
TERREBONNE PARISH COUNCIL

POLICY, PROCEDURE, AND LEGAL COMMITTEE

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



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

May 22, 2017
5:45 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. Appointment of "The Courier" as Official Journal for Terrebonne Parish.
2. RESOLUTION: Authorizing a one-year renewal of Professional Service Contracts for Catering Services at the Houma-Terrebonne Civic Center.
3. Consider co-sponsorship request for the Aqua Safety First Community Program at the Dumas Auditorium on June 3, 2017.
4. Adjourn

Category Number:
Item Number:



Monday, May 22, 2017

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, May 22, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, May 22, 2017

Item Title:

Appointment of Official Journal

Item Summary:

Appointment of "The Courier" as Official Journal for Terrebonne Parish.

ATTACHMENTS:

Description	Upload Date	Type
Request quote from Courier	5/12/2017	Cover Memo
Notification from Secretary of State	5/12/2017	Cover Memo
Quote from Courier	5/17/2017	Cover Memo
U.S. Postal Service Permit	5/17/2017	Backup Material
Backup	5/17/2017	Backup Material

DIRK J. GUIDRY, CHAIRMAN

DISTRICT 1

JOHN NAVY

DISTRICT 3

GERALD MICHEL

DISTRICT 5

CHRISTA M. DUPLANTIS-PRATHER, RN

DISTRICT 7

ALIDORE "AL" MARMANDE

DISTRICT 9

STEVE TROSCLAIR



STEVE TROSCLAIR, 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

May 12, 2017

"VIA Email"

Mr. Lee Bachlet
Editor
The Courier
Post Office Box 2717
Houma, LA 70361

RE: Official Journal

Dear Mr. Bachlet:

According to the provisions of RS 43:141 (copy attached), the Terrebonne Parish Council and governing bodies across this state are required to "select a newspaper as official journal" before June 30, 2017.

As such, I would like to obtain proposals from newspapers that are interested and/or qualified to serve as the official journal for Terrebonne Parish. R.S. 43:140 et seq (copy attached) contains all of the information necessary as it relates to official journal.

Therefore, the Council is asking for proposals that would indicate a price for publication of any and all legal notices based on a "per square of one hundred words or a fraction thereof". It is understood that the price will be based on information that is submitted to the newspaper electronically. The letter providing your price should also include "proof" of your newspaper's eligibility to serve as official journal.

Your proposal should be submitted to this office no later than the end of the day (4:30 p.m.) on Wednesday, May 17, 2017. Please feel free to contact me if you have any questions concerning the Council's request.

Sincerely,



Venita H. Chauvin, Council Clerk

/vhc

cc: Policy, Procedure & Legal Committee File

RS 43:141

§141. Official journal to be selected by police juries, city and parish councils, municipal corporations, and school boards

A. The police juries, city and parish councils, municipal corporations, and school boards in all the parishes, the parish of Orleans excepted, at their first meeting in June of each year, shall select a newspaper as official journal for their respective parishes, towns, or cities for a term of one year.

B. In any parish which is divided by the Mississippi River and has a population of not less than one hundred thousand the governing body shall have the authority to select two official journals for their respective parishes, one of which shall be located on one bank of the river and the other which shall be located on the opposite bank thereof and no act heretofore performed shall be considered invalid because of any such parish having heretofore designated two such official journals.

Amended by Acts 1958, No. 515, §1; Acts 1986, No. 378, §1, eff. July 2, 1986.

RS 43:140

**CHAPTER 4. OFFICIAL JOURNALS OF
POLITICAL SUBDIVISIONS
PART I. OFFICIAL JOURNAL OF PARISHES,
MUNICIPALITIES, AND SCHOOL BOARDS**

§140. Definitions

As used in this Chapter, the following terms shall have the meanings ascribed to them in this Section:

(1) "Bona fide paying subscribers" shall mean persons who have subscribed at a subscription rate which is not nominal, whether by mail subscriptions, purchases through dealers and carriers, street vendors and counter sellers, or any combination thereof, but shall not include free circulation, sales at token or nominal subscription price, and sales in bulk for purposes other than for resale for individual subscribers.

(2) "General paid circulation" shall not include publications when one-half or more of all copies circulated are provided free of charge to the ultimate recipients, or are paid for at nominal rates by the ultimate recipients.

(3) "Newspaper" shall mean a publication that during each year of the five-year period prior to the first publication of any legal or official notice therein:

(a) Has been published at regular intervals of not less than weekly.

(b) Has been originated and published for the dissemination of current news and intelligence of varied, broad, and general public interest, including regular news coverage of local public meetings and events, and is not devoted to the interests of, or published for the entertainment or instruction of, or has a circulation restricted to, any particular sect, denomination, labor or fraternal organization, or other special group or class of citizens.

(c) Has not been published primarily for advertising purposes and has not contained more than seventy-five percent advertising in more than one-half of its issues, excluding separate advertising supplements inserted into but separately identifiable from any regular issue or issues.

(d) Has maintained a general paid circulation to bona fide paying subscribers within the area the publication is required.

(4) "Nominal rate(s)" shall mean a price which is so small or slight that it is not considered real or substantial in comparison with what might reasonably be expected.

(5) "Office" shall mean the newspaper's principal public business office and need not be the place at which the newspaper's printing presses are physically located. A newspaper shall have only one principal public business office; however, any newspaper with a principal business office in a parish adjoining Jefferson Parish which within one year prior to June 1, 1986, has actually published official proceedings of any municipal corporation, parish council, police jury, or school board in Jefferson Parish shall be deemed to be published in an office physically located in both the parish where the newspaper maintains its principal business office and Jefferson Parish.

Acts 1986, No. 378, §1, eff. July 2, 1986; Acts 2011, 1st Ex. Sess., No. 36, §1.



TOM SCHEDLER
SECRETARY OF STATE

Secretary of State
State of Louisiana

P.O. Box 94125
BATON ROUGE, LA 70804-9125
www.sos.louisiana.gov

May 1, 2017

Clerk Venita H. Chauvin
Terrebonne Parish Council
P. O. Box 2768
Houma, LA 70361

Dear Ms. Chauvin,

According to the records of this office, the appointment of the official journal in your parish will expire soon. Below is the pertinent data:

Official Journal:	The Courier
Parish:	Terrebonne
Date of Expiration:	6/30/2017

Please execute the enclosed Official Parish Journal Certificate with regard to the newly-appointed Official Journal of your parish and return it to this office before **June 1, 2017**.

A self-addressed envelope is enclosed for your convenience. You may also fax it to the Publications Division at **225.922.0197** or email it to shawn.kitts@sos.la.gov.

Please feel free to call me at 225.922.0900, if you have any questions.

Sincerely,

Ross Servat
Publications Division

/rs
Enclosures

OFFICIAL PARISH JOURNAL CERTIFICATE

I, _____, do hereby certify that I am the
(Name)

_____, of the
(Title of Official: i.e., Secretary of the Police Jury or other parish governing authority)

governing authority of the Parish of _____, and as
such, I am the custodian of the records of said governing authority, and that according
to said records, the: _____,
(Name of Newspaper)

_____,
(Complete MAILING ADDRESS of Newspaper)

_____,
(TELEPHONE NUMBER of Newspaper and FAX NUMBER of Newspaper)

_____,
(E-mail address for Legal Advertising)

is the Official Journal of said Parish and of said governing authority, having been
selected as such on the _____ day of _____, 2017, in the manner
provided by law, for the period beginning July 1, 2017 and ending June 30, 2018
and that this Certificate is made for the purpose of identifying the Official Journal
of said Parish and said governing authority to the Honorable Tom Schedler,
Secretary of State, as required by R. S. 43:150 and R. S. 43:174.

(Signature of Official) (Date)

Please return this form to: **Secretary of State, Publications Division**
P. O. Box 94125, Baton Rouge, LA 70804-9125
Telephone: (225) 922-0900

FOR SOS USE ONLY		
Website Updated	YES -	NO -

THE COURIER

P.O. Box 2717, Houma, LA 70361
3030 Barrow St., Houma, LA 70360

May 15, 2017

Parish Council
Parish of Terrebonne
Venita H. Chauvin , Parish Council Clerk
P. O. Box 2768
Houma, La. 70361

Dear Ms. Chauvin:

SUBJECT: OFFICIAL JOURNAL FOR TERREBONNE PARISH CONSOLIDATED
GOVERNMENT, TERREBONNE PARISH COUNCIL

The Courier would like to continue serving the public as the Terrebonne Parish Consolidated Government, Terrebonne Parish Council's official journal for the period of July 1, 2017, to June 30, 2018.

The Courier is the only daily newspaper in Terrebonne Parish that meets all of the legal requirements to qualify as the parish's Official Journal. Those qualifications include the requisite postal permit and fully paid circulation distribution system.

The Courier has consistently produced and delivered a high quality, trusted editorial environment in which to place your legal advertisements. By using *The Courier*, you will reach the maximum number of parish adults, which offers the Council the widest possible distribution of its legal notices in Terrebonne parish. No other single medium can provide that kind of readership or distribution consistently and continuously.

In addition, *The Courier* offers the opportunity to publish your notices on any day of the week. This gives you maximum flexibility to meet your publication needs.

As a compliment to our daily newspaper, *The Courier* places each of your legal advertisements on its Internet Web site at no additional charge. While this enhanced service costs the Terrebonne Parish Consolidated Government nothing extra, it provides more depth and breadth to the solid number of adults reading *The Courier*. With this tool, your legal notices are available to the public 24 hours a day, 365 days a year.

As a further enhancement, all of your Web-posted legal notices are searchable by keyword and offer e-mail notification upon posting to those readers who request it. These powerful and user-friendly features are provided at no additional charge.

The following rate per legal square of 100 words or fraction thereof will be \$3.20.

As requested, we have attached documents to prove *The Courier* is eligible to serve as official journal for Terrebonne Parish.

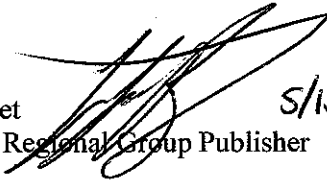
- A. The Courier's primary location is 3030 Barrow Street, Houma, LA 70360.
- B. The Courier has not missed three consecutive issues at any time during the last five years.
- C. Attached is a copy of our most recent paid circulation audit.
- D. Attached is a copy of our published periodical permit for the US Postal Service.

If you need further assistance, please contact me.

Thank you for allowing us the opportunity to be considered for the Official Journal for The Terrebonne Parish Consolidated Government, Terrebonne Parish Council.

Sincerely,

Lee Bachlet
Louisiana Regional Group Publisher



5/15/17



Audited every
2 years

THE COURIER

Houma (Terrebonne Parish), Louisiana

24 months ended December 31, 2015

AUDIT REPORT Newspaper

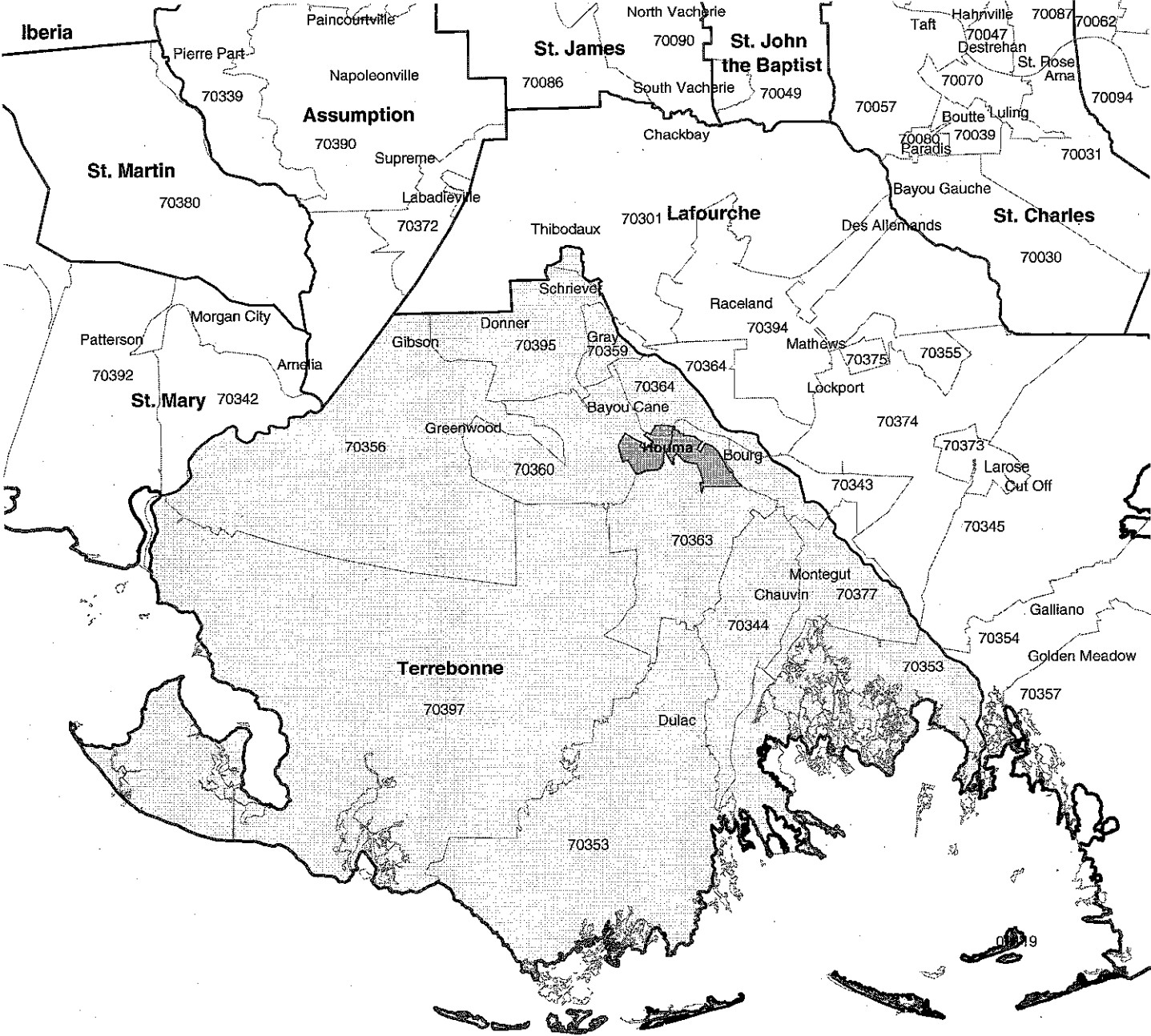
Audited Every Other Year

	Sun	Avg Mon-Fri	Sat
EXECUTIVE SUMMARY	13,850	11,044	18,166
The Courier			
Print (See Par. 1A)	13,108	10,303	17,424
Digital Nonreplica (See Par. 1B)	742	741	742
TOTAL AVERAGE CIRCULATION	13,850	11,044	18,166
1A. THE COURIER - PRINT			
Paid Circulation			
Individually Paid Circulation			
Home Delivery and Mail	9,476	9,033	8,998
Joint Distribution			6,063
Single Copy Sales	3,437	854	1,985
Total Average Individually Paid Circulation	12,913	9,887	17,046
Business/Traveler Paid Circulation			
Hotel Distribution - Room/Lobby Copies	58	50	80
Total Average Business/Traveler Paid Circulation	58	50	80
Total Average Paid Circulation - Print	12,971	9,937	17,126
Qualified Circulation			
Single Copy			
Educational Copies		229	
Employee/Independent Contractor	137	137	158
Retail/Business			140
Total Average Single Copy	137	366	298
Total Average Qualified Circulation - Print	137	366	298
Total Average Circulation - Print	13,108	10,303	17,424
1B. THE COURIER - DIGITAL NONREPLICA			
Qualified Circulation			
Restricted Access Website	742	741	742
Total Average Qualified Circulation - Digital Nonreplica	742	741	742
Total Average Circulation - Digital Nonreplica	742	741	742
TOTAL AVERAGE CIRCULATION - PRINT & DIGITAL AND NONREPLICA	13,850	11,044	18,166

Publishing Plans

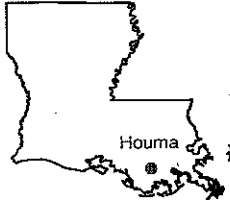
THE COURIER	Frequency: Daily Delivery Vehicle(s): Print, online Primary Circulation Classification: Paid Website(s): www.houmatoday.com
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HOUMA, LOUISIANA



LEGEND

- COUNTY BOUNDARY
- ZIP CODE BOUNDARY
- HOUMA CORPORATE LIMITS
- NEWSPAPER DISTRIBUTION AREA



Alliance for Audited Media
C1044-R15

2. TOTAL AVERAGE CIRCULATION By Market: (Optional)

AUDIT STATEMENT

	Sun			Avg Mon-Fri			Sat		
	Audited Circulation	Publisher's Statement Claim	Difference	Audited Circulation	Publisher's Statement Claim	Difference	Audited Circulation	Publisher's Statement Claim	Difference
The Courier	13,850	13,850		11,044	11,044		18,166	18,166	
Total Average Circulation	13,850	13,850		11,044	11,044		18,166	18,166	

AVERAGE CIRCULATION BY QUARTERS for the previous audits and period covered by this report:

Calendar Quarter Ended	Sun Total Avg. Circ.	Avg Mon-Fri Total Avg. Circ.	Sat Total Avg. Circ.
March 27, 2011	15,890	12,728	21,151
June 26, 2011	16,184	12,491	21,009
September 25, 2011	16,003	12,159	20,766
December 25, 2011	15,859	11,957	20,299
March 31, 2012	15,226	11,802	20,237
June 30, 2012	14,689	11,437	20,002
September 30, 2012	14,683	11,357	19,950
December 31, 2012	14,447	11,248	19,522
March 31, 2013	14,324	11,114	19,086
June 30, 2013	14,454	11,269	19,094
September 30, 2013	14,684	11,551	19,367
December 31, 2013	14,593	11,616	18,892
March 31, 2014	14,494	11,576	18,694
June 30, 2014	14,358	11,439	18,673
September 30, 2014	14,630	11,387	18,667
December 28, 2014	15,612	12,183	20,023
March 29, 2015	13,703	11,045	17,510
June 28, 2015	13,128	10,675	17,937
September 27, 2015	12,644	10,178	17,109
December 27, 2015	12,241	9,921	16,712

3. ACTUAL ONE-DAY GROSS DISTRIBUTION AND AVERAGE PROJECTED CIRCULATION AVERAGES BY PARISHES OR COUNTIES:

Sun, September 13, 2015; Thu, September 24, 2015; Sat, September 12, 2015.

(OH's) Occupied Households - #1-1-15 The Nielsen Company (U.S.), Inc.

The "Average Projected Circulation" (Avg. Proj. Circ.) has been arrived at by projecting the audit period averages to the one day distribution figures in this report.

State Parish or County	OH's #1-15 Estimate	Sun					Thu					Sat													
		The Courier					The Courier					The Courier													
		Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Sun Avg. Proj. Circ.	Hshld. Cov.	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Avg. Mon-Fri Avg. Proj. Circ.*	Hshld. Cov.	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total Circ.	Sat Avg. Proj. Circ.	Hshld. Cov.		
LOUISIANA																									
LAFORCHE	36,235	678	1,159	20	1,857	1	1,858	1,870	5.2%	203	222	425	1	426	393	1.1%	5,321	1,977	190	7,488	16	7,504	7,502	20.7%	
TERREBONNE	41,289	8,017	2,505	50	10,572	129	10,701	10,768	26.1%	7,955	911	50	8,916	1,573	10,489	9,682	23.4%	7,998	935	50	8,983	129	9,112	9,109	22.1%
Miscellaneous Counties		119	319		438	8	446	449		109	8		117	128	245	226		798	3		801	8	809	809	
TOTAL IN LOUISIANA		8,914	3,983	70	12,867	138	13,005	13,087		8,267	1,141	50	9,458	1,702	11,160	10,301		14,117	2,915	240	17,272	153	17,425	17,420	
All Other		20			20	2	22	21					2	2	2						4	4	4	4	
TOTAL PRINT CIRCULATION		8,834	3,983	70	12,887	140	13,027	13,108		8,267	1,141	50	9,458	1,704	11,162	10,303		14,117	2,915	240	17,272	157	17,429	17,424	
DIGITAL NONREPLICA CIRCULATION		761			761		761	742					752	752	741						755	755	742		
TOTAL AVERAGE CIRCULATION		9,595	3,983	70	13,648	140	13,788	13,850		8,267	1,141	50	9,458	2,456	11,914	11,044		14,117	2,915	240	17,272	912	18,184	18,166	
#County population and occupied household estimates appearing in AAM reports are obtained from The Nielsen Company (U.S.), Inc. The Nielsen Company (U.S.), Inc. estimates are intended for your company's use during its normal course of business, and, while the information may be provided to third parties during such course of business, it may not be sold or sub-licensed to third parties or electronically integrated into third party systems without the prior written consent of The Nielsen Company (U.S.), Inc.																									
*Arrived at by relating actual gross distribution figures to average circulation for the period covered by this report.																									

#County population and occupied household estimates appearing in AAM reports are obtained from The Nielsen Company (U.S.), Inc. The Nielsen Company (U.S.), Inc. estimates are intended for your company's use during its normal course of business, and, while the information may be provided to third parties during such course of business, it may not be sold or sub-licensed to third parties or electronically integrated into third party systems without the prior written consent of The Nielsen Company (U.S.), Inc.

*Arrived at by relating actual gross distribution figures to average circulation for the period covered by this report.

3B. DISTRIBUTION BY ZIP CODES RECEIVING 25 OR MORE COPIES:

SOURCE - U.S. ZIP Code Directory, #1-1-15 The Nielsen Company (U.S.), Inc., See Par. 5.

STATE ZIP Code	Sun										Thu										Sat									
	The Courier					The Courier					The Courier					The Courier					The Courier									
	OH's #1-1-15 Estimate	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Sun Avg. Proj. Circ.	Hsthd. Cov.	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Avg Mon-Fri Avg. Proj. Circ.	Hsthd. Cov.	Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Qualified	Total	Sat Avg. Proj. Circ.	Hsthd. Cov.					
LOUISIANA																														
70301	17,107	203	728		931		931	937	5.5%	33	161		194		194	184	1.0%	3,243	1,912	140	5,295	15	5,310	5,308	31.0%					
70343	1,900	524	70		594		594	598	31.5%	523	15		538		538	568	524	27.6%	525	15		540		540	540	28.4%				
70344	1,930	300	195		495		495	498	25.8%	297	81		378		378	528	487	25.2%	300	77		377		377	377	19.5%				
70345	3,497	82		20	102		102	103	2.9%									518		30	548		548	548	15.7%					
70354	1,783																	90		20	110		110	110	6.2%					
70357	1,205	12	155		167		167	168	13.9%									141			141		141	141	11.7%					
70359	2,947	421	217	15	653		653	660	22.4%	412	50	15	477		477	510	471	15.0%	415	40	15	470	3	473	473	16.1%				
70360	10,656	2,438	688	35	3,161		3,161	3,293	30.9%	2,422	327	35	2,784		2,784	392	2,932	27.5%	2,434	355	35	2,824	112	2,936	2,935	27.5%				
70363	8,982	1,807	774		2,581		2,581	2,604	29.0%	1,805	275		2,080		2,080	2,467	2,277	25.4%	1,806	283		2,089	7	2,096	2,095	23.3%				
70364	11,711	1,942	278		2,220		2,220	2,239	19.1%	1,921	85		2,006		2,006	399	2,220	19.0%	1,939	85		2,024	5	2,029	2,028	17.3%				
70374	2,807	117	77		194		194	195	6.9%	51	16		67		67	67	62	2.2%	415	16		431		431	431	15.4%				
70375	189																	295			295		295	295	156.1%					
70377	1,329	319	180		499		499	502	37.8%	323	53		376		376	466	430	32.4%	320	57		377		377	377	28.4%				
70394	4,933	264	199		463		463	467	9.5%	119	45		164		164	1	165	3.1%	619	49		668	1	669	669	13.6%				
70395	1,860	266	73		339		339	343	18.4%	252	25		277		277	62	339	313	16.8%	259	23		282	2	284	284	15.3%			
70397			30		30		30	30	6.7%																					
	450																													
Miscellaneous ZIP Codes		139	319		458		458	471		109	8		117		117	130	247	228		798	3		801	12	813	813				
TOTAL PRINT CIRCULATION	8,834	3,983	70	12,887	140	13,027	13,108		8,267	1,141	50	9,458	1,704	11,162	10,303		14,117	2,915	240	17,272	157	17,429	17,424							
DIGITAL NONREPLICA CIRCULATION	761				761		761	742		8,267	1,141	50	9,458	2,456	11,914	11,044		14,117	2,915	240	17,272	755	755	742						
TOTAL AVERAGE CIRCULATION	9,595	3,983	70	13,848	140	13,788	13,850		8,267	1,141	50	9,458	2,456	11,914	11,044		14,117	2,915	240	17,272	912	18,184	18,166							

4. BASIC PRICES as of December 31, 2015 (subscription sales based on 52 weeks/1 year)

Frequency	Home Delivery		Single Copy	Mail
	Print	Digital Nonreplica	Print	Print
Mon-Sat & Sun	\$174.00	\$142.80		\$263.00
Mon-Fri & Sun	\$160.88			
Mon-Fri			\$0.75	
Sat			\$0.75	
Sun	\$37.41		\$1.50	

5. NOTES:

REPORT ENDING DATE

December 31, 2015

JOINT DISTRIBUTION AGREEMENT

Joint Distribution represents copies served to subscribers of THE DAILY COMET, Thibodaux, Louisiana, who have been notified that established prices for their subscriptions include service of this publication on Saturday and that no other service options are offered to them.

QUALIFIED RETAIL/BUSINESS

Included in Qualified Retail/Business are copies distributed through publisher-maintained venues. Verification is made of distribution to location only, and not of actual pick-up.

PUBLISHER'S RETURN POLICY

Fully Returnable

THE NIELSEN COMPANY (U.S.) INC. ESTIMATES

County population and occupied household estimates appearing in AAM reports are obtained from The Nielsen Company (U.S.), Inc. The Nielsen Company (U.S.), Inc. estimates are intended for your company's use during its normal course of business, and, while the information may be provided to third parties during such course of business, it may not be sold or sub-licensed to third parties or electronically integrated into third party systems without the prior written consent of The Nielsen Company (U.S.), Inc.

Marian Long, Advertising Director
Telephone 985-857-2291 - FAX 985-857-2229
3030 Barrow St., P.O. Box 2717
Houma, LA 70360
e-mail: marian.long@houmatoday.com

To Members of the Alliance for Audited Media:

We have examined the circulation records and other data presented by this publication for the period covered by this report. Our examination was made in accordance with AAM's Bylaws and Rules, and included such tests and other audit procedures as we considered necessary under the circumstances.

In our opinion, the total average circulation for the period shown is fairly stated in this report, and the other data contained in this report are fairly stated in all respects material to average circulation.

Alliance for Audited Media

**U.S. POSTAL SERVICE® STATEMENT OF OWNERSHIP,
MANAGEMENT AND CIRCULATION Required by 39 U.S.C. 3685.**

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City Editor: Vacant
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A. Total Number of Copies (Net Press Run): 10245 -- 8556
B. Paid Circulation (By Mail and Outside the Mail): (1) Mailed Outside-County Paid Subscriptions, Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies): 40 -- 40; (2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies): 0 -- 0; (3) Paid Distribution Outside the Mails including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®: 10084 -- 8506; (4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®): 0 -- 0
C. Total Paid Distribution [Sum of 15b (1), (2), (3), and (4)]: 10124 -- 8546
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- I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.
17. Publication of Statement of Ownership: If the publication is a general publication, publication of this statement is required. Will be printed in the 09/29/2016 issue of this publication.



Happy Mother's Day

THE COURIER

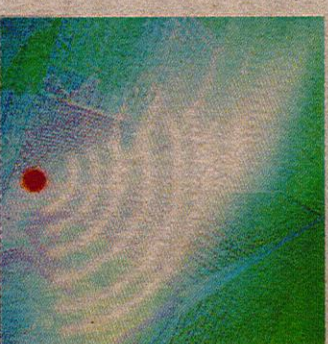
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LOOKING AHEAD | A8

ON OUR RADAR

Check out some of the stories we will be covering this week

CORRECTION

A story Saturday

Category Number:
Item Number: 2.



Monday, May 22, 2017

Item Title:

Civic Center Catering Contract Renewals

Item Summary:

RESOLUTION: Authorizing a one-year renewal of Professional Service Contracts for Catering Services at the Houma-Terrebonne Civic Center.

ATTACHMENTS:

Description	Upload Date	Type
Civic Center Catering Contract Renewals	5/15/2017	Executive Summary
Civic Center Catering Contract Renewals	5/15/2017	Resolution
Civic Center Catering Contract Renewals	5/15/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Professional Service Contracts- Civic Center Catering

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution requesting a one-year renewal of the professional service contracts already in place for four caterers at the Houma Civic Center.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The following four caterers have fulfilled the original three-year contract term of their professional services agreement with the Houma Civic Center and wish to renew their contract for another one-year term as outlined in the contract attached. Premier Catering & Events Inc.; RGR, Inc/DBA Heads & Tails Catering; Cannatas Supermarket Inc.; JFK Enterprises of Lafourche/DBA Cashio’s 360 Catering.

TOTAL EXPENDITURE				
\$0				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL (N/A)			ESTIMATED (N/A)	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
(N/A)	NO	YES	IF YES AMOUNT BUDGETED:	

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

Janel Ricca

Signature

5/15/17

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 17-_____

A RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF PROFESSIONAL SERVICE CONTRACTS FOR CATERING SERVICES AT THE HOUMA-TERREBONNE CIVIC CENTER.

WHEREAS, Terrebonne Parish Consolidated Government wishes to renew professional catering services of companies currently contracted at the Houma-Terrebonne Civic Center, and

WHEREAS, Resolution# 10-289 authorized the Parish President to enter into a three-year professional services agreement with Premier Catering & Events Inc., RGR, Inc./DBA Heads & Tails Catering and Cannatas Supermarket Inc, and Resolution# 14-335 authorized the same for JFK Enterprises of Lafourche/DBA Cashio's 360 Catering, and

WHEREAS, the contract allows for one-year renewals thereafter, and

WHEREAS, these four caterers and Civic Center Management wish to renew the professional service agreements for one year, and

WHEREAS, these four caterers have provided quality and value to the clients of the Houma Civic Center since coming on as approved caterers, and

WHEREAS, these caterers represent all of the caterers currently on the Civic Center's approved catering list, which allows up to five caterers in total, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Policy and Procedure Committee), on behalf of the Terrebonne Parish Consolidated Government, that the terms of the existing professional service contracts with Premier Catering & Events Inc., RGR, Inc./DBA Heads & Tails Catering, Cannatas Supermarket Inc., and JFK Enterprises of Lafourche/DBA Cashio's 360 Catering for catering services at the Houma Civic Center be extended for one year.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2017

Houma-Terrebonne Civic Center

CATERING AGREEMENT

AGREEMENT entered into between the TERREBONNE PARISH CONSOLIDATED GOVERNMENT (hereinafter referred to as Center) and _____ (hereinafter referred to as Caterer) as of the ____ day of ____, ____ relating to providing food, beverages and/or alcoholic beverage services by Caterer for events which are to take place at the Center.

BACKGROUND STATEMENTS

- A. Caterer has applied to Center for approval as an authorized Caterer of persons, firms or corporations which may hereafter sponsor, host or put on any event at the Center, and desire to provide food, beverages and alcoholic beverages to their guests.
- B. Center has approved authorized Caterer, together with other caterers which it deems qualified and capable of providing such food and beverage services for events authorized under separate rental agreements with third parties for use of the Center.
- C. Center's approval of Caterer is non-exclusive and may be terminated by either party with a 30-day written notice, subject to the Caterer completing any outstanding catering engagements at the Center, or the Caterer must work with Center staff to find a suitable replacement.
- D. A history of poor service, customer complaints, uncooperative working relationship with the Center's staff, steering events away from Center and other issues that cause the reputation of the Center to be harmed, may result in cancellation of this agreement at the sole discretion of the Center.
- E. Center and Caterer wish to document the terms and conditions, which will be applicable to them when Caterer has been engaged by the host of an event to perform catering services at the Center.
- F. Caterers that were used less than six times in the previous year may be dropped from the Caterer's list.
- G. Except as otherwise set forth herein, the initial term of this agreement between the Center and the Caterer shall be until _____, _____, with additional one year options assuming all requirements of previous year agreement have been satisfactory met.
- H. Signing this agreement will make any previous agreements null and void.
- I. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is, therefore, agreed as follows:

AGREEMENTS

- A. Background Statements. The above and forgoing background statements are an integral part of this Agreement and are incorporated herein by reference.
- B. Term. This agreement is effective upon execution of this document and may be terminated by either party, at will, in conformance with Item M under "Agreements" herein. Caterer shall remain responsible to Center for all obligations incurred by it prior to Center's receipt of such notice of termination.
- C. Definitions. "Catering" means the serving of food and beverages at an event at the Center, whether buffet style or seated. "Gross billing" means the total costs billed by Caterer to its Customer, and includes food and beverages (alcoholic and nonalcoholic content) and other costs and gratuities, but does not include sales taxes.

- D. Caterer's Contract with Customer. Caterer's agreement with its customer shall be for a prearranged guaranteed price. Cash sales of food, beverages and alcoholic beverages by Caterer, not included on client's original signed invoice, are prohibited at the event without prior approval from a Center Manager. Caterer shall provide Center a detailed menu agreed upon between Caterer and Client two weeks prior to event. Caterer is responsible for providing materials necessary for client to take home leftover food after event.
- E. Use of Subcontractors. If it becomes necessary for the prime Caterer to use subcontractors, the TPCG urges the prime Caterer to use Louisiana vendors, including small and emerging businesses. In all events, any subcontractor used by the prime should be identified to the Civic Center Director. Subcontractors must agree to be bound by the terms of this proposal and the contract. The prime Caterer shall assume total responsibility for compliance.
- F. Notice to Center. Caterer shall promptly provide written notice to the Center's Administrative Office during normal business hours 8:00 am - 5:00 pm upon execution of a contract to provide catering services at the Center.
- G. Reporting: Audits.
- 1) Records - Within three years of the date of the event, the Houma Terrebonne Civic Center (CENTER) shall have the right to review and from time to time audit all records of CATERER relating to Gross Billings and all related matters. CATERER shall maintain pertinent records for a minimum of three (3) years or a greater amount of time, if required by law.
 - 2) Center Request - At any time during this Agreement and from time to time, CENTER or its designated agent(s) may audit, with seventy-two (72) hours prior notice to CATERER, all accounting and financial records and procedures of the CATERER and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at the CATERER'S home office or such place as the records shall be kept and maintained by CATERER. Any discrepancies shall be noted and, except in case of theft, criminal conduct amounting to a felony, actionable fraud (as opposed to negligent misrepresentation), gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations), the CATERER shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of CENTER to note any discrepancies with respect to the CATERER's accounting and financial procedures shall not relieve the CATERER of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of Gross Billings is understated by 5% or more, affecting the commissionable amount which shall be properly accounted for as Gross Billings to the CENTER, the CATERER shall bear the costs of the audit.
- H. Personnel.
- 1) Employment, Training, Supervision. The CATERER shall employ, train and closely supervise all persons necessary to the conduct of the business hereunder and will hire said persons with appropriate qualifications and experience in sufficient numbers to provide all services appropriate for the operations granted under this Agreement. All persons hired and employed by CATERER shall be the sole and exclusive employees of the CATERER and shall be paid by CATERER. CATERER shall pay all applicable social security, unemployment, workers' compensation and other employment taxes. CATERER shall see that employees who serve and dispense alcoholic beverages shall be trained to and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CENTER shall have the right to require CATERER to permanently remove any CATERER personnel if their performance is deemed unsatisfactory by the CENTER or CATERER. All costs of hiring, training and employment shall be a direct operating expense to CATERER.
 - 2) Management Staff. CATERER shall provide competent Management Staff. CATERER supervisory personnel shall be available on site at Houma-Terrebonne Civic Center during all events when Catering services are available. CATERER shall also provide supervisor personnel, as requested by CENTER or client(s) or CENTER'S designee, to attend client meetings, provide customer service, prepare for

events, or any other service requested by CENTER which involves Catering services for which CATERER has been selected.

- 3) Employees. The CATERER shall not employ any person who shall use improper language or who acts in a loud or boisterous manner. Employees shall be clean, courteous, efficient and properly trained to maintain a first-class Catering operation. Employees shall be attired in clean uniforms at all times when at the HOUMA-TERREBONNE CIVIC CENTER.
- 4) CATERER's agents, employees and officers shall be admitted to LOCATION without payment of an admission fee while they are actually working, at an entrance to be designated by the CENTER, in such numbers as the CATERER may reasonably require for conducting its operations.
- I. Trademark/Branding, Protecting. CATERER shall not commercially exploit by sale or otherwise any item or article which includes any of the following marks: Houma-Terrebonne Civic Center, the general design, logo, or confusingly similar variations of the Houma-Terrebonne Civic Center facility or its CENTER without CENTER's written consent.
- J. Independent Contractor. Caterer is an independent contractor, providing goods and services to third parties on a contractual basis. Nothing contained herein shall make Caterer an agent, associate, joint venture partner or representative of Center or Terrebonne Parish Consolidated Government.
- K. Non-Assignability. This agreement is personal to Caterer and may not be assigned, transferred, or sublet by Caterer without prior written approval of Center.
- L. Rules and Regulations. Center reserves the right to establish or revise rules, regulations, terms and conditions applicable to Center and/or catering services at Center. Such new or revised rules shall be effective upon delivery of same, in writing, to Caterer. Delivery shall be effective whether hand delivered, mailed or transmitted by fax or email.
- M. Exclusivity Agreements. Caterer shall abide by any exclusivity agreements that the Center has negotiated with a third party.
- N. Termination. This Agreement shall be terminated under any and all of the following conditions:
 - 1) By written mutual agreement and consent of the parties hereto.
 - 2) By thirty (30) days written notice by TPCG or Caterer.
 - 3) By annual determination of CENTER that low demand for CATERER adversely impacts anticipated revenue generation for the CENTER.
 - 4) Immediately upon determination by CENTER of CATERER'S history of poor service, customer complaints, uncooperative working relationship with the CENTER'S staff, steering events away from CENTER or any other issue(s) that would cause the reputation of the CENTER to be harmed.
 - 5) Immediately upon failure of Caterer to comply with the CHARGES section of this agreement.
- O. No Waiver. The failure of TPCG or Caterer 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.
- P. Applicable 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.
- Q. Notices - Any notice to be given in connection with this Agreement shall be in writing and shall be deemed to have been given and delivered on the date delivered in person to a designated authorized representative on behalf of the corporation or entity, or upon the expiration of five (5) business days following the date of the mailed transmittal by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To: HOUMA-TERREBONNE CIVIC CENTER: Janel Ricca, Civic Center Director, 346 CIVIC CENTER BLVD, HOUMA, LA, 70360

With Copies to: TERREBONNE PARISH CONSOLIDATED GOVERNMENT, Terrebonne Parish President, PO Box 6097, Houma, LA 70361

With Copies to: OFFICE OF THE PARISH ATTORNEY, 620 School Street, Suite A, Houma, LA 70360

Either party may change its address for notice by giving the other party ten (10) days written notice of such change.

