

The following line item adjustment is requested in order to provide additional funding for the Relocation of Three (3) Sewer Force Mains at Bayou Chauvin.

FUND 656 DEPT 431

<u>Account Number</u>	<u>Account Name</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Adjusted Budget</u>
8927-40	Woodlawn Sewers	\$61,538	\$(30,000)	\$31,538
8927-42	Bayou Chauvin/40 Acre Sewer Relo	\$301,592	\$30,000	\$331,592
		\$363,130		\$363,130

If you have any questions regarding this request, please feel free to contact this office.

/dr

ACCT: 656-431-8927-40

MARCH 31, 2017 - MONTH LAST CLOSED

P/W SEWERAGE CONSTR.

SEWERAGE COLLECTION

WOODLAWN SEWER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	92,154	616.10	0	91,538
2017	61,538	.00	0	61,538
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	29,036.75	N/A	29,037-
2015	116,029	23,874.99	N/A	92,154

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 656-431-8927-42

MARCH 31, 2017 -- MONTH LAST CLOSED

P/W SEWERAGE CONSTR.

SEWERAGE COLLECTION

BAYOU CHAUVIN/40 ACRE SEW RELO

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2016	299,653	28,061.50	0	271,592
2017	301,592	137,184.85	0	164,407
CLOSED:				
2010	0	.00	N/A	0
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	300,000	347.00	N/A	299,653

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL