
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

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

June 25, 2018
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 execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Bayou Regional Arts Council.
2. **RESOLUTION:** Authorizing the Parish President, Gordon E. Dove, to enter into an agreement with South Louisiana Wetlands Discovery Center to provide \$30,000 to be used for the Rougarou Festival being held October 20-21, 2018.
3. **RESOLUTION:** Concurring with the recommendation of Parish Administration to award Bid 18-WHSE-22 Purchase of New/Unused Creosote Poles for warehouse inventory to the lowest qualified bidder, Wesco Distribution.
4. **RESOLUTION:** Concurring with the recommendation of Parish Administration to reject all bids

submitted for Bid 18-DRA-23 Purchase of New Emergency Generators and approve award of re-bid.

5. CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Parish Prisoners Fund, \$1,170
 - II. Houma Police Department, \$6,901
 - III. General Fund, Coroner's Office, \$22,011
 - IV. General Fund - Housing and Human Services, \$5,000
 - V. Houma Fire Department, \$4,085
 - VI. Country Drive Improvements Project, \$184,764
 - VII. Animal Shelter Building, (\$83,800)
 - VIII. Animal Shelter Building, \$8,535
 - IX. FMA Flood Mitigation, \$317,331
 - X. Bayou Black Pump Station, \$1,250,427
- and calling a public hearing on said matter on July 11 at 6:30 pm

- 6. RESOLUTION:** Authorizing the purchase and implementation of software titled, "Touch Assisted Command and Control System (TACCS) to provide data integration, information sharing, collaboration and decision making, and associated hardware within the Terrebonne Parish Office of Homeland Security and Emergency Preparedness.
- 7.** Introducing an ordinance that will set the salaries of the Council Staff for inclusion of a 2018 2% Cost of Living Adjustment; addressing other matters relative thereto and calling a public hearing on July 11, 2018 at 6:30 p.m.
- 8. RESOLUTION:** To approve monetary spending for "Village East Summer Enrichment Program', Cooperative Endeavor Agreement for Administration of the Village East Summer Enrichment Program by MDW, Inc. with Terrebonne Parish Consolidated Government.
- 9.** Adjourn

Category Number:
Item Number:



Monday, June 25, 2018

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, June 25, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, June 25, 2018

Item Title:

Parish Arts Program

Item Summary:

RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Bayou Regional Arts Council.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/19/2018	Executive Summary
resolution	6/19/2018	Resolution
Backup	6/19/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COOPERATIVE ENDEAVOR AGREEMENT WITH BAYOU REGIONAL ARTS COUNCIL

PROJECT SUMMARY (200 WORDS OR LESS)
A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAYOU REGIONAL ARTS COUNCIL

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

TOTAL EXPENDITURE					
\$7,500					
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
ACTUAL			<u>ESTIMATED</u>		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$7,500	

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

Signature _____ s/Kandace M. Mauldin, CFO

Date _____ 6/19/2018

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAYOU REGIONAL ARTS COUNCIL

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

WHEREAS, the mission of the Arts Council is to promote and provide cultural activities, through a partnership of private and public funding, that meets the needs of the community; and

WHEREAS, TPCG finds that providing funding for the terms of this cooperative endeavor will serve a public purpose and have a public benefit commensurate with the cost.

WHEREAS, it is the best interest of Terrebonne Parish to enter into an agreement with the Arts Council for the provisions of the Parish Art Funding Program.

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and Bayou Regional Arts Council, containing substantially the same terms as those set out in the agreement.

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
BAYOU REGIONAL ARTS COUNCIL**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the State of Louisiana, represented by its President, Gordon E. Dove; and

BAYOU REGIONAL ARTS COUNCIL (“Arts Council”), a non-profit corporation, authorized to do and doing business in Terrebonne Parish, State of Louisiana, represented by its Executive Director, Erica Suarez, as per the attached Resolution of said corporation;

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 mission of the Arts Council is to promote and provide cultural activities, through a partnership of private and public funding, that meets the needs of the community; and

WHEREAS, TPCG finds that providing funding for the terms of this cooperative endeavor will serve a public purpose and have a public benefit commensurate with the cost.

NOW THEREFORE, in consideration of the mutual covenant herein contained, the Terrebonne Parish Consolidated Government and Bayou Regional Arts Council each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

Purpose

The purpose of this cooperative agreement between TPCG and the Arts Council is to fund, develop and implement a Parish Arts Funding Program.

Terms

1.

The Arts Council shall function as a Parish distributing agent by developing and implementing a Parish Arts Funding Program process for the Parish. This process must include a peer review panel system, appeals process, appropriate financial audits and reporting documents.

2.

In consideration for the performance of the services specified in this cooperative agreement, TPCG hereby agrees to remit to the Arts Council, \$7,500 (seven thousand five hundred) upon approval of applicants to the Parish Arts Funding Program. Out of the money to be distributed, 10% may be used by the Arts Council for administrative purposes of implementing the Program.

3.

The Arts Council should submit all approved applicants of the Parish Arts Funding Program to TPCG for their final approval.

4.

This agreement shall begin on January 1, 2018 and shall terminate on December 31, 2018.

5.

The Arts Council shall distribute the funding to the approved applicants between June 1, 2018 and December 31, 2018.

6.

The following statement shall be prominently positioned next to the official logo of the Terrebonne Parish Consolidated Government and shall appear in close proximity to the name of the Arts Council in all printed and broadcast promotion, publicity, advertising and printed programs. **“SUPPORTED BY THE ARTS FUNDING PROGRAM OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT.”**

7.

Upon completion of this agreement, or if terminated earlier, all records, reports, worksheets, documents or any other material related to this agreement shall become the property of TPCG. The Arts Council must keep all materials for a minimum of three (3) years.

8.

TPCG, through Anne Picou, shall provide oversight and periodic review of the Arts Council's performance and compliance with the terms and conditions of this Agreement.

9.

It is hereby agreed that TPCG shall have the option of auditing all accounts of the Arts Council and applicants of the Program which are related to this service agreement and Parish Arts Funding Program.

10.

The Arts Council shall submit a Final Report upon completion of the services specified in this Agreement, but not later than March 15, 2019. The Final Report shall be prepared on official report forms in accordance with instructions contained herein. The Arts Council agrees to provide such interim reports as requested by TPCG. Completion of the Final Report requires complete documentation of all expenses, a full review and evaluation of the project, proof that the acknowledgment statement was included in all printed and broadcast promotions.

Non-appropriation

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

Compliance with Laws

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

Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

Legal Construction

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

Amendment

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

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2018.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____

**GORDON E. DOVE
PARISH PRESIDENT**

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2017.

WITNESSES:

BAYOU REGION ARTS COUNCIL

BY: _____

**ERICA SUAREZ
EXECUTIVE DIRECTOR**



Monday, June 25, 2018

Item Title:

Rougarou Festival

Item Summary:

RESOLUTION: Authorizing the Parish President, Gordon E. Dove, to enter into an agreement with South Louisiana Wetlands Discovery Center to provide \$30,000 to be used for the Rougarou Festival being held October 20-21, 2018.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/20/2018	Executive Summary
Resolution	6/20/2018	Resolution
CEA	6/20/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

A Resolution authorizing the Parish President, Gordon E. Dove, to enter into an agreement with South Louisiana Wetlands Discovery Center to provide \$30,000 to be used for the Rougarou Festival being held October 20-21, 2018

PROJECT SUMMARY (200 WORDS OR LESS)

The Rougarou Festival (Festival), was designed by the South Louisiana Wetlands Discovery Center to celebrate Cajun Folklore and raise awareness about coastal landloss, and which exceeded expectations with people attending the Festival from as far as Canada; and TPCG and CENTER believe they can substantially benefit the tourism efforts in Terrebonne Parish by entering into this cooperative endeavor

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

TOTAL EXPENDITURE

\$30,000

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$30,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

(PARISHWIDE) 1 2 3 4 5 6 7 8 9

s/Kandace M. Mauldin

Signature

June 19, 2018

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 18-_____

A Resolution authorizing the Parish President, Gordon E. Dove, to enter into an agreement with South Louisiana Wetlands Discovery Center to provide \$30,000 to be used for the Rougarou Festival being held October 20-21, 2018.

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

WHEREAS, the Rougarou Festival (Festival), a first time event in 2012, was designed by the CENTER to celebrate Cajun Folklore and raise awareness about coastal landloss, and which exceeded expectations with people attending the Festival from as far as Canada; and

WHEREAS, TPCG and CENTER believe they can substantially benefit the tourism efforts in Terrebonne Parish by entering into this cooperative endeavor; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon E. Dove, Parish President to enter into a Cooperative Endeavor Agreement pending Legal review with South Louisiana Wetlands Discovery Center for an amount not to exceed \$30,000.

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
FRIENDS OF SOUTH LOUISIANA WETLANDS DISCOVERY FOUNDATION**

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

I. PARTIES AND PREAMBLES

- 1.1 **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 mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, represented herein by Gordon E. Dove, its duly authorized Parish President, by virtue of authority under Terrebonne Parish Council Resolution No. _____, a copy of which is attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “TPCG”); and

- 1.2 **FRIENDS OF SOUTH LOUISIANA WETLANDS DISCOVERY FOUNDATION (also under the Trade Name of “South Louisiana Wetlands Discovery Center”)**, (EIN: XX-XXXXXXX), a Louisiana nonprofit corporation, authorized to do and doing business under the laws of the State of Louisiana, domiciled in the Terrebonne Parish, Louisiana, whose mailing address is 7910 Park Avenue, Houma, LA 70364, represented herein by Jonathan Foret, its duly authorized Executive Director, by virtue of authority under a resolution of the Board of Directors of the Foundation, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Foundation”);

(individually “Party” and collectively “Parties”), who, having been duly sworn, declare as follows:

WITNESSETH:

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

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

1.5 WHEREAS, the mission of the Friends of South Louisiana Wetlands Discovery Foundation is to promote and provide cultural and educational activities through a partnership of private and public funding, that meets the needs of the parish with a particular emphasis on the downtown historic district and the Barataria-Terrebonne National Estuary; and

1.6 WHEREAS, the Terrebonne Parish Consolidated Government recognizes its statutory mandate to encourage the growth, development, restoration and improvement in downtown, historic and economic development districts; and

1.7 WHEREAS, the Friends of South Louisiana Wetlands Discovery Foundation supports numerous programs to enhance education, culture and the local wetlands habitat and make them accessible to residents of Terrebonne Parish;

1.8 WHEREAS, Terrebonne Parish Consolidated Government, in an effort to facilitate the economic and cultural development of downtown Houma, often works with the Friends of South Louisiana Wetlands Discovery Foundation on projects, including the Rougarou Festival; and

1.9 WHEREAS, the Rougarou Festival (“Festival”), a first-time event in 2012, was designed by the Friends of South Louisiana Wetlands Discovery Foundation to celebrate Cajun Folklore and raise awareness about coastal land loss, and which exceeded expectations with people attending the Festival from as far as Canada; and

1.10 WHEREAS, Terrebonne Parish Consolidated Government and Friends of South Louisiana Wetlands Discovery Foundation believe they can substantially benefit the tourism efforts in Terrebonne Parish by entering into this cooperative endeavor; and

1.11 NOW THEREFORE, in consideration of the Agreement herein contained, the Terrebonne Parish Consolidated Government (“TPCG”) and Friends of South Louisiana Wetlands Discovery Foundation (“Foundation”), each represented by the undersigned duly authorized to act herein, respectfully, agree to the following obligations, promises, terms and conditions, to-wit:

II. PURPOSE

2.1 The purpose of this Cooperative Endeavor Agreement between TPCG and Foundation is to utilize Parish Funds to attract more non-resident visitors by enhancing the Festival with quality entertainment for stage performances, activities for children, a parade, logistical support, and enabling the Foundation to plan for a two-day event.

III. EXECUTION

3.1 Festival Planning. The Foundation shall create, plan, and execute the Festival as described herein.

3.1.1 The Festival events shall be designed to increase tourism, and to publicize southern Louisiana with particular emphasis on Terrebonne Parish’s culture and distinctive coast/wetlands.

3.1.2 Admission to the Festival shall be free and open to the public.

3.1.3 It shall be a comprehensive event that celebrates our Cajun Folklore and raises awareness about coastal land loss; educates students, visitors and the general public on the

importance of the habitat of the Rougarou while providing a fun-filled event that is family friendly.

3.2 Goals. The Foundation shall, within sixty (60) days of the effective date of this agreement, provide the TPCG with a written timeline and schedule of goals, which shall establish deadlines for the goals of each Project.

3.2.1 Goals shall include but not be limited to deadlines for procuring additional funding, launching advertising, securing entertainment, booking vendors, securing venues, securing permits, and executing the Project.

IV. TERMS AND CONDITIONS

4.1 Expiration. Should the Festival not be executed by October 20-21, 2018, the Festival is considered to have expired. If a Festival expires, Foundation must return funds advanced by the TPCG within 14 days of the Festival expiration date as a debt due and owing to the TPCG.

4.2 Funds. Any and all funds are to be used prior to the deadline set above and solely for the purpose specified herein unless written permission has been obtained from the TPCG to vary these purposes. Any funds not so used must be returned by Foundation to the TPCG within 14 days of the completion date or expiration date of the project as a debt due and owing to the TPCG.

4.3 Trademark. The assistance of the Terrebonne Parish Consolidated Government must be acknowledged in some way appropriate to the final product of the festival. The Terrebonne Parish Consolidated Government has registered a trademark with the US Patent and Trademark Office – Saltwater Fishing Capital of the World® – for the parish tourism initiative. The TPCG’s trademark and seal, message, and requirements for use and display may be forwarded to the Foundation by the TPCG. The final completion report will include copies of all Festival publicity.

4.4 Audit. As a condition of accepting financial assistance from the TPCG, Foundation agrees to cooperate and permit an evaluation and audit of the Foundation if deemed necessary by the TPCG. Complete financial records must be retained by Foundation and made available to the TPCG upon request.

V. CONSIDERATION

5.1 In consideration for the performance of the services specified in this Agreement, TPCG agrees to provide Foundation with THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS for the Festival.

VI. EFFECTIVE DATE AND TERM

6.1 This Agreement shall become effective upon signature by both parties.

VII. INSURANCE

7.1 At its costs, the Foundation shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement by the Foundation, its agents, representatives, employees or volunteers in conformity with the terms, conditions, and requirements noted below.

7.2 MINIMUM LIMITS OF INSURANCE. All parties shall maintain limits no less than:

7.2.1 General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

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

7.2.3 Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include

7.2.3.1 Alternate Employer Endorsement

7.2.3.2 Voluntary Compensation Endorsement

7.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

7.3.1 Additional Insured. TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."

7.3.2 Failure to Comply. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.

7.3.3 Separability. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3.4 Subrogation. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

7.3.5 Workers' Compensation and Employers Liability Coverage. The Foundation and its insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

7.4 ALL COVERAGES

7.4.1 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."

7.4.2 All policies above endorsed to be primary coverage to any other coverage.

7.4.3 Coverages should be endorsed to cover proper "territory" of operations.

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-VI.

7.6 VERIFICATION OF COVERAGE

7.6.1 Foundation shall furnish to TPCG certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.

VIII. INDEMNIFICATION

8.1 The Foundation agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Foundation, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Foundation agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

IX. TERMINATION

9.1 TERMINATION BY MUTUAL AGREEMENT

9.1.1 This Agreement shall be terminated by written mutual agreement and consent of the parties hereto.

9.2 TERMINATION OF THE AGREEMENT FOR CAUSE

9.2.1 The TPCG may terminate the Agreement for cause based upon, but not limited to, the failure of the Foundation to comply with the terms and/or conditions of the contract; failure to fulfill its performance obligations pursuant to the contract; failure to deliver within the time specified in the contract; failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the Foundation; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPCG; conflict of contract provisions with constitutional or statutory provisions of state or federal law; and other breach of contract; provided that the TPCG shall give the Foundation written notice specifying the Foundation's failure.

9.2.2 TPCG shall give Foundation thirty (30) days written notice of the alleged failure to comply. If within thirty (30) days after receipt of such notice, the Foundation shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Foundation in default and may terminate the contract on the date specified in such notice.

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

9.3 TERMINATION OF THE CONTRACT FOR CONVENIENCE

9.3.1 Either TPCG or Foundation may terminate the contract at any time by giving thirty (30) days written notice to the other party of such termination or negotiating with the other party of an effective date for termination.

9.4 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

9.5 SURVIVING TERMS

9.5.1 In the event this Agreement is terminated for any reason, whatsoever, Articles V, VIII, X, XII, XIII, XIV, and XVI, and Sections 18.3, 18.9, and 18.10 of Article XVIII of this Agreement shall survive termination.

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 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 Foundation may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the TPCG is below the amount for which an audit is required under La. R.S. 24:513, the Foundation 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 TPCG which relate to this Agreement, upon request.

XV. NON-COLLUSION AFFIDAVIT

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

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 in 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. However, TPCG or Foundation shall place in writing this default to the other party as soon as practical. TPCG or Foundation shall be granted a reasonable time to cure default, not to exceed thirty (30) days from date of notice.

XVII. NOTICES

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

17.1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Attn: Gordon Dove, Sr., Parish President
8026 Main Street
Houma, LA 70360

17.1.2 FRIENDS OF SOUTH LOUISIANA WETLANDS DISCOVERY
FOUNDATION
Attn: Jonathan Foret, Executive Director
7910 Park Avenue
Houma, LA 70364

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

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

Foundation 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

The relationship between the Foundation and the TPCG shall be, and only be, that of an independent contractor and the Foundation shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG. TPCG and Foundation, 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 Foundation.

18.5 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE

TPCG and Foundation expressly agree that Foundation is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Foundation or to anyone employed by Foundation 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 Foundation expressly declare and acknowledge that Foundation 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 Foundation 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 Foundation are outside the normal course and scope of TPCG's usual business; and 18.6.3 Foundation is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Foundation nor anyone employed or contracted by Foundation shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.

18.7 EMPLOYMENT OF TPCG PERSONNEL

Foundation 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 DISCRIMINATION CLAUSE

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

18.9 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.

18.10 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.

18.11 CODE OF ETHICS

Foundation 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 Foundation in the performance of services called for in the Agreement. Foundation 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.

18.12 COVENANT AGAINST CONTINGENT FEES

Foundation warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Foundation, 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 Foundation 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.

18.13 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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

19.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this ____ day of _____, 2018, 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:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

19.2 FRIENDS OF SOUTH LOUISIANA WETLANDS DISCOVERY FOUNDATION

THUS DONE AND SIGNED on this ____ day of _____, 2018, 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:

**FRIENDS OF SOUTH LOUISIANA
WETLANDS DISCOVERY
FOUNDATION**

Printed: _____

BY: _____
**JONATHAN FORET
EXECUTIVE DIRECTOR**

Printed: _____

NOTARY PUBLIC

EXHIBIT B
RESOLUTION
OF THE BOARD OF DIRECTORS
OF
FRIENDS OF SOUTH LOUISIANA WETLANDS DISCOVERY FOUNDATION
(NON-PROFIT CORPORATION)

BE IT RESOLVED, that the Board of Directors Friends of South Louisiana Wetlands Discovery Foundation (the "Foundation"), acting pursuant to LSA-R.S. 12:201, et seq., in a meeting duly assembled, that its Executive Director, Jonathan Foret, be and he is hereby authorized, directed and empowered, for an on behalf of the Foundation, to execute a Cooperative Endeavor Agreement with the Terrebonne Parish Consolidated Government authorizing the Parish President, Gordon E. Dove, to provide the Foundation \$30,000 to be used for the Rougarou Festival being held on October 20-21, 2018; and

BE IT FURTHER RESOLVED that its Executive Director, Jonathan Foret, be and is hereby authorized, directed and empowered, for and on behalf of the Foundation, to do and perform all such other acts, or things, and to execute such, other documents, instruments and writings, as in the sole and uncontrolled discretion of the said officer, he may deem necessary, wise, desirable, or prudent, in order to effect the intent and purpose of this resolution.

* * * * *

I, Raegan Creppell, being the Secretary of the Foundation, do hereby certify that the above and foregoing is a true and correct copy of the Resolution unanimously adopted at a meeting of the Board of Directors of said Foundation held on the _____ day of _____, 2018, at which meeting all of the members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Resolution, and same is in full force and effect.

WITNESS MY HAND on this _____ day of _____, 2018, at Houma, Louisiana.

RAEGAN CREPPELL
SECRETARY

ATTEST:

CHRISTOPHER PULASKI
PRESIDENT

EXHIBIT C

AFFIDAVIT OF NON-COLLUSION

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

JONATHAN FORET

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

1. Affiant declares that he is a duly authorized Executive Director of Friends of South Louisiana Wetlands Discovery Foundation ("Foundation"), the party who is entering into a Cooperative Endeavor Agreement with Terrebonne Parish Consolidated Government authorizing the Parish President, Gordon E. Dove, to provide \$30,000.00 to be used for the Rougarou Festival being held on October 20-21, 2018.
2. Affiant further declares that the Cooperative Endeavor Agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the rental price of affiant or of any other party, or to fix any overhead, profit, or cost element of said rental price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana,



Monday, June 25, 2018

Item Title:

Award Bid 18-WHSE-22 Purchase of New/Unused Creosote Poles

Item Summary:

RESOLUTION: Concurring with the recommendation of Parish Administration to award Bid 18-WHSE-22 Purchase of New/Unused Creosote Poles for warehouse inventory to the lowest qualified bidder, Wesco Distribution.

ATTACHMENTS:

Description	Upload Date	Type
Excutive Summary	6/20/2018	Executive Summary
Resolution	6/20/2018	Resolution
Bid Documents and Support Material	6/20/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: BID 18-WHSE-22 Purchase of New/ Unused Creosote Poles

PROJECT SUMMARY (200 WORDS OR LESS)

To award to the lowest qualified bidder, Wesco Distribution

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Stock the necessary creosote poles for use by the Utilities Department

TOTAL EXPENDITURE

\$42,160.28

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

Warehouse inventory, no budget
given

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Signature

6-19-18

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 18-

WHEREAS, on June 6, ,2017 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid 18-WHSE-22 Purchase of New/Unused Creosote Poles for warehouse inventory , and

WHEREAS, after careful review by the Angela Guidry, Purchasing Manager, and Tommy LeCompte, Electric Distribution Superintendent, it has been determined that the lowest qualified bid is that of Wesco Distribution in the amount of Forty-Two Thousand, One Hundred Sixty Dollars and Twenty-Eight Cents (\$42,160.28), and

WHEREAS, Parish Administration concurs with the recommendation to award Bid 18-WHSE-22 Purchase of New/ Unused Creosote Poles to Wesco Distribution at the aforementioned pricing , and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be approved for the purchase of creosote poles for warehouse inventory as per the attached documents

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2018.

Purchasing Bid Form Listing

TPCG Secure Login
Gina Bergeron - gbergeron@tpcg.org
[Main Menu](#) [Help](#) [Logout](#)

Purchasing Bid Form Listing > Maintenance Bid: '6504'

Bid Form Id: 6504

Bid Name: BID 18-WHSE-22 Purchase of New/Unused Creosote f

* Bids Opened By: Angela Guidry

* Department: Finance

* Division:

Bid Type: Bid Cover Sheet

- Approval Sequence:
1. Reviewer - approved on 06/12/2018 by purh03
 2. Division Head - approved on 06/12/2018 by purh03
 3. Department Head - approved on 06/17/2018 by kmauldin
 4. Chief Financial Officer - approved on 06/17/2018 by kmauldin
 5. Parish Manager - approved on 06/18/2018 by mcloups
 6. Parish President - approved on 06/18/2018 by gdove
 7. Purchasing Manager - approved on 06/18/2018 by purh03

* Date: 06/06/2018 (mm/dd/yyyy)

Related RFB:

Charge Account: 380-000-1151-00

Estimated Price: 45000.00

Amount Budgeted: .00

Status: Complete

Comments: Three bids were submitted. All bidders provided the proper documentation as required by the "Instructions for Bidders". Wesco provided the lowest bid. The file is being forwarded to the requesting division for review of compliance with the specifications and award recommendations.

Award Bid To:

Award Amount: .00

Bidders:

*** Name:** Anixter Power Solution, L

*** Amount:** 49070.90

*** Check:** 0

*** Bond:** 0.00

Remove Bidder Entry

*** Name:** Utility & Industrial Supply

*** Amount:** 57439.45

*** Check:** 0

*** Bond:** 0.00

Remove Bidder Entry

*** Name:** Mesco Distribution

*** Amount:** 42160.28

*** Check:** 0

*** Bond:** 0.00

Remove Bidder Entry

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
Documents:		
DOC060718-002.pdf - Added By Gina Bergeron (purch05)		
Bid Documents and Tabulations		Edit
Delete		Add New Document

Save Changes

* Denotes required fields.

Bid added by Angela Guidry on 06/07/2018

OFFICIAL BID FORM
SECTION "A"

BID 18-WHSE-22 Purchase of New/ Unused Creosote Poles

It is the intent of the TPCG to award the bid to the lowest responsive and responsible bidder for all items combined

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the creosote poles all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division, and dated May 2018

NAME OF BIDDER: WESCO Distribution

ADDRESS OF BIDDER: 200 Matrix Loop

Lafayette, LA. 70507

NAME OF AUTHORIZED SIGNATORY BIDDER: Scott Head

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) ** Scott Head

TITLE OF AUTHORIZED SIGNATORY BIDDER: Operation Manager

DATE: 6/4/18

** Signature Authorization. *(Required by All Bidders)* Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

OFFICIAL BID FORM SECTION "B"

(Must be completed and uploaded as an attachment with bid)

The following item listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

1-866-570-9620

<http://www.centrauctionhouse.com/rfp.php?cid=65>

Item No.	Quantity	Unit of Measure	Item Description	Delivery Time ARO
1	20	each	POLE 45 FT Class 3 Creosote	14-21
2	12	each	POLE 50 FT Class 3 Creosote	14-21
3	20	each	POLE 55 FT Class 3 Creosote	14-21
4	5	each	POLE 60 FT Class 3 Creosote	14-21
5	30	each	POLE 30 FT Class 6 Creosote	14-21
6	3	each	POLE 65 FT Class H1 Creosote	14-21
7	3	each	POLE 70 FT Class 2 Creosote	14-21
8	3	each	POLE 75 FT Class 2 Creosote	14-21
9	1	each	Total Shipping Costs for ALL Poles requested above	N/A

SPEPCIFICATIONS:

- > See diagram below
- > All poles shall be 12# Retention
- > The awarded Bidder shall be responsible for off loading poles; boom truck required.



Date: January 2, 2018
To: Vice Presidents of Operations
Directors of Operations and General Managers
Sales Directors (Utility)
District Managers
Branch Managers
From: WESCO Corporate Headquarters
Subject: Signatory Authority Delegation

1. **Purpose:** The purpose of this memorandum is to delegate to you the authority to sign bid documents, customer contracts and related documents, provided that said documents and contracts have been first approved internally in accordance with the Corporate Levels of Authority (LOA). The LOA document is available at <http://fasttrack/Levels%20of%20Authority/Forms/AllItems.aspx>.
2. **Authority:** The WESCO Distribution, Inc. Board of Directors adopted a Delegation of Authority Resolution on February 28, 1994, authorizing me to delegate authority to you to perform certain duties in the ordinary conduct of WESCO's business. I hereby delegate to you the signatory authority described in paragraph 1 hereof. You shall not re-delegate this authority to any other person.
3. **Acquisitions and Divisions:** The signatory authority described in paragraph 1 shall include the management of WESCO's acquired subsidiaries, divisions and all business locations.
4. **Performance of Duties:** In addition to exercising this authority in accordance with the review and approval requirements set forth by the LOA, at the end of each calendar month, you should submit a list of all documents that you have signed pursuant to this delegation of authority to Samantha L. O'Donoghue at the e-mail address provided below.
5. **Expiration:** This delegation of authority shall continue in full force and effect until December 31, 2018, unless terminated earlier by me.
6. **Questions:** Questions regarding this delegation of authority should be referred to Samantha L. O'Donoghue, Corporate Secretary, at (412) 454-2377 or sodonoghue@wesco.com.


John J. Engel
Chairman, President and CEO

Attachment: Extract of Board Resolution, dated February 28, 1994



WESCO DISTRIBUTION, INC.

EXTRACT FROM MINUTES OF MEETING OF THE
BOARD OF DIRECTORS

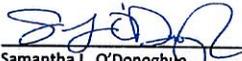
HELD ON FEBRUARY 28, 1994

RESOLVED, that, effective March 1, 1994, the Chairman and the President of the Corporation be, and each of them hereby is, authorized, in the ordinary course of the Corporation's business and to the extent permitted by the General Corporation Law of the State of Delaware, and the Certificate of Incorporation and By-Laws of the Corporation, (i) to sign all bonds and obligations, (ii) to sign, execute and bind the Corporation with respect to all contracts, deeds, leases, powers of attorney, releases, waivers, claims documents and other documents of a contractual nature and (iii) to sign applications for regulatory permits and licenses and other governmental forms, other than tax returns, on behalf of the Corporation, attested by the Corporation's seal, if requested or required; provided, however, that each of the above-specified officers is also authorized to delegate his respective signature authority by a writing (x) specifying the scope of the authority being delegated by the writing, (y) identifying the delegate either by name or as the incumbent of a position and (z) advising the delegate that he or she shall have no authority to redelegate the signatory authority being delegated.

I, Samantha L. O'Donoghue, Corporate Secretary, DO HEREBY CERTIFY that the foregoing is a true and correct copy of resolution adopted at meeting of the Board of Directors of said Corporation held on February 28, 1994, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation.

Dated: 1/21/2018


Samantha L. O'Donoghue
Corporate Secretary





Toggle navigation

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- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
 - [Create New Listing](#)
 - [Create New Forward Auction](#)
 - [Create New TPCG-MS](#)
- [Logout \(tpcg\)](#)

Central Bidding Time: Wed June 06, 2018 2:02:35 PM GMT-6

Place a Bid for

Please enter your best bid proposal for this project

Bidders MUST acknowledge all addenda. By checking the box next to each addendum below, bidder acknowledges receipt of each addendum.

Acknowledge Receipt of Addenda:
(please select each addenda being acknowledged)

Number: 1 DATE: 05/23/2018 ✓

*Bidders will not be allowed to continue/submit bid until all addenda are acknowledged.

Bid table

NOTICE: If you would like to save your work in order to return to make modifications to this form at a later time, you MUST complete the bid submittal process. If you leave this form prior to submitting your bid as outlined below, no information will be saved.

-Scroll to the bottom of the page and select the NEXT button.

-Enter your private key on the following preview page, and select the Submit Bid button.

-You can then return to this bid form and repeat this process as often as necessary until the set time has expired.

-You must complete the process above BEFORE the time has expired. Once the time of the bid has expired you will no longer have access to your bid and your last submitted bid information will be provided to the Listing Owner.

Bidding This Item?	Item	Quantity	Unit of measure	Short description	Part #	Mfg. name	Price	Extended price
✓	1	20	each	POLE 45 FT Class 3 Creosote	45' CL3	MCFARI	392.25	7,845.0000
✓	2	12	each	POLE 50 FT Class 3 Creosote	50' CL3	MCFARI	465.11	5,581.3200
✓	3	20	each	POLE 55	55' CL3	MCFARI	542.12	10,842.4000

8/6/2018

<https://www.centrauctionhouse.com/Do/ShowBidForm/96378083/21010>

				FT Class 3 Creosote					
✓	4	5	each	POLE 60 FT Class 3 Creosote	60' CL3	MCFARI	634.67		3,173.3500
✓	5	30	each	POLE 30 FT Class 6 Creosote	30' CL6	MCFARI	134.23		4,026.9000
✓	6	3	each	POLE 65 FT Class H1 Creosote	65' CLH	MCFARI	1083.62		3,250.8600
✓	7	3	each	POLE 70 FT Class 2 Creosote	70' CL2	MCFARI	1102.36		3,307.0800
✓	8	3	each	POLE 75 FT Class 2 Creosote	75' CL2	MCFARI	1377.79		4,133.3700
✓	9	1	each	Total Shipping Costs for ALL Poles requested above	Freight &	Mcfarian	0.00		0.0000
Total Extended Price:									42,160.2800

Vendor Contractor Number

n/a

Enter all information required on the outside of the sealed envelope in the box below

BID 18-WHSE-22 Purchase of New Creosote Poles

Bid Bond #

n/a

Upload Attachment(s)



Monday, June 25, 2018

Item Title:

Reject bids for Bid 18-DRA-23 Purchase of New Emergency Generators

Item Summary:

RESOLUTION: Concurring with the recommendation of Parish Administration to reject all bids submitted for Bid 18-DRA-23 Purchase of New Emergency Generators and approve award of re-bid.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/21/2018	Executive Summary
Resolution	6/21/2018	Resolution
Support Material	6/21/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Bid 18-DRA-23 Purchase of New Emergency Generators

PROJECT SUMMARY (200 WORDS OR LESS)

To reject the bids of Hugg & Hall Equipment , Reeco Rental Supply and M&L Engine and approve award of a re-bid to the lowest responsible, responsive bidder

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Generators are to be used at various pump stations to assist in the strengthening of drainage within the Parish; however, the bids submitted have excessive lead times and is not consistent with the needs of the Parish at this time.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$658,783.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

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7

8

9

Angela Guidry (GMB)

Signature

2/21/18

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 18-

WHEREAS, on May 30, 2018 bids were received by the Terrebonne Parish Consolidated Government for Bid 18-DRA-23 Purchase of New Emergency Generators for the Forced Drainage Division of the Public Works Department, and

WHEREAS, after careful review by the Purchasing Division, Carl Ledet, Forced Drainage Superintendent, and David Rome, Public Works Director, it has been determined that the bids of Hugg & Hall Equipment, Reeco Rental Supply, Inc. and M & L Engine must be rejected due vendor delivery times being inconsistency with the needs of the Parish, and

WHEREAS, a re-bid for the generators is necessary and a date has been set, and

WHEREAS, the division requests authorization to award the re-bid to the lowest responsive, responsible bidder, and

WHEREAS, Parish Administration has concurred with the recommendation that the aforementioned bids be rejected for Bid 18-DRA-23 Purchase of New Emergency Generators and approves award of re-bid to the lowest qualified bidder as per attached documents, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Parish Administration be accepted for the rejection of bids and authorize re-bid be awarded for new emergency generators as per attached documents

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2018.

Bid Cover Sheet**Bid Name:** Bid 18-DRA-23 Purchase of New Emergency Generators**Bid(s) Received:** 3**Bid Date:** 05/30/2018**Bids Opened By:** Gina Bergeron

<u>Bidder's Name:</u>	<u>Amount:</u>	<u>Check:</u>	<u>Bond:</u>
Hugg & Hall Equipment Co.	\$0.00		0.00
M&L Engine	\$0.00		0.00
Reeco Rental & Supply, Inc.	\$0.00		0.00

Award Bid To: **Amount:** .00**Purchasing Department Comments:**

Three bids were submitted. All bidders provided the proper documentation as required by the "Instruction for Bidders". M&L Engine is the lowest bidder. The file is being forwarded to the requesting division for review of compliance with the specifications.

Purchasing Bid Form Listing ▼

TPCG Secure Login
 Gina Bergeron - gbergeron@tpcg.org
[Main Menu](#) [Help](#) [Logout](#)

Purchasing Bid Form Listing > View Bid: 6503

[<- Return to Prior Page](#)

Bid Form Approvers

Information for Bid Form ID# : 6503

Bid Name: Bid 18-DRA-23 Purchase of New Emergency Generators
Form Type: BR02 - Bid Cover Sheet
Date: 05/30/2018 **Status:** Complete
Bid Name: Bid 18-DRA-23 Purchase of New Emergency Generators
Requestor: Gina Bergeron **Department:** Forced Drainage (Operations)
Charge Account: **Type Accepted:** Partial Bids Accepted
Price: .00 **Budget:** .00
Award To: **Award Amount:** .00
Comments: Three bids were submitted. All bidders provided the proper documentation as required by the "Instruction for Bidders". M&L Engine is the lowest bidder. The file is being forwarded to the requesting division for review of compliance with the specifications.

Bidders:	Name	Amount	Check	Bond
	Hugg & Hall Equipment Co.	.00	0	0.00
	M&L Engine	.00	0	0.00
	Reeco Rental & Supply, Inc.	.00	0	0.00

Documents: [DOC053018-001.pdf](#) - Bid Documents and Tabulations - Added By Gina Bergeron (purh05)

[Show Information on Related RFB](#)

Approver Name	Approval Type	Department	Status	Sent Date	Read Date
1. Angela Guidry	Reviewer		Approved	05/30/2018	
Status Changed By: purh03			APPROVED	Status Change Date: 05/30/2018	
2. Carl Ledet	Division Head	Forced Drainage (Operations)	Approved	05/30/2018	
Status Changed By: cledet			APPROVED	Status Change Date: 05/31/2018	
3. David Rome	Department Head	Forced Drainage (Operations)	Approved	05/30/2018	
Status Changed By: drome			APPROVED	Status Change Date: 05/31/2018	

Approver Name	Approval Type	Department	Status	Sent Date	Read Date
4. Kandace Mauldin	Chief Financial Officer		Approved	05/30/2018	
Status Changed By: kmauldin			APPROVED	Status Change Date: 06/01/2018	
5. Michael C. Toups	Parish Manager		Cond. Approval	05/30/2018	
Status Changed By: mctoups			COND. APPROVAL	Status Change Date: 06/01/2018	
Conditions:		We will further discuss the delivery situation with President Dove and see how he wants to proceed before purchasing.			
6. Gordon E. Dove	Parish President		Approved	05/30/2018	
Status Changed By: gdove			APPROVED	Status Change Date: 06/01/2018	
7. Angela Guidry	Purchasing Manager		Approved	05/30/2018	
Status Changed By: purh03			APPROVED	Status Change Date: 06/04/2018	

**OFFICIAL BID FORM
SECTION "A"**

TO: TPCG
Forced Drainage Division
Post Office Box 2768
Houma, LA 70361

FROM: M&L Engine, LLC
2845 Hwy 311
Schriever, LA 70395
PHONE: 985-857-8000
EMAIL: sales@mlengine.com

Bid 18-DRA-23 Purchase of New Emergency Generators

The quantities below are estimated; the TPCG reserves the right to increase or decrease quantities at its sole discretion within a six-month period.

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated May 2018

Item No.	Qty.	Item Description	Make/Model	Unit Price	Extended Price	Delivery Time
#1	3	New 80 KW Generator	HIPOWER/ MLHFW80T64	\$22,989	\$68,967	16-18 Weeks
#2	4	New 100 KW Generator	HIPOWER/ MLHFW100T64	\$26,471	\$105,884	16-18 Weeks
#3	2	New 150 KW Generator	HIPOWER/ MLHFW160T64	\$31,105	\$62,210	16-18 Weeks

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: *(Enter the number assigned to each of the addenda that the Bidder is acknowledging)*

NAME OF BIDDER: M&L Engine, LLC

ADDRESS OF BIDDER: 2845 Hwy 311
Schriever, LA 70395

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Ryan Marmande

OFFICIAL BID FORM
SECTION "A"
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER ** 

TITLE OF AUTHORIZED SIGNATORY BIDDER: General Manager

DATE: 5-22-18

**** Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

**OFFICIAL BID FORM
SECTION "A"**

TO: TPCG
Forced Drainage Division
Post Office Box 2768
Houma, LA 70361

FROM: REECO Rental & Supply, Inc.
1762 Canal Blvd.
Thibodaux LA 70301
PHONE: (985)448-2270
EMAIL: rbourgeois@reecorental.com

Bid 18-DRA-23 Purchase of New Emergency Generators

The quantities below are estimated; the TPCG reserves the right to increase or decrease quantities at its sole discretion within a six-month period.

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated May 2018

Item No.	Qty.	Item Description	Make/Model	Unit Price	Extended Price	Delivery Time
#1	3	New 80 KW Generator	Generac MDG150DF4-STD2	\$75,603.00	\$226,809.00	16-18 weeks
#2	4	New 100 KW Generator	Generac MDG150DF4-STD2	\$75,603.00	\$302,412.00	16-18 weeks
#3	2	New 150 KW Generator	Generac MDG250DF4-STD2	\$86,935.00	\$173,870.00	16-18 weeks

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: **(Enter the number assigned to each of the addenda that the Bidder is acknowledging)**

0

NAME OF BIDDER: REECO Rental & Supply, Inc.

ADDRESS OF BIDDER: 1762 Canal Blvd.

Thibodaux, LA 70301

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Ron R. Bourgeois

OFFICIAL BID FORM
SECTION "A"
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER **



TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: May 30, 2018

**** Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

**OFFICIAL BID FORM
SECTION "A"**

TO: TPCG
Forced Drainage Division
Post Office Box 2768
Houma, LA 70361

FROM: Hugg & Hall Equipment Company
P.O. Box 194110
Little Rock, AR 72219

PHONE: _____

EMAIL: _____

Bid 18-DRA-23 Purchase of New Emergency Generators

The quantities below are estimated; the TPCG reserves the right to increase or decrease quantities at its sole discretion within a six-month period.

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated May 2018

Item No.	Qty.	Item Description	Make/Model	Unit Price	Extended Price	Delivery Time
#1	3	New 80 KW Generator	TAYLOR TR125	\$49,500.00	\$148,500.00	12-wks
#2	4	New 100 KW Generator	TAYLOR TR125	\$49,500.	\$198,000	12-wks
#3	2	New 150 KW Generator	TAYLOR TMC150	\$65,000.00	\$130,000.00	12-wks

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda:
(Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: Hugg & Hall Equipment Company

ADDRESS OF BIDDER: Corp HQ: P.O. Box 194110, Little Rock, AR 72219

Local bidding branch: 110 Bourg LaRose Hwy, Bourg, LA 70343

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): Jonathan Brown

OFFICIAL BID FORM
SECTION "A"
(Continued)

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER ** 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Vice President of Finance

DATE: May 29, 2018

**** Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

Bid 18-DRA-23 Purchase of New Emergency Generators
Bid Date & Time: Wednesday May 20, 2018 @ 1:00 P.M. CST

BIDDER:	BID AMOUNT
<p>Hugg & Hall Equipt. Co.</p>	<p>Item #1 Unit Price: \$ <u>49,500⁰⁰</u> Item #2 Unit Price: \$ <u>49,500⁰⁰</u> Item #3 Unit Price: \$ <u>65,000⁰⁰</u></p>
<p>REECO Rental & Supply, Inc.</p>	<p>Item #1 Unit Price: \$ <u>75,603⁰⁰</u> Item #2 Unit Price: \$ <u>75,603⁰⁰</u> Item #3 Unit Price: \$ <u>86,935⁰⁰</u></p>
<p>M+L Engine</p>	<p>Item #1 Unit Price: \$ <u>22,989⁰⁰</u> Item #2 Unit Price: \$ <u>26,471⁰⁰</u> Item #3 Unit Price: \$ <u>31,105⁰⁰</u></p>
	<p>Item #1 Unit Price: \$ _____ Item #2 Unit Price: \$ _____ Item #3 Unit Price: \$ _____</p>



Monday, June 25, 2018

Item Title:

2018 Various Items for Budget Amendment

Item Summary:

CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Parish Prisoners Fund, \$1,170
 - II. Houma Police Department, \$6,901
 - III. General Fund, Coroner's Office, \$22,011
 - IV. General Fund - Housing and Human Services, \$5,000
 - V. Houma Fire Department, \$4,085
 - VI. Country Drive Improvements Project, \$184,764
 - VII. Animal Shelter Building, (\$83,800)
 - VIII. Animal Shelter Building, \$8,535
 - IX. FMA Flood Mitigation, \$317,331
 - X. Bayou Black Pump Station, \$1,250,427
- and calling a public hearing on said matter on July 11 at 6:30 pm

ATTACHMENTS:

Description	Upload Date	Type
2018 Various Items for Budget Amendment	6/21/2018	Executive Summary
2018 Various Items for Budget Amendment	6/21/2018	Budget Amendment
2018 Various Items for Budget Amendment	6/21/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
<p>AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.</p> <ul style="list-style-type: none"> I. Parish Prisoners Fund, \$1,170 II. Houma Police Department, \$6,901 III. General Fund, Coroner's Office, \$22,011 IV. General Fund - Housing and Human Services, \$5,000 V. Houma Fire Department, \$4,085 VI. Country Drive Improvements Project, \$184,764 VII. Animal Shelter Building, (\$83,800) VIII. Animal Shelter Building, \$8,535 IX. FMA Flood Mitigation, \$317,331 X. Bayou Black Pump Station, \$1,250,427

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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><u>NO</u></td> <td style="text-align: center; padding: 5px;">YES</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	<u>NO</u>	YES	IF YES AMOUNT BUDGETED:	
<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

_____/ June 21, 2018

Signature

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Parish Prisoners Fund, \$1,170
- II. Houma Police Department, \$6,901
- III. General Fund, Coroner's Office, \$22,011
- IV. General Fund - Housing and Human Services, \$5,000
- V. Houma Fire Department, \$4,085
- VI. Country Drive Improvements Project, \$184,764
- VII. Animal Shelter Building, (\$83,800)
- VIII. Animal Shelter Building, \$8,535
- IX. FMA Flood Mitigation, \$317,331
- X. Bayou Black Pump Station, \$1,250,427

SECTION I

WHEREAS, the Parish Prisoner Fund received \$1,170 reimbursement for damages that occurred to the security gate, and

WHEREAS, this reimbursement needs to be reflected in the Building Repairs account for the impending repairs to the security gate.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended to recognize the reimbursement for damages that occurred to the security gate. (Attachment A)

SECTION II

WHEREAS, the Houma Police Department received \$6,901 reimbursement for damages occurred to unit #223, and

WHEREAS, this reimbursement needs to be reflected in the Paint/Body Repairs account for the impending repairs to the vehicle.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended to recognize the reimbursement for damages occurred to the Houma Police Department vehicle. (Attachment B)

SECTION III

WHEREAS, Administration is requesting funding of a vehicle for the Coroner's Office, and

WHEREAS, the funding source is from the General Fund, fund balance for \$22,011.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended to recognize the funding of a vehicle for the Coroner's Office. (Attachment C)

SECTION IV

WHEREAS, the General Fund, Housing and Human Services Department has received funds for the annual lease payment for the Houma School Apartments for \$5,000, and

WHEREAS, these funds will be used to supplement grant program activities and costs.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended in the General Fund, Housing and Human Services Department. (Attachment D)

SECTION V

WHEREAS, the Houma Fire Department received \$4,085 reimbursement for damages occurred to the computer and phone system, and

WHEREAS, this reimbursement needs to be reflected in the Computer Equipment account for the repairs to the computer and phone system.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended in the Public Safety Fund, Houma Fire Department. (Attachment E)

SECTION VI

WHEREAS, funding is needed for the Country Drive Improvements Project, and

WHEREAS, the funding source is from the completed Bayou Gardens Extension Project for \$184,764.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Country Drive Improvements Project. (Attachment F)

SECTION VII

WHEREAS, the Animal Shelter Building Project receives funding from Facility Planning & Control, and

WHEREAS, Facility Planning & Control decreased their funding by \$83,800 for the Animal Shelter Building Project.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Animal Shelter Building Project. (Attachment G)

SECTION VIII

WHEREAS, funding is needed for the Animal Shelter Building Project, and

WHEREAS, the funding source is from the Animal Shelter donations account for \$8,535.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Animal Shelter Building. (Attachment H)

SECTION IX

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 August 7, 2017, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate severe repetitive loss structures was approved by FEMA July 31, 2017, and

WHEREAS, the approved funding under FMA-PJ-06-LA-2016-009 to elevate or otherwise mitigate approximately two (2) flood damaged structures in the Parish for \$317,331, 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 FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended for the Flood Mitigation Assistance Program. (Attachment I)

SECTION VI

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

WHEREAS, the funding source is from GoMesa funds for \$1,250,427.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Bayou Black Pump Station Project. (Attachment J)

Prepared By: Finance Department
PC File: 2018-Various Items - L
Date Prepared: 6/20/18 BA #16

ATTACHMENT A - Parish Prisoner Fund

	2018		
	Adopted	Change	Amended
Compensation Property Damange	-	(1,170)	(1,170)
Building Repairs	120,958	1,170	122,128

ATTACHMENT B - Houma Police Department

	2018		
	Adopted	Change	Amended
Compensation Property Damage	-	(6,901)	(6,901)
Paint/Body Repairs	10,000	6,901	16,901

ATTACHMENT C - Coroner's Office

	2018		
	Adopted	Change	Amended
Motor Vehicles	-	22,011	22,011
Fund Balance (decrease)	n/a	(22,011)	n/a

ATTACHMENT D - Housing and Human Services

	2018		
	Adopted	Change	Amended
Client Services	-	5,000	5,000
Fund Balance (decrease)	n/a	(5,000)	n/a

ATTACHMENT E - Houma Fire Department

	2018		
	Adopted	Change	Amended
Compensation Property Damage	-	(4,085)	(4,085)
Computer Equipment	-	4,085	4,085

ATTACHMENT F - Country Drive Improvement Project

	2018		
	Adopted	Change	Amended
Country Drive Improvements	576,996	184,764	761,760
Bayou Gardens Extension	119,366	(119,366)	-
Transfer from Road Construction Fund	(250,000)	(184,764)	(434,764)
Transfer to 1998 Public Impr Constr	250,000	184,764	434,764
Bayou Gardens Extension	65,398	(65,398)	-

ATTACHMENT G - Animal Shelter Building

	2018		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
New Animal Shelter Building	166,535	(83,800)	82,735
FP&C Animal Shelter	(105,430)	83,800	(21,630)

ATTACHMENT H - Animal Shelter Building

	2018		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
New Animal Shelter Building	82,735	8,535	91,270
Transfer from General Fund	(156,854)	(8,535)	(165,389)
Transfer to Capital Projects Control	156,854	8,535	165,389
General Fund (decrease)	n/a	(8,535)	n/a

ATTACHMENT I - FMA Flood Mitigation

	2018		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Elevation FMA-PJ-06-LA2016-09	-	317,331	317,331
Fed FMA La2016-009	-	(317,331)	(317,331)

ATTACHMENT J - Bayou Black Pump Station

	2018		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
GOM Energy Security Act GOMESA	-	(1,250,427)	(1,250,427)
Transfer to Parishwide Drainage Constr		1,250,427	1,250,427
Transfer from Coastal Restore/Preserv		(1,250,427)	(1,250,427)
Bayou Black Pump Station	8,720,258	1,250,427	9,970,685

Section I



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



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768
HOUMA, LOUISIANA 70361

“Memorandum”

TO: Customer Service Representative
FROM: Loretta Guidry/ Risk Management Dept.
DATE: June 14, 2018
SUBJECT: Damage to Security Gate

Attached, please find **check #001693** the amount of **\$ 1,170.00** made payable to TPCG for damages to security gate. Please deposit this check into the proper account for Terrebonne Parish Criminal Jail (**Account #203-000-6912-00**).

If you have any questions regarding the above, please call at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

/lg

CC (Hard Copy): Claim File
Subrogation Recovery File

CC (Electronically): Kayla Dupre, Accounting
Rayanna Smith, Accounting
David Drury, GOVT Building
Junius Portier, Operation Supervisor

ACCT: 203-000-6912-00
 PARISH PRISONERS FUND
 NO DEPARTMENT NAME
 COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	10,958	10,958.07-	0	0
2018	0	1,288.99-	0	1,289
CLOSED:				
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	1,037.33-	N/A	1,037
2016	0	300.00-	N/A	300

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

ACCT: 203-201-8412-01
 PARISH PRISONERS FUND
 PARISH PRISONERS
 BUILDING REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	140,958	146,955.15	0	5,997-
2018	120,958	31,839.40	490	88,629
CLOSED:				
2011	100,000	89,708.84	N/A	10,291
2012	125,000	73,881.02	N/A	51,119
2013	147,747	94,587.32	N/A	53,160
2014	171,315	173,576.36	N/A	2,261-
2015	153,000	98,674.57	N/A	54,325
2016	150,000	82,419.90	N/A	67,580

ENTER = CONTINUE CF02 = INPUT SCR CF04 = DSP ACCOUNT EXCEEDS BUDGET AMOUNT
 CF01 = EXIT CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section II

Kayla Dupre

From: John Burt
Sent: Friday, June 08, 2018 1:40 PM
To: Kayla Dupre
Cc: Loretta Lambert
Subject: RE: Corrected information on Memorandum

Unit 223.

Sincerely,

JOHN M. BURT, CSP, ASP
Safety & Health | Risk Management
Office: 985.873.6470
email: jburt@tpcg.org



"A leader is one who knows the way, goes the way, and shows the way."

From: Kayla Dupre
Sent: Friday, June 8, 2018 8:27 AM
To: John Burt
Subject: FW: Corrected information on Memorandum

What is the unit number of the HPD vehicle involved in the accident that we received an insurance payment? Please check with Loretta Lambert for the details.

Thanks,

Kayla Dupre

Comptroller

Terrebonne Parish Consolidated Government
8026 Main St., Suite 300, Houma, LA 70360
phone: (985) 873-6452 fax: (985) 873-6457
kdupre@tpcg.org

From: Loretta Lambert
Sent: Friday, June 08, 2018 8:25 AM
To: Kayla Dupre
Subject: RE: Corrected information on Memorandum

You will have to ask John Burt

From: Kayla Dupre
Sent: Friday, June 8, 2018 7:37 AM
To: Loretta Lambert
Subject: RE: Corrected information on Memorandum

What is the vehicle unit number?

From: Loretta Lambert
Sent: Friday, June 08, 2018 6:59 AM
To: Kayla Dupre
Subject: RE: Corrected information on Memorandum

Its for the accident

From: Kayla Dupre
Sent: Thursday, June 7, 2018 3:52 PM



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



P.O. BOX 2768
HOUMA, LOUISIANA 70361

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

“Memorandum”

TO: Customer Service Teller

FROM: Loretta Guidry
Administrative Technician II

DATE: June 7, 2018

SUBJECT: Employee involved in a Car Chase on 2/4/2018 (scuffing on bumper)

Attached, please find **check # 0101572573** in the amount of **\$6,901.40** made payable to Terrebonne Parish for Employee involved in a car chase on 2/4/2018 (scuffing on bumper). Please deposit this check into the proper account for Houma Police Dept. (**Account #204-000-6912-00**).

If you have any questions regarding the above, please call at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

CC (Hard Copy): Claim File
Subrogation Recovery File

CC (Electronically): Kayla Dupre, Accounting
Paulette Garrett, Accounting
Dana Coleman, HPD
Donna Wedgeworth, HPD

ACCT: 204-000-6912-00

MAY 31, 2018 - MONTH LAST CLOSED

PUBLIC SAFETY FUND
 NO DEPARTMENT NAME
 COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	56,348	48,611.37-	0	7,737-
2018	0	12,896.18-	0	12,896
CLOSED:				
2011	0	10,348.56-	N/A	10,349
2012	0	18,965.51-	N/A	18,966
2013	0	6,786.37-	N/A	6,786
2014	8,221	15,080.54-	N/A	6,860
2015	9,130	10,837.51-	N/A	1,708
2016	42,175	42,174.55-	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF08 = PRT DETAIL

CF06 = DSP ENCUMBRANCE

ACCT: 204-211-8421-05
PUBLIC SAFETY FUND
POLICE
PAINT/BODY REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	11,000	1,356.45	0	9,644
2018	10,000	8,000.00	0	2,000
CLOSED:				
2011	15,000	13,239.34	N/A	1,761
2012	15,000	8,324.52	N/A	6,675
2013	8,000	4,151.70	N/A	3,848
2014	15,000	14,518.38	N/A	482
2015	15,000	4,630.00	N/A	10,370
2016	21,131	5,846.50	N/A	15,285

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL
CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section III

Kayla Dupre

From: Kandace Mauldin
Sent: Friday, June 08, 2018 8:15 AM
To: Kayla Dupre
Subject: Coroner - Budget Amendment

We need to do a budget amendment for a transfer to the Coroner's office for the purchase of a new vehicle.

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



Kayla Dupre

From: Gina Bergeron
Sent: Friday, June 08, 2018 9:49 AM
To: Kayla Dupre
Cc: Angela Guidry; Sharon Celestin
Subject: FW: Coroner Vehicle

Good Morning Kayla,

Coroner's Office Quote for the Van from Frank at Southland Dodge:

2018 Dodge Grand Caravan SE state contract vehicle	\$20694
Add Uconnect hands-free group	614
Bluetooth capable radio w/voice command	
Leather wrapped steer wheel w/audio controls	
Sirius Satellite radio	600
Add local dealer prep as per LARS 39:1710	8
Add DEQ tire fee	20
Add 2 year inspection tag	
Add State admin fee .35%	74.58
Color: Granite (gray)	
Does NOT have spare tire	
Total	\$22010.58

Please call me if you have any questions

Have a Great Weekend,
Gina Bergeron
Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363
Ph: 985-580-7272
Fx: 985-580-7225
Email: gbergeron@tpcg.org

**Go Green! Please consider the environment before printing this email.
REDUCE, RECYCLE, REUSE**



From: Angela Guidry
Sent: Friday, June 8, 2018 9:19 AM
To: Gina Bergeron
Subject: FW: Coroner Vehicle

Please give Kayla the cost.

From: Kayla Dupre
Sent: Friday, June 08, 2018 8:58 AM
To: Angela Guidry
Subject: Coroner Vehicle

I will need to do a budget amendment for the Coroner vehicle. What is the cost?

Thanks,

Kayla Dupre
Comptroller

Rayanna Smith

From: Darrel Waire
Sent: Friday, June 08, 2018 9:03 AM
To: Rayanna Smith
Subject: Budget Amendment
Attachments: 2018 VOA Lease Payment.pdf

Rayanna,

Was there a budget amendment to add the \$5,000.00 from the VOA payment to our Client Services 151-653-8353-01? I have been looking through the Detail Statement of Expenditures and Transfers Out report and don't see it.

Darrel W. Waire, Director
Housing and Human Services
Terrebonne Parish Consolidated Government
809 Barrow Street
Houma, Louisiana 70360
Office: (985) 873-6892
Fax: (985) 873-6880



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Section II



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



P.O. BOX 2768
HOUMA, LOUISIANA 70361

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

“Memorandum”

TO: Customer Service Representative
FROM: Loretta Guidry, Risk Management Dept.
DATE: June 7, 2018
SUBJECT: Damage to computer and phone system

Attached, please find check #0000482911 in the amount of **\$1146.00** made payable to Terrebonne Parish for damages to computer and phone system. Please deposit this check into the proper account for the **Houma Fire Department (Account #204-000-6912-00)**.

If you have any questions regarding the above, please call at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

CC (Hard Copy): Claim File
Subrogation Recovery File

CC (Electronically): Kayla Dupre, Accounting
Rayanna Smith, Accounting
Keith Ward, HFD
Kim Dupre, HFD
Linda Loupe, HFD

8915-04



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



P.O. BOX 2768
HOUMA, LOUISIANA 70361

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

“Memorandum”

TO: Customer Service Representative
FROM: Loretta Guidry, Risk Management Dept.
DATE: June 7, 2018
SUBJECT: Damage to computer and phone system

Attached, please find check #0000482912 in the amount of \$2939.38 made payable to Terrebonne Parish for damages to computer and phone system. Please deposit this check into the proper account for the Houma Fire Department (Account #204-000-6912-00).

If you have any questions regarding the above, please call at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

CC (Hard Copy): Claim File
Subrogation Recovery File

CC (Electronically): Kayla Dupre, Accounting
Rayanna Smith, Accounting
Keith Ward, HFD
Kim Dupre, HFD
Linda Loupe, HFD

ACCT: 204-000-6912-00
PUBLIC SAFETY FUND
NO DEPARTMENT NAME
COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	56,348	48,611.37-	0	7,737-
2018	0	12,896.18-	0	12,896
CLOSED:				
2011	0	10,348.56-	N/A	10,349
2012	0	18,965.51-	N/A	18,966
2013	0	6,786.37-	N/A	6,786
2014	8,221	15,080.54-	N/A	6,860
2015	9,130	10,837.51-	N/A	1,708
2016	42,175	42,174.55-	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 204-222-8915-04
PUBLIC SAFETY FUND
FIRE - URBAN
COMPUTER EQUIPMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	0	.00	0	0
2018	0	3,939.38	0	3,939-
CLOSED:				
2011	24,452	1,572.45	N/A	22,880
2012	22,880	9,311.09	N/A	13,569
2013	13,569	1,040.37	N/A	12,529
2014	18,529	.00	N/A	18,529
2015	40,529	16,380.09	N/A	24,149
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP ACCOUNT EXCEEDS BUDGET AMOUNT
 CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ACCOUNT EXCEEDS BUDGET AMOUNT
 CF08 = PRT CF08 = PRT CF08 = PRT ACCOUNT EXCEEDS BUDGET AMOUNT

Section VI

Felicia Aubert

From: Kandace Mauldin
Sent: Wednesday, June 20, 2018 11:01 AM
To: Kayla Dupre; Felicia Aubert
Subject: FW: Requested Budget Amendment - Country Drive

From: Jeanne Bray
Sent: Wednesday, June 20, 2018 11:00 AM
To: Kandace Mauldin
Cc: Madeleine Bodin; Joan Schexnayder; David Rome
Subject: Requested Budget Amendment - Country Drive

Kandace,

We are requesting Finance to transfer funds from a completed project into one that is in construction. Country Drive will be finishing up soon and will require more funding than what is currently budgeted. Bayou Gardens Extension is a completed project with surplus funds. We are requesting that the remaining funds in Bayou Gardens Extension (Acct. Nos. 661-310-8916-74 and 698-310-8916-74) which totals \$184,764, be moved to the Country Drive Project (Acct. No. 661-310-8916-04). This will help us complete the Country Drive Project.

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government (TPCG)
www.tpcg.org/engineering
985.873.6841 (Office)
985.873.6874 (Fax)



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**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

**661-310-8916-04
COUNTRY DRIVE IMPROVEMENTS
PROJECT # 97-PAV-21
R:661-000-6315-04**

ANNUAL COST OF OPERATING AND MAINTAINING

TOTAL FUNDING	\$	8,174,277	
EXPENDITURES THRU 12/31/16		(7,412,517)	\$ 335,915 (ESTIMATED)
PROJECT BALANCE	\$	761,759	

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Sep-93	ORD 5107	MARCH 1993 BOND ISSUE	55,268						
Sep-93	ORD 5107	DEPT. OF TRANSPORTATION & DEV.	221,072						
Sep-93	ORD 5107	SEPTEMBER 1996 BOND ISSUE	340,421						
Sep-93	ORD 5107	DEPT. OF TRANSPORTATION & DEV.	1,361,685						
Jul-97	LIA 043	TO 661-310-8916-01 (BOND FUNDS)	(395,689)						
Jul-97	LIA 043	DELAYED DOTD FUNDING TO 2002	(1,582,757)						
Sep-97	LIA 046	FROM VARIOUS CLEAN-UPS	83,186						
Jan-98	ORD 5854	FUND 151 GENERAL FUND	900,000						
Jan-98	C/O ADJ	DEPT. OF TRANSPORTATION & DEV.	11,245						
Dec-98	LIA 081	DEPT. OF TRANSPORTATION & DEV.	321,569						
Jan-99	ORD 5988	DEPT. OF TRANSPORTATION & DEV.	3,600,000						
Jan-00	ORD 6135	FUND 151 GEN FUND (VIDEO POKER)	-						
Jan-00	ORD 6135	D O T D	-						

CONTINUED ON NEXT PAGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

**661-310-8916-04
COUNTRY DRIVE IMPROVEMENTS (CONTINUED)
PROJECT # 97-PAV-21**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Jan-01	ORD 6352	GENERAL FUND	107,206						
Jan-01	ORD 6352	REDUCE GENERAL FUND	(107,206)						
Jan-06	ORD 7061	FD 251 ROAD & BRIDGE FUND	562,000						
Jan-06	ORD 7061	FD 255 1/4% CAPITAL SALES TAX	574,000						
Jan-12	ORD 8076	FD 255 1/4% CAPITAL SALES TAX	200,000						
Sep-16	ORD 8775	FROM 661-310-8916-35 FD 251	5,356						
Sep-16	ORD 8775	FROM 661-310-8916-50 FD 661	84,460						
Sep-16	ORD 8775	FROM 661-310-8916-52 FD 255	102,915						
Sep-16	ORD 8775	FROM 661-310-8916-54 FD 251	17,231						
Sep-16	ORD 8775	FROM 661-310-8916-75 FD 251	150,000						
Sep-16	ORD 8775	FROM 661-310-8916-85 FD 661	19,865						
Feb-17	ORD 8816	D O T D		1,107,686					
Jan-18	ORD 8915	FROM 698-310-8916-74 FD 151			250,000				
Jul-18	PENDING BA	FROM 661-310-8916-74 FD 151			119,366				
Jul-18	PENDING BA	FROM 698-310-8916-74 FD 151			65,398				
LESS PRIOR YEARS EXPENDITURES			(7,412,517)						
FUNDS AVAILABLE			\$ (780,690)	\$ 1,107,686	\$ 434,764	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: T. BAKER SMITH, LLC
MEYER ENGINEERING**
CONTRACTOR: HUEY STOCKSTILL, INC

DESCRIPTION: UPGRADE 2-LANED ROADWAY TO CURRENT STANDARDS, FEATURE TWO 12-FOOT LANES, AN 8-FOOT SHOULDER, SUBSURFACE DRAINAGE, AND RECONSTRUCTION OF ST ANNE BRIDGE.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 698 - 1998 PUBLIC IMPROVEMENT CONSTRUCTION FUND**

698-310-8916-74
BAYOU GARDENS BOULEVARD

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/16		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Jan-14	ORD 8376	FROM 698-310-8916-01 FD 698 UNALLOCATED INTEREST	157,398						
Jan-14	ORD 8376	FROM 698-310-8916-01 FD 151 GENERAL FUND	158,000						
Dec-17	ORD 8915	TO 661-310-8916-04 FD 151			(250,000)				
Jul-18	PENDING BA	TO 661-310-8916-04 FD 151			(65,398)				
LESS PRIOR YEARS EXPENDITURES									
FUNDS AVAILABLE			\$ 315,398	\$ -	\$ (315,398)	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: TO CONTINUE BAYOU GARDENS BLVD FROM
COTEAU ROAD TO BAYOU BLUE ROAD.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

**661-310-8916-74
BAYOU GARDENS EXTENSION
PROJECT # 07-EXT-22**

TOTAL FUNDING	\$	8,434,634
EXPENDITURES THRU 12/31/16		(8,434,634)
PROJECT BALANCE	\$	(0)

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Jan-01	ORD 6352	FUND 661 UNALLOCATED INTEREST	5,000						
Jan-06	ORD 7061	FUND 251 ROAD & BRIDGE FUND	703,000						
Jan-10	ORD 7744	FUND 151 GENERAL FUND	427,000						
Jan-10	ORD 7744	FUND 661 UNALLOCATED INTEREST	73,000						
Jan-10	ORD 7767	FUND 151 GENERAL FUND	425,000						
Jan-14	ORD 8376	FUND 255 1/4% SALES TAX	1,750,000						
Jan-14	ORD 8376	FUND 251 ROAD & BRIDGE FUND	517,241						
Jan-14	ORD 8376	FROM 661-310-8916-28 FD 151 GEN FUNC	631,271						
Jan-14	ORD 8376	FROM 698-310-8916-01 FD 151 GENRAL F	132,759						
Jul-14	ORD 8449	FROM 661-310-8916-47 FD 151 GEN FUNC	1,371,729						
Apr-15	ORD 8536	FUND 255 1/4% SALES TAX	1,700,000						
Sep-15	ORD 8638	FROM 661-310-8916-47 FD 255	200,000						
Feb-17	ORD 8819	FROM 661-310-8916-28 FD 255		450,000					
Feb-17	ORD 8819	FROM 661-310-8916-47 FD 151 GEN FUND		168,000					
Jan-18	ORD 8915	EXCHANGE FUNDS 151			(168,000)				
Jan-18	ORD 8915	EXCHANGE FUNDS 255			168,000				
Jul-18	PENDING BA	TO 661-310-8916-04 FD 151			(119,366)				
LESS PRIOR YEARS EXPENDITURES			(8,434,634)						
FUNDS AVAILABLE			\$ (498,634)	\$ 618,000	\$ (119,366)	\$ -	\$ -	\$ -	\$ -

* 1,700,000 adopted 2016 Budget, dedication pending

**ENGINEER/ARCHITECT: T BAKER SMITH, INC.
NEEL-SHAFFER, INC**
CONTRACTOR: BYRON E. TALBOT CONTRACTOR, LLC

**DESCRIPTION: TO CONTINUE BAYOU GARDENS BLVD FROM
COTEAU ROAD TO BAYOU BLUE ROAD.**

ACCT: 661-310-8916-04
ROAD CONSTRUCTION FUND
ROADS & BRIDGES
COUNTRY DRIVE IMPROVEMENTS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	2,275,625	1,948,629.45	0	326,996
2018	576,996	277,709.42	153,724	145,563
CLOSED:				
2011	4,573,258	315,035.58	N/A	4,258,222
2012	4,458,222	247,971.79	N/A	4,210,250
2013	4,210,251	356,979.87	N/A	3,853,271
2014	3,853,271	197,048.87	N/A	3,656,222
2015	3,656,222	1,154.03	N/A	3,655,068
2016	4,034,895	2,866,956.25	N/A	1,167,939

ENTER = CONTINUE

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

ACCT: 661-310-8916-74
ROAD CONSTRUCTION FUND
ROADS & BRIDGES
BAYOU GARDENS EXTENSION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	1,121,450	1,002,084.40	0	119,366
2018	119,366	.00	0	119,366
CLOSED:				
2011	1,543,366	228,023.25	N/A	1,315,343
2012	1,315,343	.00	N/A	1,315,343
2013	1,315,343	829,601.80	N/A	485,741
2014	4,888,741	503,692.19	N/A	4,385,049
2015	4,585,049	.00	N/A	4,585,049
2016	6,285,049	5,781,599.14	N/A	503,450

ENTER = CONTINUE

CF04 = DSP DETAIL

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

ACCT: 661-000-7106-98
ROAD CONSTRUCTION FUND
NO DEPARTMENT NAME
1998 PUBLIC IMPROV FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	22,192	22,192.00-	0	0
2018	250,000	250,000.00-	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	4,500,000	4,500,000.00-	N/A	0
2014	222,759	222,759.00-	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

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

Section VII

Felicia Aubert

From: Lyle Savant [Lyle.Savant@LA.GOV]
Sent: Tuesday, May 22, 2018 9:49 AM
To: Madeleine Bodin; Jeanne Bray
Cc: Felicia Aubert
Subject: RE: C.O. #6 & Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)
Attachments: Final RDs.pdf; Disb TerrParish AnimalShelter.xls

Thank you Madeleine.

Jeanne,

The State will not be participating in C.O. #6, since Substantial Completion was issued prior to its execution. However, since the Parish exceeded its 25% Match Requirement, this Office will obligate the remaining \$23.17 in State Funds towards the Base Contract. Therefore, State Participation on this project is as follows:

- Base Contract / Original State Share at Concurrence = \$438,000
- Change Order #3 = \$16,176.83
- Base Contract / Increased State Share (add. \$23.17) = \$438,023.17

• **Total State Share = \$454,200**

RD's 6 & 7 are the State's Final Payment and closes out this project. Please see the attached documents for your records.

I enjoyed working with all of you on this project. Please forward (2) photos (1 interior & 1 exterior).

With regards,

Lyle E. Savant, Arch.

FP&C Project Manager
State of Louisiana - Div. of Admin.



Claiborne Building
1201 N. 3rd St., Suite 7-160
Baton Rouge, LA 70804
(225) 219-1154
Lyle.Savant@LA.GOV

Project Guidelines Link:
<http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>

* De-obligation needs to be done
per \$63,000
65A-442-8911-10 - \$63,000
65A-000-6242-04 + \$63,000

From: Madeleine Bodin [mailto:mbodin@tpcg.org]
Sent: Monday, May 21, 2018 3:18 PM
To: Lyle Savant <Lyle.Savant@LA.GOV>
Cc: Felicia Aubert <faubert@tpcg.org>; Jeanne Bray <jbray@tpcg.org>
Subject: RE: C.O. #6 - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Mr. Savant.

Animal Shelter	money received
279,793.31	expected
97,164.76	not getting
34,612.71	
20,715.06	
283.89	
14,666.16	
6,964.11	438,000.00
	(924,136.58)
454,200.00	100,000.00
(538,000.00)	491,566.85
	(14,666.16)
	(6,964.11)
	83,800.00

Revenue: 659-000-6342-04

853464

Felicia Aubert

From: Lyle Savant [Lyle.Savant@LA.GOV]
Sent: Monday, August 22, 2016 1:47 PM
To: Jeanne Bray
Subject: RE: Terrebonne Parish Animal Shelter Facility, Planning, Construction & Equipment (Terrebonne) / 50-J55-14-05 (PF); Change Order No. 4;

Jeanne,

The Bond Commission did not Re-Authorized all P1 CLOC in full, only for the obligated amounts; hence the State Funds were reduced by \$83,800. This Office has obligated \$454,176.83 to the contract, which is all we can pay.

Please E-mail me if I can further assist you.

With regards,

Lyle E. Savant, Arch.

FP&C Project Manager
State of Louisiana - Div. of Admin.



Charlborne Building
1201 N. 3rd St., Suite 7-160, Office 7-173
Baton Rouge, LA 70804
(225) 219-1154
(225) 342-7624
Lyle.Savant@LA.GOV

Project Guidelines Link:

<http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>

From: Jeanne Bray [mailto:jbray@tpcg.org]
Sent: Thursday, August 11, 2016 4:10 PM
To: Lyle Savant
Subject: RE: Terrebonne Parish Animal Shelter Facility, Planning, Construction & Equipment (Terrebonne) / 50-J55-14-05; Change Order No. 4;

Lyle,

Thanks for your quick response. I am confused, maybe you can help me out?

It is my understanding from the CEA that FP&C is participating in \$550k, where \$12k will be used for Administration Fees, so a total of \$538k would be allowed to TPCG to construct this project. I have conferred with our finance department as to what reimbursement requests have been made to ya'll. It is my understanding that they have made the second request as late as yesterday (both are attached). I understand that to date we have been reimbursed an amount of \$279,793.31 for the 1st pay request.

Last Change Order FP&C participated in at a percentage of 10.34 (see attachment CO#3). Your response of "due to there being no remaining unobligated funds" has confused me and so this is why I am asking for clarification.

My main concern is that we can count on the full amount of \$538k for the project. Can you confirm that the parish will be receiving the entire \$538k amount?

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government (TPCG)
www.tpcg.org/engineering
985.873.6841 (Office)
985.873.6874 (Fax)



Please consider the environment before printing this email.

From: Lyle Savant [<mailto:Lyle.Savant@LA.GOV>]

Sent: Thursday, August 11, 2016 11:15 AM

To: Jeanne Bray

Subject: RE: Terrebonne Parish Animal Shelter Facility, Planning, Construction & Equipment (Terrebonne) / 50-J55-14-05; Change Order No. 4;

Jeanne,

The Draft Change Order No. 4 appears to have adequate back-up. This Office will be unable to participate financially, due to there being no remaining unobligated funds. However, this Office will recognize the additional Contract Time to accomplish the work.

Please mail a copy of the Executed version for this Office's Records.

Please E-mail me if I can further assist you.

With regards,

Lyle E. Savant, Arch.

FP&C Project Manager
State of Louisiana - Div. of Admin.



Clairborne Building

1201 N. 3rd St., Suite 7-160, Office 7-173

Baton Rouge, LA 70804

(225) 219-1154

(225) 342-7624

Lyle.Savant@LA.GOV

Project Guidelines Link:

<http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>

From: Jeanne Bray [<mailto:jbray@tpcg.org>]

Sent: Thursday, August 11, 2016 9:33 AM

To: Lyle Savant

Subject: FW: Terrebonne Parish Animal Shelter Facility, Planning, Construction & Equipment (Terrebonne) / 50-J55-14-05; Change Order No. 4;

Lyle,

Could you be so kind as to review this proposed Change Order No. 4 for the Animal Shelter? We have a Council Meeting deadline mid-next week that we would like to be able to make with this proposed change order. Please review and if you have any comments we will be glad to revise anything necessary to obtain your approval. See a summary of the change order below.

Thanks!!!

Jeanne P. Bray

Capital Projects Administrator

Terrebonne Parish Consolidated Government (TPCG)

www.tpcg.org/engineering

985.873.6841 (Office)

985.873.6874 (Fax)



Please consider the environment before printing this email.

From: Madeleine Bodin
Sent: Thursday, August 11, 2016 9:28 AM
To: Jeanne Bray
Subject: Animal Shelter Change Order No. 4

Jeanne,

Attached is Change Order No. 4 for FP&C review and approval. Hard copy is on its way to Mr. Savant.

The Change Order includes:

- Lighting requested by owner for \$6,773.50,
- Brick monument sign for \$4,111.00,
- Revised drainage pipe for \$3,613.30,
- Additional pipe at downspouts for \$4,053.75, and
- Downspout reworking for \$299.00.

Construction Cost will increase by \$30,162.55 and Construction Contract Time will increase 19 days.

Madeleine M. Bodin, E.I.
Engineer In Training
Terrebonne Parish Consolidated Government
T.P.C.G. Engineering Division
mbodin@tpcg.org
(985) 873-6723 Direct Line
(985) 873-6720 Office
(985) 873-6874 Fax

FP&C Project & WBS No.: 50-J55-14-05 / F.50000451
 Contract No.: 4400012660
 Total Cash/CLOC Budget: \$454,200.00
 NCLOC Budget: \$0.00
 Match 25%: \$155,400.00

Project: Terrebonne Parish Animal Shelter Facility, Planning, Construction & Equipment (Terrebonne)
 Entity: Terrebonne Parish Consolidated Government
 Contact: Ms. Jeanne P. Bray, Ph.985-873-6841 , jbray@tpcg.org

EFT: ✓ or X

\$0.00
0

Disbursement Budgets:

0.00	53,000.00	75,900.00	26,500.00	0.00
<u>Land</u>	<u>Planning</u>	<u>Construction</u>	<u>Misc.</u>	<u>Equip.</u>
0.00	0.00	454,200.00	0.00	0.00
<u>Request Amount</u>				

Difference
(requested - disbursed)

Reason for Difference

Disbursement Requests

No.	Date	Inv. No.	Purpose
1	05/04/16	1-9	B.E.T. Construction, Inc.
2	09/01/16	10-12	B.E.T. Construction, Inc.
3	09/21/16	13	B.E.T. Construction, Inc.
4	12/22/16	14-15	B.E.T. Construction, Inc.
5	03/06/17	16	B.E.T. Construction, Inc.
6	05/21/18	17	B.E.T. Construction, Inc.
7	05/22/18	18	B.E.T. Construction, Inc.

279,793.31	97,164.76	34,612.71	20,715.06	283.89	14,666.16	6,964.11
2,708,550.92	958,232.55	334,745.78	201,901.15	2,915.43	143,068.33	89,580.64

2,428,757.61
861,067.79
300,133.07
181,186.09
2,631.54
128,402.17
82,616.53

State Share = 10.33% thru C.O. No.2 (Both confirmed in Doc File)
 See State Share Highlighted Below
 See State Share Highlighted Below
 See State Share Highlighted Below
 See State Share Highlighted Below & wrong amount on RD
 Retainage Payment
 Closeout (Punch-List & remaining State Funds)

Total Disbursements per Category:
Balance Per Category:

0.00	0.00	454,200.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00

Total Disbursements: 454,200.00
 Total Appropriation Balance: 0.00

Obligated

		Eligible	Paid to date	Remain Payments	Contract	State Share	Contract Time	Substant Complete
05/14/15	CONST	B.E.T. Construction, Inc.	438,023.17		4,235,000.00	10.34293%	270	07/23/15
02/03/16		CO #1 (Meter Trench Drain & rain)	0.00		3,883.44	10.33346%	10	04/18/16
02/26/16		CO #2 (camera, window, plenum & rain)	0.00		(830.69)	10.33548%	6	04/28/16
04/22/16		CO #3 (signage, conc, >canopy & rain)	16,176.83		156,448.07	10.14216%	39	05/04/16
08/11/16		CO #4 (Misc. Entity requested items)	0.00		30,162.55	10.26519%	19	06/12/16
12/15/16		CO #5 (Misc. Code items)	0.00		5,830.85	10.25168%	67	07/01/16
05/21/18		CO #6 (Revise Emerg Lt & Recep Desk)	0.00		8,354.72	10.23238%	0	09/06/16
		Total Change Orders	16,176.83		203,848.94	7.93569%		09/06/16
unoblig Cn balance			0.00					
		Construction Total =	454,200.00	454,200.00	0.00	4,438,848.94	10.23238%	
unoblig total =		GRAND TOTALS =	454,200.00	454,200.00	0.00	4,438,848.94		

NTP
 State Share = \$438,000 / \$4,235,000 = 10.34%
 \$1,000/day liq damages

Match Tracking:

???	Planning
3,796,976.83	Const Cost Sharing
3,796,976.83	Total (EXCEEDED)

appropriation balance considering commitments = 0.00 7/16 \$83,800 not re-author. by Bond Comm. EDITED

NLOC = 0.00

Total unobligated funds = 0.00 PROJECT COMPLETE (as of RD #7)

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

659-442-8911-10
ANIMAL SHELTER BUILDING
PROJECT # 12-ANSLT-CDBG-61

TOTAL FUNDING	\$	5,131,568
EXPENDITURES THRU 12/31/16		(5,108,904)
PROJECT BALANCE	\$	<u>22,664</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Nov-12	ORD 8245	DONATIONS							
Nov-12	ORD 8245	FROM 151-442-8911-02 GENERAL FD	54,391						
Nov-12	ORD 8245	FROM 151-442-8911-10 GENERAL FD	30,000						
Nov-12	ORD 8245	FROM 151-442-8912-01 GENERAL FD	42,071						
Nov-12	ORD 8245	FROM 151-442-8912-02 GENERAL FD	51,986						
Nov-12	ORD 8245	FROM 151-442-8915-06 GENERAL FD	35,383						
Jul-13	ORD 8317	HMA-TERR PUB TRUST FIN AUTH	41,760						
Oct-13	ORD 8356	DONATIONS	500,000						
Oct-13	ORD 8370	FD 353 RETAINED EARNINGS	27,706						
Apr-14	ORD 8413	FROM 151-000-6741-01	1,307,000						
Apr-14	ORD 8415	GENERAL FUND (PILOT)	24,604						
Mar-15	ORD 8532	FACILITY PLANNING & CONTROL	900,000						
May-15	ORD 8557	FROM 151 FUND BALANCE	438,000						
May-15	ORD 8557	FROM 655-351-8929-14 GEN FUND	20,230						
May-15	ORD 8557	FROM 655-351-8929-70 GEN FUND	500,000						
May-15	ORD 8557	FROM 655-351-8929-93 GEN FUND	148,111						
May-15	ORD 8557	FROM 659-194-8911-01 GEN FUND	59,877						
May-15	ORD 8557	FROM 659-194-8912-07 GEN FUND	175,321						
May-15	ORD 8557	FROM 659-431-8929-29 GEN FUND	98,879						
May-15	ORD 8557	FROM 659-501-8913-09 GEN FUND	47,494						
May-15	ORD 8557	FROM 661-310-8916-05 GEN FUND	34,109						
May-15	ORD 8557	FROM 655-351-8929-14 FUND 255	40,000						
			337,981						

CONTINUED ON NEXT PAGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-442-8911-10
ANIMAL SHELTER BUILDING (CONTINUED)
PROJECT # 12-ANSLT-CDBG-61**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
May-15	ORD 8557	FROM 655-351-8929-25 FUND 255	68,054						
May-15	ORD 8557	FROM 659-804-8915-01 FUND 255	10,544						
May-15	ORD 8557	FROM 661-310-8916-05 FUND 255	7,143						
May-15	ORD 8557	FROM 661-310-8916-13 FUND 255	45,814						
May-15	ORD 8557	FROM 661-310-8916-38 FUND 255	36,375						
May-16	ORD 8705	FACILITY PLANNING & CONTROL	100,000						
Oct-16	ORD 8786	DONATIONS	18,000						
Nov-17	ORD 8900	FROM 151-442-8915-06		6,000					
Jul-18	PENDING BA	DE-OB FACILITY PLANNING & CONTROL			(83,800)				
Jul-18	PENDING BA	DONATIONS			8,535				
LESS PRIOR YEARS EXPENDITURES			(5,108,904)						
FUNDS AVAILABLE			\$ 91,929	\$ 6,000	\$ (75,265)	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: PEREZ, APC
CONTRACTOR: B.E.T. CONSTRUCTION**

DESCRIPTION: TO BUILD A NEW ANIMAL SHELTER IN GRAY.
MAIN PROJECT BEING FUNDED BY OCD/CDBG
GRANT IN FUND 641.

ACCT: 659-442-8911-10
CAPITAL PROJECTS CONTRL
ANIMAL CONTROL
NEW ANIMAL SHELTER BUILDING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	97,929	68,605.57-	0	166,535
2018	166,535	91,269.39	0	75,266
CLOSED:				
2011	0	.00	N/A	0
2012	255,591	.00	N/A	255,591
2013	2,090,297	54,898.45	N/A	2,035,399
2014	2,960,003	131,021.54	N/A	2,828,981
2015	4,896,913	1,709,210.31	N/A	3,187,703
2016	3,305,703	3,213,773.60	N/A	91,929

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 659-000-6342-04
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
FP&C ANIMAL SHELTER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	105,430	.00	0	105,430-
2018	105,430	21,630.27-	0	83,800-
CLOSED:				
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	438,000	924,136.58-	N/A	486,137
2016	100,000	491,566.85	N/A	591,567-

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

Section VIII

Felicia Aubert

From: Valerie Robinson
Sent: Wednesday, June 06, 2018 1:42 PM
To: Felicia Aubert
Cc: Kayla Dupre; Ernest Brown; Jeanne Bray; Madeleine Bodin
Subject: FW: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Felicia,

If needed, we have enough in our donations account to cover the balance of \$8,535 as requested by Jeanne. Please advise.

Best,

Valerie Robinson
Animal Shelter Manager
Terrebonne Parish Animal Shelter
100 Government St. Gray, LA 70359
(985) 873-6709
(985) 580-8150 (fax)

www.tpcg.org/animalshelter

Follow us on Facebook...search "Terrebonne Parish Animal Shelter"

Go Green!! Please consider the environment before printing this e-mail.

From: Jeanne Bray
Sent: Wednesday, June 06, 2018 1:36 PM
To: Valerie Robinson
Cc: Madeleine Bodin
Subject: RE: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Valerie,

Please let Felicia know about this and I will be sure that you are reimbursed if we receive the FP&C funding that is currently obligated to us. Thanks, as always for working with us through these difficult projects!!!

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government (TPCG)
www.tpcg.org/engineering
985.873.6841 (Office)
985.873.6874 (Fax)



+659-442-9911-10 + 8535.

Please consider the environment before printing this email.

From: Valerie Robinson
Sent: Thursday, May 31, 2018 11:46 AM
To: Jeanne Bray
Cc: Madeleine Bodin
Subject: RE: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

We have enough available funds in the donation account to cover the \$8,535 if need be. Just let me know.

Best,

Valerie Robinson
Animal Shelter Manager
Terrebonne Parish Animal Shelter
100 Government St. Gray, LA 70359
(985) 873-6709

(985) 580-8150 (fax)

www.tpcg.org/animalshelter

Follow us on Facebook...search "Terrebonne Parish Animal Shelter"

Go Green!! Please consider the environment before printing this e-mail.

From: Jeanne Bray
Sent: Wednesday, May 30, 2018 9:39 AM
To: Valerie Robinson
Cc: Madeleine Bodin
Subject: FW: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Valerie,

Can you give me a call to discuss the below email thread?

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government (TPCG)
www.tpcg.org/engineering
985.873.6841 (Office)
985.873.6874 (Fax)



Please consider the environment before printing this email.

From: Felicia Aubert
Sent: Wednesday, May 23, 2018 2:47 PM
To: Jeanne Bray
Subject: FW: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

We will need to do a budget amendment to reduce this account by the \$83,800. Once we do this we will need \$8,534.64 to cover expenses in this account. Just giving you the heads up we will need to find these funds to cover this shortfall.

Thanks,
Felicia

From: Lyle Savant [<mailto:Lyle.Savant@LA.GOV>]
Sent: Wednesday, May 23, 2018 8:20 AM
To: Jeanne Bray
Cc: Felicia Aubert; Madeleine Bodin
Subject: RE: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Jeanne,

Thank you, I will convey the message. The building looks great! Congratulations on a fine facility.

With regards,

Lyle E. Savant, Arch.

FP&C Project Manager
State of Louisiana - Div. of Admin.



Clairborne Building
1201 N. 3rd St., Suite 7-160
Baton Rouge, LA 70804
(225) 219-1154
Lyle.Savant@LA.GOV

Project Guidelines Link:

From: Jeanne Bray [<mailto:jbray@tpcg.org>]
Sent: Tuesday, May 22, 2018 1:54 PM
To: Lyle Savant <Lyle.Savant@LA.GOV>
Cc: Felicia Aubert <faubert@tpcg.org>; Madeleine Bodin <mbodin@tpcg.org>
Subject: RE: Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Lyle,

TPCG would like to express our gratitude to Facility Planning & Control for helping fund this wonderful Terrebonne Parish project. Attached are several interior photos and an exterior from the Ribbon Cutting/Grand Opening.

We also appreciate you funding the extra money as state below. If you need anything else at all, please don't hesitate to call us.

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government (TPCG)
www.tpcg.org/engineering
985.873.6841 (Office)
985.873.6874 (Fax)



Please consider the environment before printing this email.

From: Lyle Savant [<mailto:Lyle.Savant@LA.GOV>]
Sent: Tuesday, May 22, 2018 9:49 AM
To: Madeleine Bodin; Jeanne Bray
Cc: Felicia Aubert
Subject: RE: C.O. #6 & Closeout - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Thank you Madeleine.

Jeanne,

The State will not be participating in C.O. #6, since Substantial Completion was issued prior to its execution. However, since the Parish exceeded its 25% Match Requirement, this Office will obligate the remaining \$23.17 in State Funds towards the Base Contract. Therefore, State Participation on this project is as follows:

- Base Contract / Original State Share at Concurrence = \$438,000
- Change Order #3 = \$16,176.83
- Base Contract / Increased State Share (add. \$23.17) = \$438,023.17
- **Total State Share = \$454,200**

RD's 6 & 7 are the State's Final Payment and closes out this project. Please see the attached documents for your records.

I enjoyed working with all of you on this project. Please forward (2) photos (1 interior & 1 exterior).

With regards,

Lyle E. Savant, Arch.
FP&C Project Manager
State of Louisiana - Div. of Admin.



Claiborne Building
1201 N. 3rd St., Suite 7-160
Baton Rouge, LA 70804
(225) 219-1154
Lyle.Savant@LA.GOV

Project Guidelines Link:
<http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>

From: Madeleine Bodin [<mailto:mboodin@tpcg.org>]
Sent: Monday, May 21, 2018 3:18 PM
To: Lyle Savant <Lyle.Savant@LA.GOV>
Cc: Felicia Aubert <faubert@tpcg.org>; Jeanne Bray <jbray@tpcg.org>
Subject: RE: C.O. #6 - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Mr. Savant,

Please see the attached,

Sincerely,
Madeleine

From: Lyle Savant [<mailto:Lyle.Savant@LA.GOV>]
Sent: Monday, May 21, 2018 2:47 PM
Cc: Madeleine Bodin; Felicia Aubert
Subject: FW: C.O. #6 - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

From: Lyle Savant
Sent: Monday, May 21, 2018 11:49 AM
To: 'Jeanne Bray' <jbray@tpcg.org>
Subject: RE: C.O. #6 - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

P.S.

As clarification, C.O. #6.

From: Lyle Savant
Sent: Monday, May 21, 2018 11:48 AM
To: 'Jeanne Bray' <jbray@tpcg.org>
Subject: C.O. #6 - Terrebonne Parish Animal Shelter Facility / 50-J55-14-05 (CN)

Jeanne,

I received RD No.7, but I do not have Change Order No.7. Please E-mail a copy of the executed document.

Please advise,

Lyle E. Savant, AArch

FP&C Project Manager
State of Louisiana - Div. of Admin.



Claiborne Building
1201 N. 3rd St., Suite 7-160
Baton Rouge, LA 70804
(225) 219-1154
Lyle.Savant@LA.GOV

Project Guidelines Link:
<http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

659-442-8911-10
ANIMAL SHELTER BUILDING
PROJECT # 12-ANSLT-CDBG-61

TOTAL FUNDING	\$		5,131,568
EXPENDITURES THRU 12/31/16			(5,108,904)
PROJECT BALANCE	\$		22,664

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Nov-12	ORD 8245	DONATIONS	54,391						
Nov-12	ORD 8245	FROM 151-442-8911-02 GENERAL FD	30,000						
Nov-12	ORD 8245	FROM 151-442-8911-10 GENERAL FD	42,071						
Nov-12	ORD 8245	FROM 151-442-8912-01 GENERAL FD	51,986						
Nov-12	ORD 8245	FROM 151-442-8912-02 GENERAL FD	35,383						
Nov-12	ORD 8245	FROM 151-442-8915-06 GENERAL FD	41,760						
Jul-13	ORD 8317	HMA-TERR PUB TRUST FIN AUTH	500,000						
Oct-13	ORD 8356	DONATIONS	27,706						
Oct-13	ORD 8370	FD 353 RETAINED EARNINGS	1,307,000						
Apr-14	ORD 8413	FROM 151-000-6741-01	24,604						
Apr-14	ORD 8415	GENERAL FUND (PILOT)	900,000						
Mar-15	ORD 8532	FACILITY PLANNING & CONTROL	438,000						
May-15	ORD 8557	FROM 151 FUND BALANCE	20,230						
May-15	ORD 8557	FROM 655-351-8929-14 GEN FUND	500,000						
May-15	ORD 8557	FROM 655-351-8929-70 GEN FUND	148,111						
May-15	ORD 8557	FROM 655-351-8929-93 GEN FUND	59,877						
May-15	ORD 8557	FROM 659-194-8911-01 GEN FUND	175,321						
May-15	ORD 8557	FROM 659-194-8912-07 GEN FUND	98,879						
May-15	ORD 8557	FROM 659-431-8929-29 GEN FUND	47,494						
May-15	ORD 8557	FROM 659-501-8913-09 GEN FUND	34,109						
May-15	ORD 8557	FROM 661-310-8916-05 GEN FUND	40,000						
May-15	ORD 8557	FROM 655-351-8929-14 FUND 255	337,981						

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**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-442-8911-10
ANIMAL SHELTER BUILDING (CONTINUED)
PROJECT # 12-ANSLT-CDBG-61**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
May-15	ORD 8557	FROM 655-351-8929-25 FUND 255	68,054						
May-15	ORD 8557	FROM 659-804-8915-01 FUND 255	10,544						
May-15	ORD 8557	FROM 661-310-8916-05 FUND 255	7,143						
May-15	ORD 8557	FROM 661-310-8916-13 FUND 255	45,814						
May-15	ORD 8557	FROM 661-310-8916-38 FUND 255	36,375						
May-16	ORD 8705	FACILITY PLANNING & CONTROL	100,000						
Oct-16	ORD 8786	DONATIONS	18,000						
Nov-17	ORD 8900	FROM 151-442-8915-06		6,000					
Jul-18	PENDING BA	DE-OB FACILITY PLANNING & CONTROL			(83,800)				
Jul-18	PENDING BA	DONATIONS			8,535				
LESS PRIOR YEARS EXPENDITURES			(5,108,904)						
FUNDS AVAILABLE			\$ 91,929	\$ 6,000	\$ (75,265)	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: PEREZ, APC
CONTRACTOR: B.E.T. CONSTRUCTION**

DESCRIPTION: TO BUILD A NEW ANIMAL SHELTER IN GRAY.
MAIN PROJECT BEING FUNDED BY OCD/CDBG
GRANT IN FUND 641.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
MAY 31, 2018 - MONTH LAST CLOSED

ACCT: 659-442-8911-10
CAPITAL PROJECTS CONTRL
ANIMAL CONTROL
NEW ANIMAL SHELTER BUILDING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	97,929	68,605.57-	0	166,535
2018	166,535	91,269.39	0	75,266
CLOSED:				
2011	0	.00	N/A	0
2012	255,591	.00	N/A	255,591
2013	2,090,297	54,898.45	N/A	2,035,399
2014	2,960,003	131,021.54	N/A	2,828,981
2015	4,896,913	1,709,210.31	N/A	3,187,703
2016	3,305,703	3,213,773.60	N/A	91,929

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

ACCT: 659-000-7101-51
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
GENERAL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	33,979	33,979.00-	0	0
2018	156,854	156,854.00-	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	3,456,591	3,456,591.00-	N/A	0
2013	2,088,893	2,088,893.00-	N/A	0
2014	2,452,528	2,452,528.00-	N/A	0
2015	4,021,580	4,021,580.00-	N/A	0
2016	657,170	657,170.00-	N/A	0

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

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
MAY 31, 2018 - MONTH LAST CLOSED

ACCT: 151-999-9106-59
GENERAL FUND
OPERATING TRANSFERS
CAPITAL PROJECT CONTROL FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	33,979	33,979.00	0	0
2018	156,854	156,854.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	3,456,591	3,456,591.00	N/A	0
2013	2,088,893	2,088,893.00	N/A	0
2014	2,452,528	2,452,528.00	N/A	0
2015	4,021,580	4,021,580.00	N/A	0
2016	657,170	657,170.00	N/A	0

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

Section IX

TERREBONNE PARISH
GOVERNMENT

SEP 19 2017

ADMINISTRATION

DEPARTMENT OF PLANNING AND ZONING

RECOVERY ASSISTANCE AND MITIGATION PLANNING DIVISION

TO: Gordon E. Dove

THROUGH: Al Levron

FROM: Jennifer Gerbasi

SUBJECT: Subgrantee Agreement - FMA SRL Program

DATE: September 18, 2017

RECEIVED

JUN 19 2018

TPCG FINANCE DEPT.

The Council passed a resolution approving the Severe Repetitive Loss grant for elevation of two properties. We need to enter into a subgrantee agreement with the state to be able to move forward with the project. Please sign the attached to start the execution of the document.

If you have any questions, please call me at 873-6565.

Please sign by September 22, 2017

873-676-8353-09 317,331
873-800-6318-09 (317,331)

J. Levron
9/20/17

DIRK J. GUIDRY, CHAIRMAN

DISTRICT 1

JOHN NAVY

DISTRICT 3

GERALD MICHEL

DISTRICT 5

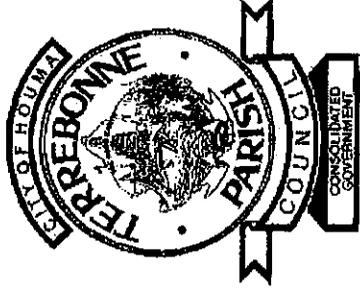
CHRISTA M. DUPLANTIS-PRATHER, RN

DISTRICT 7

ALDOURE "AL" MARMANDE

DISTRICT 9

STEVE TROSCAIR



STEVE TROSCAIR, VICE CHAIRMAN

DISTRICT 2

ARLANDA J. WILLIAMS

DISTRICT 4

SCOTTY DRYDEN

DISTRICT 6

DARRIN W. GUIDRY, Sr.

DISTRICT 8

DIRK J. GUIDRY

COUNCIL CLERK

VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
vchauvin@tpcg.org www.tpcg.org

September 14, 2017

MEMO TO: Chris Pulaski
Planning & Zoning Director

FROM: Venita H. Chauvin *VHC*
Council Clerk

RE: Flood Mitigation Assistance Elevation Program

Please allow this memo to confirm that the Council ratified the attached resolution that authorizes the Parish President to enter into an agreement for the aforementioned program.

By copy of this memo, the appropriate staff members and individuals are being advised of this action.

Feel free to contact me if you have any questions on this matter.

Attachment:

cc: Parish President's Secretary Leilani Hardee-Adams
Recovery Planner Jennifer Gerbasi

/vhc

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

RESOLUTION NO. 17-315

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT 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 FMA-PJ-06-LA-2016-009.

WHEREAS, the Terrebonne Parish Consolidated Government has 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 August 7, 2017, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate severe repetitive loss structures was approved by FEMA July 31, 2017; and

WHEREAS, the approved funding to elevate or otherwise mitigate approximately two (2) flood damaged structures in the Parish is as follows:

Federal Share (100%)	\$ 317,331
Non Federal Share (0%)	\$
TOTAL PROJECT AWARD:	\$ 317,331

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard 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 SRL Elevation Program.

THERE WAS RECORDED:

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

NAYS: None.

ABSTAINING: None.

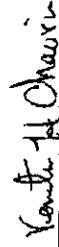
ABSENT: A. Williams.

The Chairwoman declared the resolution adopted on this the 11th day of September 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 Community Development & Planning Committee on September 11, 2017 and subsequently ratified by the Assembled Council in Regular Session on September 13, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14TH DAY OF SEPTEMBER 2017.



VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Terbonne 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)

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-2016-009, EMT-2016-FM-E005 (2))

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-2016-009, EMT-2016-FM-E005 (2), 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 **\$ 317,331.00**

5.2.2 Total Project Cost **\$ 317,331.00**

5.3 Funding Sources

5.3.1 Federal share (100%) **\$ 317,331.00**

5.3.2 Non-Federal share **\$ 0.00**

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:

100%

2223-6116-83553-09 - 317,331.

2223-000-6318-09 - 317,331

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: 10/5/17

BY: 
Honorable Gordon E. Dove
Parish President
TERREBONNE PARISH

DATE: 9-26-17

Section IX

Kayla Dupre

From: Kandace Mauldin
Sent: Thursday, June 21, 2018 9:24 AM
To: Kayla Dupre
Subject: Budget Amendment

We need to do a budget amendment for Bayou Black Pump Station (655-351-8939-07) for \$1,250,427 from GoMesa (215-000-6343-21).

Thanks

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



**2018 - FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-07
BAYOU BLACK PUMP STATION
PARISH PROJECT # 16-DRA-26

\$	10,328,119
<hr/>	
TOTAL FUNDING	-
EXPENDITURES THRU 12/31/16	<u>\$ 10,328,119</u>

PROJECT BALANCE

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Jul-17	ORD 8860	FROM 655-351-8929-02 FD 252		1,399,188					
Jul-17	ORD 8860	FROM 655-351-8929-14 FD 255		746,954					
Jul-17	ORD 8860	FROM 655-351-8929-63 FD 252		428,294					
Jul-17	ORD 8860	FROM 655-351-8929-14 FD 151		950,000					
Jul-17	ORD 8860	FROM 655-351-8929-94 FD 151		500,000					
Jul-17	ORD 8860	FROM 659-301-8941-08 FD 151		99,000					
Aug-17	LIA 40	FROM 655-351-8929-63 FD 252		(657)					
Oct-17	ORD 8894	FROM 659-301-8941-08 FD 255		900,000					
Nov-17	ORD 8907	FROM 659-301-8941-01 FD 255		3,701,913					
Apr-18	ORD 8948	FROM FUND 252 DRAINAGE TAX FUND			353,000				
Jul-18	PENDING BA	FROM GOMESA FD 215			1,250,427				

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	<u>\$ -</u>	<u>\$ 8,724,692</u>	<u>\$ 1,603,427</u>	<u>\$ -</u>				
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ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: Provide a Pump Station for Bayou Black on the Hansen Canal. To give residents relief from flooding and standing water.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
MAY 31, 2018 - MONTH LAST CLOSED

ACCT: 215-000-6343-21
COASTAL RESTORE/PRESERV
NO DEPARTMENT NAME
GOM ENERGY SECURITY ACT GOMESA

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	0	.00	0	0
2018	0	1,260,426.95-	0	1,260,427
CLOSED:				
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
2016	0	.00	N/A	0

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



Monday, June 25, 2018

Item Title:

Purchase of Collaboration Software

Item Summary:

RESOLUTION: Authorizing the purchase and implementation of software titled, "Touch Assisted Command and Control System (TACCS) to provide data integration, information sharing, collaboration and decision making, and associated hardware within the Terrebonne Parish Office of Homeland Security and Emergency Preparedness.

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Purchase of Collaboration Software	6/21/2018	Resolution
Backup Documentation for Purchase of Collaboration Software	6/21/2018	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the purchase and implementation of software titled, “Touch Assisted Command and Control System (TACCS™) to provide data integration, information sharing, collaboration and decision making, and associated hardware within the Terrebonne Parish Office of Homeland Security and Emergency Preparedness, and

WHEREAS, American Integration Contractors, L.L.C., the prime contractor, and Priority 5 Holdings, Inc. (Priority 5), subcontractor through American Integration Contractors, L.L.C., will provide all necessary software, installation, maintenance and training to the Parish, and

WHEREAS, American Integration Contractors, L.L.C. will provide all services through Louisiana State Contract number 4400014173 and through Priority 5’s US Government Services Administration (GSA) Advantage contract number GS-35F-0152X, and

WHEREAS, this software will provide the capability of the Parish’s Emergency Operations Center to monitor various systems throughout the Parish, such as but not limited to, drainage pump station telemetry, drainage sluice gate operations, Terrebonne Levee and Conservation District flood gate data, USGS water guage data, traffic and crime cameras, parish building security cameras and 911 dispatch data within one software application, and

WHEREAS, during emergency and non-emergency activations of the Joseph L. Waitz Emergency Operations Center, the software will enable the Office of Homeland Security and Emergency Preparedness and other Parish Public Safety Departments to rapidly reach decisions by visualizing the operational environment and data, creating a trusted collaboration environment that incorporates a dynamic common operating picture, and

WHEREAS, after careful review by the Parish Administration, it had determined that the price of One Hundred Thirty-Five Thousand Dollars (\$123,000.00) from American Integration Contractors, L.L.C. for the purchase of the software, and Twelve Thousand Dollars (\$12,000.00) for the purchase of hardware through the Parish’s Information Technology Department be accepted as per the State Contract Catalog and the US Government Services Administration (GSA) Advantage Contract, and

WHEREAS, the Parish Finance Department has verified that funds are available for the purchase of the aforementioned software and hardware, and

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the purchase of software from American Integration Contractors, L.L.C. and hardware through the Parish’s Information Technology Department be, and is hereby approved, and

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



Pricing Phase One

TACCS™ Licenses

Software for 33 concurrent users: (Phase 1)

Period of Performance 27 June – 24 August

Perpetual Licenses	Unit Price	Quantity	Total
TACCS™ Enterprise Server with Multi-user Workgroup and Workstation (without Unity)	\$15,000.00	1	\$15,000.00
Additional TACCS™ ISE on the same Enterprise Server (without Unity)	\$7,500.00	1	\$7,500.00
Additional Workstation	\$5,000.00	3	\$15,000.00
Enterprise Server Mobile Extension	\$20,000.00	1	\$20,000.00
Sub-Total Perpetual Licenses			\$57,500.00
Annual Licenses			
Mobile -1-10 users	\$500.00	10	\$5,000.00
Mobile -11-40 users	\$350.00	20	\$7,000.00
Enterprise Executive Dashboard	\$15,000.00	1	\$15,000.00
Sub-Total Annual Licenses			\$27,000.00
TOTAL SOFTWARE LICENSES			\$84,500.00
Software Maintenance			
TACCS™ Enterprise Server with Multi-user Workgroup and Workstation (without Unity)	\$5,000.00	1	\$5,000.00
Additional TACCS™ ISE on the same Enterprise Server (without Unity)	\$2,500.00	1	\$2,500.00
Additional Workstation	\$2,000.00	3	\$6,000.00
TOTAL MAINTENANCE			\$13,500.00
Related Software Services – Integration, Installation and Implementation			
TOTAL SERVICES	\$25,000.00	1	\$25,000.00
Total Phase 1			\$123,000.00
Optional			
Optional - Professional Services – AIC’s Annual On-site Program Support for TOHSEP and Terrebonne Parish Government Deployment of CoreCCS™. Local Subject Matter Expert Support and Call-out			\$18,000.00

IMPORTANT NOTES: Priority 5 will extend as many ‘Mobile Users’ as required during an active ‘emergency’ at no additional cost to TOHSEP and Terrebonne Parish Government. Software Maintenance fees will not be due until system is in ‘live’ operational state.



Pricing Phase Two

TBD by development of CONOPS in Phase 1

Notes

1. License terms and conditions per attached.
2. Software maintenance and support terms and conditions as provided at <https://priority5.com/support-maintenance/>
3. Services are firm fixed price excluding travel and expenses. Terms and conditions for services as provided at <https://priority5.com/support-maintenance/>. Travel and expenses will be performed per Priority 5 travel policies, and will be billed at cost.
4. Terms for POC payments: Software Payments Due Upon Notice to Proceed; Services Payments Due Upon Completion of Training; Maintenance Payments Due Upon System Go-Live.

Authorization to Proceed

If you are in agreement with the work proposed, please have an authorized representative sign in the space indicated below authorizing AIC to proceed as outlined. Please return the entire original signed proposal to AIC within 30 days of the date on the cover page. This proposal is valid for only 30 days.

Accepted: _____
(Authorized Signature)

By: _____
(Print)

Title: _____

Date: _____



Monday, June 25, 2018

Item Title:

Ordinance - Council Staff 2% COLA

Item Summary:

Introducing an ordinance that will set the salaries of the Council Staff for inclusion of a 2018 2% Cost of Living Adjustment; addressing other matters relative thereto and calling a public hearing on July 11, 2018 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	6/21/2018	Ordinance
Backup Material	6/21/2018	Backup Material

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO SET THE SALARIES OF THE COUNCIL STAFF FOR INCLUSION OF A 2018 2% COST OF LIVING ADJUSTMENT; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

WHEREAS, the Parish President has authorized a 2% Cost of Living Increase to those employees directly under his supervision, and

WHEREAS, the Parish Council would like to award the same 2% Cost of Living Increase under the provisions of the Home Rule Charter, Section 2-10 (d), "The Council shall, by ordinance, fix the salaries of its employees", and

WHEREAS, sufficient funds are in place to cover the cost of a 2% COLA for the Council Clerk and Council Staff within the current 2018 Operating Budget.

SECTION II

BE IT ORDAINED that all Council employees shall receive a 2% COLA effective July 1, 2018 .

SECTION III

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

Sec. 2-55. - Council staff.

- (a) The council shall appoint a clerk of the council who shall serve at the pleasure of the council. The clerk shall give notice of council meetings to its members and the public, keeping the journal of its proceedings, be official secretary of the council and perform such other duties as are assigned to the position by this Charter or by the council.
- (b) The council may hire a fiscal officer who shall serve at the pleasure of the council and shall be responsible for reporting to the council on budgetary and financial matters relating to the parish government. The council fiscal officer shall report to the council clerk.
- (c) The council may retain the services of a full-time council special legal counsel to provide legal services to the legislative branch of the consolidated government. The council special legal counsel shall be responsible to the council and shall work with other members of the council staff. The council special legal counsel shall be appointed by the council, by resolution adopted by the council, at the beginning of each calendar year for a one-year period, following the initial appointment of three (3) months in 2000. The resolution adopted by the council shall include the terms and conditions of the employment of the council special legal counsel, including the name and remuneration of said counsel.
- (d) The council may hire such clerical employees as may be necessary to assist the clerk of the council and fiscal officer, including the position of assistant council clerk, in carrying out their duties. Any such employees shall report to the council clerk.
- (e) The council shall, by ordinance, fix the compensation of its employees.

(Ord. No. 6253, § I, 6-14-00; Ord. No. 6341, § I, 11-8-00)

EXHIBIT A

JOB TITLE	GRADE	ANNUAL SALARY CURRENT	WITH 2% COLA
Council Clerk	212	70,088	71,490
Asst. Council Clerk	208	52,478	53,528
Senior Minute Clerk	109	38,896	39,674
Minute Clerk	107	29,890	30,487



Monday, June 25, 2018

Item Title:

Village East Summer Enrichment Progra

Item Summary:

RESOLUTION: To approve monetary spending for "Village East Summer Enrichment Program',
Cooperative Endeavor Agreement for Administration of the Village East Summer Enrichment Program by
MDW, Inc. with Terrebonne Parish Consolidated Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/21/2018	Resolution
Cooperative Endeavor Agreement	6/21/2018	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION TO APPROVE MONETARY SPENDING FOR “VILLAGE EAST SUMMER ENRICHMENT PROGRAM”, COOPERATIVE ENDEAVOR AGREEMENT FOR ADMINISTRATION OF THE “VILLAGE EAST SUMMER ENRICHMENT PROGRAM” BY MDW, INC. WITH TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

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

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

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

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

WHEREAS, the Terrebonne Parish Council finds the project, contract, or purchase, as proposed and attached hereto, to be acceptable; and

NOW THEREFORE, BE IT RESOLVED that the Terrebonne Parish Council approves the project, contract, cooperative endeavor or purchase subject to approval by the TPCG Legal Department

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the _____ day of _____ 2018.

I, VENITA 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 Public Services Committee on _____ and subsequently ratified by the Assembled Council in Regular Session on _____ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2018.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

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

ARTICLE I.

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

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

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

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

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

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

1.3 WHEREAS, the Terrebonne Parish Council passed Resolution authorized funding to administer “Village East Summer Enrichment Program”, and

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

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

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

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

ARTICLE II. PURPOSE

2.1 The purpose of this cooperative agreement between Terrebonne Parish Consolidated Government and MDW, Inc. is for the purpose of support of the needy and poor as defined by Louisiana Constitution Article VII, Section 14(B)(1) and Louisiana Revised Statutes 33:1236(11) & 33:4563 by providing funding to MDW, Inc.’ administration of “Village East Summer Enrichment Program” as set forth and incorporated herein as Exhibit “A”.

ARTICLE III. SCOPE OF SERVICES

3.1 TPCG shall donate fifteen thousand (\$15,000) dollars to MDW, Inc. for the administration of the “Village East Summer Enrichment Program”. The purpose is to assist in the training and education of low income youth in developing leadership, academic preparation, performing

arts and recreational activities for approximately six (6) weeks in summer 2018. This is a one-time payment and TPCG shall not be responsible for any other payments.

- 3.2 The use of the money is for low income youth and only used conditioned upon objective criteria in determination of needy youth. As consideration, MDW, Inc. agrees to establish written objective criteria in determination of needy youth, as set forth by Louisiana Attorney General Opinions 97-236, 98-238 and all areas of law addressing same. MDW, Inc. shall maintain records of this evaluation and upon request provide to TPCG.
- 3.3 Parties agree that MDW, Inc. shall be responsible for the administration of the “Village East Summer Enrichment Program” and just and objective distribution of funds to the needy youth. No funds shall be used for a youth not in need and shall be spent in accord with the budget submitted, attached and incorporated herein as Exhibit “B”.
- 3.4 MDW, Inc., agrees it shall incur costs administrating the Project prior to TPCG reimbursement for up to the agreed amount. MDW, Inc. shall provide adequate documents, accounting of records and receipts that the money used has been used for needy youth in accordance with law for reimbursement from Terrebonne Parish Consolidated Government.
- 3.5 MDW, Inc. shall conduct a background check of all counselors and other persons who will participate and provide TPCG with any and all documentation that such background checks have been conducted. Approximately fifty (50) participants will be recruited for the program between the ages of five (5) to fifteen (15) years old. Advertisements for the program will be placed in media publications, flyers and announcements. Enrollment and selection will be completed through an application process with a specified deadline. The six-week program will operate from 8:00am -2:00pm weekdays at 3589 Friendswood Drive, Houma, Louisiana, through the Lease Agreement attached herein as Exhibit C.
- 3.6 MDW, Inc. agrees its employees, volunteers, servants, contractors/ subcontractors are the sole responsibility of MDW, Inc. and TPCG is in no way responsible for these individuals. MDW, Inc. is solely responsible for payment of wages and taxes.
- 3.7 MDW, Inc. agrees, obligates itself and warrants to TPCG that MDW, Inc., its volunteers, Board of Directors, officers and employees and servants shall be properly trained and vetted in youth participation activities prior to allowing them to participate with the youth. MDW, Inc. agrees they are responsible for these persons’ activities.
- 3.8 MDW, Inc. agrees that it shall retain necessary insurance coverage to conduct youth activities such as Workers Compensation, Employment Liability Practices, General Liability, Auto Liability and Lessor/ Building Rental.
- 3.9 MDW, Inc. agrees TPCG is not responsible for the facility or payment benefits where activities are conducted and MDW, Inc. shall ensure these facilities are appropriate and adequate to conduct these programs in a safe manner.
- 3.10 MDW, Inc. shall provide to TPCG, attn: Dana Ortego, a list of names, phone numbers, addresses and legal guardians/ next of kin for all participants and all persons working and associated with the Project as soon as possible.

ARTICLE IV. TERM

- 4.1 The term of this Agreement is a one-time funded donation.

ARTICLE V. TERMINATION

- 5.1 This agreement shall be terminated under any or all of the following conditions:
 - 5.1.1 By written mutual agreement and consent of the parties hereto.
 - 5.1.2 For convenience: By thirty (30) days written notice by TPCG to MDW.

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

ARTICLE VI. INSURANCE

6.1 MDW shall procure and maintain, for the duration of this agreement, insurance for General Commercial Liability in accord with the following:

A. Minimum Limits of Insurance:

All parties shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Other Insurance Provisions

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

a. TPCG is to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under “Who is insured” automatically provides liability coverage in favor of each party named as an “additional insured.”

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.

c. The receiving party’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

C. All Coverages

a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as “additional insured.”

b. All policies above endorsed to be primary coverage to any other coverage.

c. Coverages should be endorsed to cover proper “territory” of operations.

d. MDW, Inc. will provide TPCG with a current Insurance Certificate and upon request will provide TPCG with all applicable insurance policies.

ARTICLE VII. INDEMNIFICATION

7.1 To the fullest extent permitted by law MDW shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or

alleged, arising out of or resulting from breach of this agreement, injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any was result from any damages sustained by an MDW participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any was result from any actual or alleged act, omission, negligence, misconduct, or strict liability of MDW, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. MDW shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

ARTICLE VIII. NO WAIVER

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

ARTICLE IX. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE X. ENTIRE AGREEMENT/AMENDMENT

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

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

ARTICLE XI. COMPLIANCE WITH LAWS

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

ARTICLE XII. CHOICE OF LAW AND VENUE

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

ARTICLE XIII. SEVERABILITY

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

ARTICLE XIV. FINANCIAL DISCLOSURE

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

ARTICLE XV. AUDIT CLAUSE

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

ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)

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

ARTICLE XVII. DISCRIMINATION CLAUSE

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

ARTICLE XVIII. LEGAL COMPLIANCE

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

ARTICLE XIX. FORCE MAJEURE

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

ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL

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

ARTICLE XXI. SURVIVAL

21.1 Any provision of the Contract which by its nature is intended to survive the termination or completion of the Contract will survive the termination or completion of the Contract.

ARTICLE XXII. NOTICES

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

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

22.1.2 MDW, Inc.
Attn: Michael Lagarde
3643 Baker Drive
Houma LA 70363

ARTICLE XXII. SIGNATURES

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

WITNESSES:

MDW, INC.

By: _____
MICHAEL LAGARDE (Date)
DIRECTOR

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

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

By: _____
GORDON E. DOVE (Date)
PRESIDENT