INSURANCE and INDEMNITY

INDEMNITY - CATERER agrees to defend, indemnify, save and hold harmless the CENTER, its departments, agencies, boards and commissions, its offices, agents, servants, employees, and volunteers from and against all suits and claims, demands, expense and liability that may be based on any injury or alleged to any person (including death) or to the damage, loss or destruction of any property of any person, firm or corporation that may occur, arise, or that may be alleged to have arisen out of the CATERER's Operations, or any willful act or negligence of CATERER, its agents, servants, subcontractors, or employees of CATERER, even if the claim is groundless, false or fraudulent, whether such claim shall be made by an employee of the CATERER or by any third party, and whether or not it shall be claimed that the damages alleged in connection with such suit or claim were caused through a willful or negligent act or omission of CATERER, its agents, servants, employees, or subcontractors. CATERER shall provide or reimburse CENTER any and all costs, expense and/or attorney fees incurred by CENTER including costs incurred in enforcing this indemnity provision as a result of any claim, demands, and/or cause of action including groundless, false or fraudulent claims, except those claims, demands, and/or cause of action arising out of the sole negligence of CENTER; and CATERER agrees to investigate, handle, respond to, provide defense for and defend any claim, demand, or suit as described in the section at its sole expense, even if the claims, demands, or suit is groundless, false or fraudulent.

The Caterer further agrees that, in order to protect itself and the Client under the above indemnity agreement, it will at all times during the term of this agreement keep in force and effect a policy of comprehensive general liability insurance, automobile liability insurance, and Worker's Compensation Insurance issued by a company or companies authorized to do business in the State of Louisiana and satisfactory to the Client. Coverage shall include as an additional insured the Terrebonne Parish Consolidated Government, the Center, and its officers, agents, and employees. Coverage shall also include a waiver of subrogation under Workers' Compensation. The Caterer shall furnish a certificate reflecting that the proper insurance coverage is in force to the Client at the time of the execution of this agreement. Insurance requirements for Caterer are found in Addendum A which is attached and incorporated herein.

CHARGES

- A. A yearly fee of **\$350.00** shall be collected from each caterer to allow their establishment to remain on the CENTER's advertised list of authorized catering services.

Payment shall be made to the Houma Terrebonne Civic Center and mailed to 346 Civic Center Blvd. Houma, LA 70360, or dropped off during normal business hours between the hours of 8:00 am -5:00 pm, Monday thru Friday.

- B. **Commission.** Caterer shall pay to Center a commission of seventeen percent (17%) of gross billings less sales tax for all catered events where kitchen access* is needed, with a \$100 minimum charge that would apply on the 2% difference of 17% to 15% for use of the kitchen. Caterer shall pay to the Center a commission of fifteen percent (15%) of gross billings less sales tax for all drop-off events. A fee of fifteen percent (15%) of gross billings less sales tax will be collected from the caterer for all "hosted" bar and "cash" bar sales.

All catering service payments from the client shall be made directly to the Caterer. Caterer will provide to Center true copies of Caterer's Gross Billing to its customer. Such invoices shall be signed by the Caterer's customer. Within seven days prior to a catered event, the Caterer agrees to provide the Center staff member in charge of each event with a copy of the guest's bill, signed by the guest. The Caterer agrees to remit the appropriate payment to the Center within 10 business days following the catered event. Such payments may be made to the Center in cash or check. Payment should also include signed copies of any subsequent invoices reflecting changes or additional purchases not previously submitted.

If Caterer donates, or allows others to donate, goods and services to client, caterer will be required to pay the Center 15% commission of the retail value of the goods and services donated and provided.

After failing to follow this procedure, the Caterer understands that their organization will be immediately dropped from the Center's Authorized Caterer's List without a refund of annual fee.

- * Kitchen access is defined as the use of the kitchen workspace, stove, ovens, fryers, walk-in cooler, freezers, ice maker, dishwashing unit, and unused shelving and counterspace.

CATERER'S RESPONSIBILITIES AND RESTRICTIONS

- A. Caterer shall ensure compliance with all applicable rules and regulations of any governmental authority.
- B. Caterer warrants that it is now and at the time of every catered event will be in compliance with and will have secured all necessary licenses and permits required under applicable laws and regulations including a catering license and liquor license. Failure of Caterer to be continuously licensed or in possession of required permits with respect to any future event shall entitle Center to immediately cancel this Agreement and terminate any catering services which may then be pending or in progress. A current copy of Caterers permits must be given to Center to keep on file.
- C. Caterer shall provide to Center, no later than seven (7) days from the execution date of this Agreement, insurance coverage consistent with Addendum A.
- D. Caterer must provide evidence of financial ability by submitting a financial statement on an **annual** basis.
- E. Caterer shall ensure compliance with all applicable rules and policies of the Center, including but not limited to the following:
 - 1) All food and beverage shall be expertly prepared and presented in a professional manner based on public facility industry standards and comparable facilities.
 - 2) No one under the age of 18 is allowed in kitchen when preparing for a catered event.
 - 3) For advance requests by Caterer to utilize the kitchen beyond the 12 hour rental to prepare food and beverage for an event at the Center, caterer will be charged a kitchen usage fee of **\$75** an hour, thereafter, upon approval.
 - 4) For advance requests by Caterer to utilize the Center's kitchen to prepare food and beverage for an event *outside* the Center and that request is approved by the Center's Director, Caterer must agree to pay a kitchen usage fee of **\$75** an hour on weekdays between 8:00 am and 5:00 pm and **\$150** an hour on weekends or afterhours on weekdays.
 - 5) For advance requests by Caterer to utilize the kitchen to prepare food and beverage for an event *outside* of the Center while preparing food and beverage for an event at the Center during the 12 hour preparation time, Caterer will be charged a fee of **\$250**, upon approval.
 - 6) If the Center's staff discovers that an Authorized Caterer is providing food and beverage for an event being held outside of the Center **without written permission** from the Center's Director, the

Caterer will be charged a kitchen fee of \$350 and could be removed from the Approved Caterer's List.

- 7) If caterer prepares food and beverage for an event *outside* of the Center without obtaining prior approval from Center's Director after the first written warning, the Caterer will be removed from the Center's Approved Caterer's List without refund of annual fee and will not be allowed to cater for the Center for one year. **NO EXCEPTIONS!**
- 8) Caterer will not be allowed to hire the Center's full-time employees.
- 9) No grease will be drained into the Center's sanitary system as a result of food service operations. A grease trap, maintained by Center, is available on site for grease disposal.
- 10) Caterer is responsible for cleaning up all areas used by Caterer immediately after the event. All Caterer's equipment and supplies shall be immediately removed from the Center. No items shall be left for future removal. **All trash generated in connection with the event shall be disposed of in dumpster or similar receptacle specified by the Center. All seafood refuse must be disposed of off-site of Center.** Caterer must leave kitchen clean and orderly after event. Failure to do so will result in billing the Caterer a \$150.00 minimum cleanup fee, plus any other necessary and reasonable costs, which Caterer hereby agrees to pay on demand, and may result in the termination of the Caterer's use of the Center.
- 11) Caterer will not injure, mar, deface, or otherwise damage or permit to be damaged any portion of the Center in any manner whatsoever. If any portion of the Center is damaged by the acts or omissions of Caterer, by its agents, employees, subcontractors or other persons admitted to the Center by the Caterer, Caterer will promptly pay to the Center upon demand such sums as may be necessary to restore the Center to its original condition, includes but not limited to small wares, appliances and equipment.
- 12) Caterer shall ensure that all equipment, materials and supplies for catered functions will arrive with Caterer at setup time. Setup shall be performed immediately prior to the scheduled start of the catered event. All equipment and supplies not expressly stated to be provided by the Center shall be the sole responsibility of Caterer. No deliveries will be received by Center from third parties (for example: rental companies, florists, etc.) unless Caterer personnel is present for check-in. Caterer will be solely responsible to move Caterer's equipment and will not call upon Center to provide any personnel for that purpose or to assist with it. Food, equipment and supplies will normally be delivered and removed through the loading dock at the rear of the Center. Caterer requesting to have food and beverage delivered to the Center prior to event must have advance approval by Center Director and must still be received by Caterer's personnel. Center is not responsible for food and beverage stored in the Center's kitchen prior to an event.
- 13) For drop-off events, if caterer, in fact, uses the Center's kitchen, cooking utensils, and other kitchen aids, caterer will be charged a seventeen percent (17%) commission fee, rather than the fifteen percent (15%) drop-off commission fee as outlined in Item B under "Charges."
- 14) Caterer may be financially responsible for any equipment or small wares damaged or broken during their catering shift.
- 15) Center shall not be responsible for the discontinuation or interruption of any utility service, unless caused by the gross negligence or willful misconduct of Center.
- 16) Caterer shall comply with the terms of this agreement, the terms of the Request for Statement of Qualifications and CATERER'S own proposal.

CENTER'S RESPONSIBILITIES

- A. HTCC shall maintain its kitchen inventory and equipment in proper working order, subject to normal wear & tear.
- B. HTCC shall maintain all kitchen safety equipment and inspections as regulated by Federal, State, and Local guidelines.
- C. TPCG shall have a dumpster on site for use for all non-seafood refuse.
- D. The Civic Center shall have smallwares inventory/equipment for rent on an as-need, first-come, first-serve basis.
- E. Center shall have at least one (1) employee present at the Center during any catered event.
- F. Should Caterer request kitchen access, Center shall allow Caterer to designate twelve (12) hours of work time between the hours of 7am-12am.
- G. Center shall provide tables and chairs from its inventory. If the catered event requires more tables and chairs than are available in the Center's inventory, Caterer shall be solely responsible for such additional equipment.
- H. Center may not be required to provide HVAC or full lighting during setup or cleanup periods.
- I. Center reserves the right to authorize a leasee to provide its own services, exclusive of a Caterer's services or a portion of services.
- J. Center shall provide all utilities, electricity, gas, water, and repairs and maintenance to Center premises not to include telephone service or telephone equipment or computer equipment.

CENTER HOSTED EVENTS

- A. Center reserves the right to hire or not hire a Caterer from the Center's Authorized Caterer's List for events hosted or sponsored by the Center or TPCG without notifying Authorized caterers.
- B. Center reserves the right to select a caterer from the Center's Authorized Catering List for events hosted or sponsored by the Houma-Terrebonne Civic Center without entering into a bidding/competition process with the Center's Authorized Caterers.
- C. Center reserves the right to select a caterer to provide food and beverage service for events based on menu submitted by the Center.
- D. Center will not submit a security deposit for any catering service prior to the event.
- E. Center agrees to pay caterer within ten business days after hosted event.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement this 11th day of June, 2010.

CATERING COMPANY

By: (signature) _____

Print Name: _____

Title: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Fax: _____

Email: _____

FACILITY

By: _____
Parish President

By: _____
Civic Center Director

ADDENDUM A

Insurance

The Caterer 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 parties, its agents, representatives, employees or drivers.

Minimum Limits of Insurance. All parties shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
 - a) Alternate Employer Endorsement
 - b) Voluntary Compensation Endorsement
4. Liquor Liability Coverage

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

1. TPCG/ Center 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."
2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
3. 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.
4. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

Workers' Compensation and Employers Liability Coverage. The insuring parties and the 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.

All Coverage.

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."
2. All policies above endorsed to be primary coverage to any other coverage.
3. Coverage should be endorsed to cover proper "territory" of operations.

Acceptability of Insurers. Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-V1.

Verification of Coverage. The parties to this agreement shall furnish to each other party 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 receiving party before work commences. Each party reserves the right to require complete, certified copies of all required policies, at any time.

Subcontractors. All subcontractors of Caterer shall be required to comply with all terms of this contract and to provide all insurance coverage herein required in favor of Center/TPCG.

Category Number:
Item Number: 3.



Monday, May 22, 2017

Item Title:

Co-sponsorship Request, Aqua Safety First

Item Summary:

Consider co-sponsorship request for the Aqua Safety First Community Program at the Dumas Auditorium on June 3, 2017.

ATTACHMENTS:

Description

Co-sponsorship Request Form

Upload Date

5/17/2017

Type

Backup Material

Name of Applicant/Agency (seeking co-sponsorship):

Aqua Safety First Community Program

Name of Authorized Representative and Capacity (if applicant is not an individual):

WOODROW J. PARKER

Mailing Address:

1308 2ND STREET Morgan City, LA 70380

Telephone Number:

504-617-5881

E-Mail Address:

AQUASAFETYONE@gmail.com

Location and Date of Event:

Dumas Auditorium / 301 W. TUNNE BLVD. 70360 JUNE 3, 2017 (SAT)

Describe the reason for the co-sponsorship, the nature of the contemplated event and how such serves a public purpose:

SERVING DUMAS PARK & HOUMA AND SURROUNDING AREAS. ASFPD IS A NON-PROFIT PROGRESSIVE INITIATIVE THAT WAS FORMED TO PROACTIVELY PREPARE LA RESIDENTS OF ALL AGES FOR WATER SAFETY... (SEE ATTACHED BROCHURE)

Services Requested:

YOUR PERMISSION TO PLACE THIS EVENT ON OFFICIAL PARISH WEBSITE * MAY NEED HOUMA POLICE DEPT. FOR PARKING *

Signature

Date

(TPCG USE ONLY)

Date Received:

Signed: