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# **TERREBONNE PARISH COUNCIL**

## **COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE**

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



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 26, 2017  
5:40 AM

Parish Council Meeting Room

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**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 all necessary documents to submit an application for FY 2017 Supplemental Funding to the Administration for Children and Families for the Head Start Program.
2. **RESOLUTION:** Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No. FMA-PJ-LA-2015-005 to complete the elevation of 3304 Woodcrest Avenue, Houma.
3. **RESOLUTION:** Authorizing the Parish President to execute a Cooperative Endeavor Agreement (CEA) with

South Central Planning and Development Commission as Terrebonne Parish Consolidated Government's Houma Thibodaux Metropolitan Planning Organization to perform the Stage 0 Feasibility Study for Civic Center Blvd Roundabout.

4. Discussion and possible action regarding bounties on nutrias.
5. Adjourn

Category Number:  
Item Number:



Monday, June 26, 2017

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**Item Title:**  
INVOCATION

**Item Summary:**  
INVOCATION

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Category Number:  
Item Number:



Monday, June 26, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, June 26, 2017

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**Item Title:**

Head Start Supplemental Funding Application

**Item Summary:**

RESOLUTION: Authorizing the Parish President to execute all necessary documents to submit an application for FY 2017 Supplemental Funding to the Administration for Children and Families for the Head Start Program.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Head Start Resolution	6/16/2017	Resolution
Head Start EX SUM	6/16/2017	Executive Summary
Head Start Back-Up	6/16/2017	Backup Material

## Resolution

A Resolution Authorizing the Parish President to execute all necessary documents to submit an application for FY 2017 Supplemental Funding to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the contract for funding once approved.

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

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

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



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
Head Start Supplemental Funding Application
<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
Authorizing the Parish President to execute all necessary documents to submit an application for FY 2017 Supplemental Funding to the Administration for Children and Families for the Head Start Program.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
To provide Head Start services in 10 classrooms which serve 170 children
<b>TOTAL EXPENDITURE</b>
Supplemental Funds of \$13,444.00
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>
<div>ACTUAL</div> <div>ESTIMATED</div>
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>
<div>N/A</div> <div>NO</div> <div>YES</div> <div>IF YES AMOUNT BUDGETED: \$1,929,261.00</div>

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

Signature

6-16-17

Date



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

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

June 2, 2017

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

Re: Grant No. 06CH010297

Dear Mr. Dove:

The Consolidated Appropriations Act, 2017, contains an increase of approximately \$85 million for programs under the Head Start Act for Fiscal Year (FY) 2017. A portion of the increase provides a cost-of-living adjustment (COLA) of 1.0 percent, depending on final funding decisions, to assist grantees in increasing staff salaries and fringe benefits and offsetting higher operating costs.

The following table reflects the amount of the COLA for the Head Start and/or Early Head Start programs in FY 2017.

Common Accounting Number (CAN)	COLA Amount
Head Start Program Operations	\$13,444
Early Head Start Program Operations	
<b>TOTAL</b>	<b>\$13,444</b>

#### Submission Requirements

Program Instruction ACF-PI-HS-17-02, dated May 12, 2017, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the funds. Please review the Program Instruction carefully to ensure your supplemental application meets the requirements for funding and contains all of the necessary information.

The supplemental application is due June 30, 2017 and must be submitted in the Head Start Enterprise System (HSES) at <https://hses.ohs.acf.hhs.gov/hsprograms>. Please select the Financials tab, Application tab, Fiscal Year 2017 and the budget period to add the 'Supplement' amendment type. For technical assistance in preparing the application, please contact the HSES Help Desk at [help@hsesinfo.org](mailto:help@hsesinfo.org) or 1-866-771-4737.



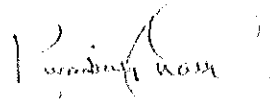
Please ensure the program narrative, budget and detailed budget justification submitted in the application documents demonstrate:

- An increase of 1.0 percent in the hourly rate of pay for each Head Start/Early Head Start employee and the pay scale subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- The rationale if employees are receiving less than the 1.0 percent COLA or differential COLA increases;
- The provision of the 1.0 percent increase to all delegate agencies and partners or justification if the full percentage is not provided to delegate agencies and partners;
- The planned uses for the balance of the COLA funds to offset higher operating costs;
- Each source of non-federal match, including the estimated amount per source and the valuation methodology; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if the application proposes a waiver of any portion of the non-federal match requirement.

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

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

Sincerely,



Kimberly Chalk  
Regional Program Manager  
Office of Head Start

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



Monday, June 26, 2017

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**Item Title:**

Elevation of 3304 Woodcrest Avenue, Houma

**Item Summary:**

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No. FMA-PJ-LA-2015-005 to complete the elevation of 3304 Woodcrest Avenue, Houma.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/19/2017	Executive Summary
Memo	6/19/2017	Cover Memo
Resolution	6/19/2017	Cover Memo
Financial Breakdown	6/19/2017	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 3304 Woodcrest Avenue, Houma, LA 70363

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2015-005 to complete the elevation of 3304 Woodcrest Avenue, Houma, LA 70363.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 3304 Woodcrest Avenue, Houma, LA 70363 for Michael and Linda Chauvin, owners of Unique Properties, LLC, property owner; and obligate the necessary FEMA Flood Hazard Mitigation Assistance funding to complete this mitigation.

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

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

Chris Pulaski

Signature

6/19/17

Date

June 19, 2017

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for Agenda for June 26 and 28, 2017  
Project No. FMA-PJ-LA-2015-005  
Property Elevation

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Attached is a resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, the first of the 2015 Repetitive Loss project presented. The resolution will allow the elevation of 3304 Woodcrest Avenue, Houma, LA 70363 for Michael and Linda Chauvin, owners of Unique Properties, LLC.

Should you have any questions or require additional information, please contact me at extension 6569.

Thanks,  
Chris

**OFFERED BY:**  
**SECONDED BY:**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE TERREBONNE PARISH FLOOD MITIGATION ASSISTANCE GRANT PROGRAM PROJECT NO. FMA-PJ-LA-2015-005 TO COMPLETE THE STRUCTURE ELEVATION OF 3304 WOODCREST AVENUE, HOUMA, LA 70363.**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been formally notified by FEMA and the Governor's Office of Homeland Security and Preparedness that the Flood Mitigation Assistance Grant Program, Project No. FMA-PJ-LA-2015-005, that the Parish is authorized to proceed with the mitigation of the following property:

Address:                   **3304 Woodcrest Avenue**  
                                  **Houma, LA 70363;**

Owned by:               **Unique Properties, LLC.;**

**WHEREAS**, under the administrative guidance of Solutient, the required "elevation packet" has been prepared and executed by the Solutient Corporation recommending elevation through the FMA program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish FEMA funded Flood Mitigation Assistance Program, Project No FMA-PJ-LA-2015-005 be hereby obligated to mitigate 3304 Woodcrest Avenue, Houma, LA 70363.

Unique Properties, LLC  
3304 Woodcrest Avenue  
Houma, LA 70363

Estimated Financial Breakdown Document

Grant ID # FMA-PJ-06-LA-2015-005  
Flood Mitigation Assistance (FMA) Program

Vendor: Orleans Shoring, Inc.

#### HMGP ELEVATION DETAILS

Activity	Amount
Elevation	\$ 121,180.00
Personnel Lift/Handicap Ramp	\$ -
Grant Management Fee	\$ 15,460.00
Potential Relocation Reimbursement (Est.)*	\$ 4,000.00
<b>Total Project Cost</b>	<b>\$ 140,640.00</b>

#### FUNDING SOURCE BREAKDOWN

	Responsible Party	Amount
Federal Share - up to 90%	FEMA HMGP Grant	\$ 126,976.00
Local Match - at least 10%		\$ -
	ICC**	\$ -
	Road Home	\$ -
	Homeowner Local Match	\$ 13,664.00
		\$ 13,664.00
<b>Total</b>		<b>\$ 140,640.00</b>

\* Homeowner bears 10% of the costs of relocation

\*\* Homeowner may qualify for up to \$30,000 in ICC benefits



Monday, June 26, 2017

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**Item Title:**

CEA for Stage 0 Study for a proposed roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard

**Item Summary:**

RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement (CEA) with South Central Planning and Development Commission as Terrebonne Parish Consolidated Government's Houma Thibodaux Metropolitan Planning Organization to perform the Stage 0 Feasibility Study for Civic Center Blvd Roundabout.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/20/2017	Executive Summary
Proposed Resolution for CEA	6/20/2017	Resolution
CEA - TPCG and SCPDC for Roundabout Stage 0 Study	6/20/2017	Backup Material
Scope of Services from SCPDC to TPCG - Roundabout Stage 0	6/20/2017	Backup Material
Notice to Proceed and Executed CEA - SCPDC and LA DOTD	6/20/2017	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

CEA for Stage 0 Study for a proposed roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard.

### PROJECT SUMMARY (200 WORDS OR LESS)

On May 25, 2017, the Notice to Proceed was issued by LA DOTD for State Project No. H.012859 and Federal Project No. H012859 to South Central Planning & Development Commission as our local MPO to perform a Stage 0 traffic study for a proposed roundabout at Civic Center Boulevard and Valhi Boulevard in Houma. As part of this effort, we are requesting resolution to authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) with South Central Planning and Development Commission as Terrebonne Parish Consolidated Government's Houma Thibodaux Metropolitan Planning Organization to perform the Stage 0 Feasibility Study and approve the allocation of \$2,082 from the Terrebonne Parish Engineering Division for the 20% local match. The CEA is based on the Scope of Services presented by SCPDC to TPCG dated October 5, 2016. The projected timeline for the completion of the Stage ) study is 12 months.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Traffic safety and efficiency are of primary concern to TPCG, its citizens, and visitors. The intersection in question receives higher than normal volumes of traffic periodically throughout the day and week either from trips associated with the nearby schools or events at the library, civic center, or other public buildings. Roundabouts are proven to be a safer and more effective means of traffic control versus signals or stop signs. Part of the project would include a traffic analysis to collect the data (existing and future traffic variables) necessary to design a suitable roundabout for the area. The Parish and MPO will then be able to use the Stage 0 Traffic Study as its basis for submitting the project to LA DOTD and other sources for funding for construction.

### TOTAL EXPENDITURE

\$2,082

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$2,082

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

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Signature

6/20/17

Date



OFFERED BY:

SECONDED BY:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION AS TERREBONNE PARISH CONSOLIDATED GOVERNMENT’S HOUMA THIBODAux METROPOLITAN PLANNING ORGANIZATION TO PERFORM A STAGE 0 FEASIBILITY STUDY FOR A PROPOSED ROUNDABOUT AT THE INTERSECTION OF CIVIC CENTER BOULEVARD AND VALHI BOULEVARD AS PART OF STATE PROJECT NO. H.012859 AND FEDERAL AID PROJECT NO. H012859 AND APPROVE THE ALLOCATION OF \$2,082 FROM THE TERREBONNE PARISH ENGINEERING DIVISION FOR THE 20% LOCAL MATCH; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

**WHEREAS**, roundabouts are a proven means of safe and effective traffic control measures, and

**WHEREAS**, Terrebonne Parish Consolidated Government and South Central Planning and Development Commission have agreed to partner together to compile a Stage 0 Feasibility Study for a proposed roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard, and

**WHEREAS**, Terrebonne Parish Consolidated Government has agreed to provide the local matching funds of \$2,082 for the completion of the Study.

**NOW THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that this resolution is to authorize the Parish President to execute a Cooperative Endeavor Agreement with South Central Planning and Development Commission as Terrebonne Parish Consolidated Government’s Houma Thibodaux Metropolitan Planning Organization to perform a Stage 0 Feasibility Study for a proposed roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard and approve the allocation of \$2,082 from the Terrebonne Parish Engineering Division for the 20% local match.

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**A COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN TERREBONNE PARISH GOVERNMENT**  
**AND**  
**THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION**

WHEREAS, the Terrebonne Parish Government (TPCG) and the South Central Planning and Development Commission (SCPDC) have met, discussed, analyzed, and mutually agreed to partner together to compile a Stage 0 Feasibility Study at the intersection of Civic Center Boulevard and Valhi Boulevard (Study), and

WHEREAS, the mission of SCPDC created by State Act No. 472 in 1977 Regular Session is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues, and

WHEREAS, the Houma Thibodaux Metropolitan Planning Organization (MPO), in coordination with the Louisiana Department of Transportation (LADOTD), has authorized the use of Federal Urban System Funds (STP<200K) of \$10,410 for purposes of conducting the Study for Terrebonne Parish, and

WHEREAS, it is a requirement of the STP<200K Funds that a local match of 20% be provided by the local government; and

WHEREAS, TPCG has agreed to provide the local matching funds of \$2,082 for the completion of the STUDY, and

WHEREAS, it was further agreed that SCPDC, or its technical consultant, shall provide all professional services in accordance with the Scope of Services which to develop and complete the Study, and

WHEREAS, SCPDC has developed in consultation with Terrebonne Parish a Scope of Services in which to develop the Study, and

WHEREAS, TPCG and SCPDC believe that entering this agreement will serve a valuable public purpose and produce a public benefit commensurate with the cost; and

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

**I**  
**INDEMNIFICATION**

Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit, loss, or expense caused thereby.

The SCPDC agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, elected officials, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of the SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of sole negligence of the TPCG, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

TPCG agrees to protect, defend, indemnify, save and hold harmless the SCPDC, its officers, elected officials, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of TPCG, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of

sole negligence of the SCPDC, its officers, agents, servants and employees. TPCG agrees to investigate, handle, and respond to any such Lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

## **II INSURANCE**

The SCPDC and TPCG shall procure and maintain, for the duration of this agreement, insurance for directors/officers liability and insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the parties' obligations as, set forth in this agreement.

## **III EQUIPMENT/ PROGRAMS**

SCPDC shall be responsible to comply with the requirements of the grant received from the LADOTD for costs associated with development of the study. In accordance with the grant application, SCPDC shall purchase the necessary equipment to provide for the exchange of data between TPCG and SCPDC.

TPCG and SCPDC shall retain records associated with the study for a period of no less than five years. All equipment purchased with grant funds shall remain the property of SCPDC.

## **IV TERM and TERMINATION**

TPCG shall participate in the study for a period not exceed a 1 year period. If SCPDC shall provide adequate evidence as to why the period should be extended thence TPCG shall not disallow a negotiate extension of time.

TPCG and SCPDC have the ability to terminate this agreement when either party has determined cause for termination. Either party shall provide a written reason for termination and delivered to the other party's domicile.

## **V COMPLIANCE WITH LAWS**

Both parties hereto and their employees, contractors, and agents shall abide by federal, state, and local laws and ordinances in carrying out the provisions of this agreement.

If any one or more provisions of this agreement shall be declared to be contrary to law by any court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this agreement and shall in no way affect the validity of the other provisions of this agreement. In addition, 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.

## **VI CHOICE OF LAW**

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Terrebonne Parish Government, as evidenced by the signature of the Parish President, agree to participate in this

Cooperative Endeavor Agreement with SCPDC, as outlined hereinabove, for the purpose of creating a Stage 0 Feasibility Study at the intersection of Civic Center Boulevard and Valhi Boulevard on this \_\_\_\_\_ day, and Month of \_\_\_\_\_, 2017.

WITNESSES:

Terrebonne Parish:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Mr. Gordon Dove  
Parish President

WITNESSES:

South Central Planning &  
Development Commission:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Mr. Kevin Belanger  
Chief Executive Officer

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

# Scope of Services

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Terrebonne Parish

**Houma-Thibodaux Metropolitan Planning Organization**

**October 5, 2016**

## Project Description

This project will review the feasibility of installing a roundabout at the intersection of Civic Center Blvd. and Valhi Blvd. in Houma, Louisiana (Terrebonne Parish). The map below (Figure 1) shows the vicinity of the intersection.

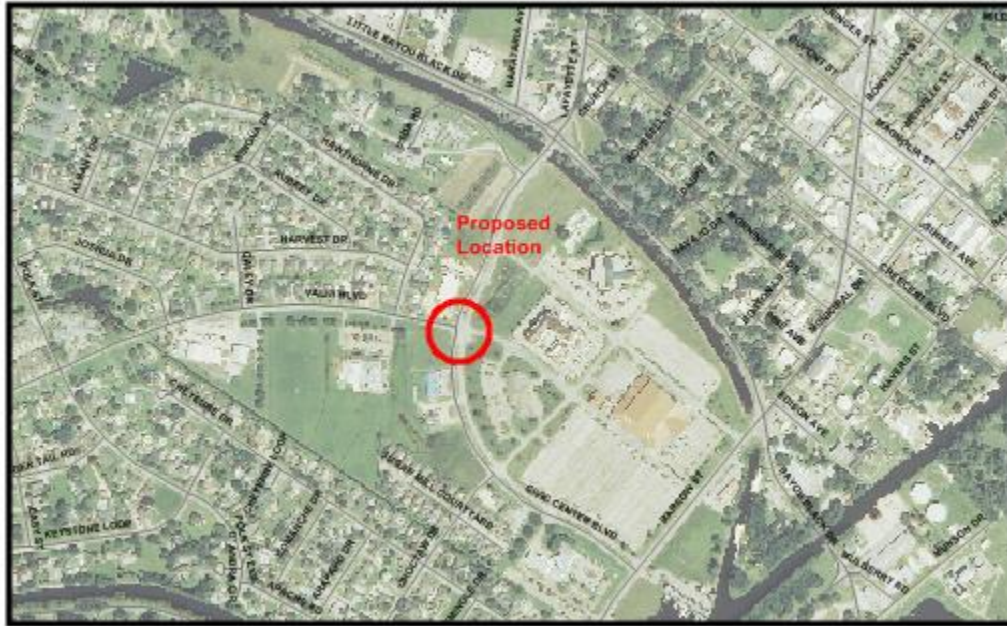


Figure 1: Civic Center at Valhi Blvd. Vicinity Map

The South Central Planning and Development Commission (the MPO) and its consultant will conduct a field evaluation of existing conditions and develop a Stage 0 for roundabouts complying with LADOTD's EDSM No. VI.1.1.5. and DOTD's Road Design Manual Tasks to be performed include:

### Task 1: Project Timeline and Kick-Off Meeting

The MPO shall coordinate a project initiation meeting for this project to be held at SCPDC. The purpose of this meeting will be to obtain the background information of the area relative to this project and to obtain views from various agencies. The MPO will prepare a draft project schedule including major milestones (Project Management Committee meetings, site visits, draft reviews, final report submission, etc.). The timeline will be submitted at a project kick-off meeting that will include the Consultant, SCPDC staff, LADOTD 02, LA DOTD Headquarters liaison, Terrebonne Parish Planning Department, and other appropriate Terrebonne Parish Consolidated Government staff. Other stakeholders will be invited as may be necessary. The kick-off meeting will take place within two (2) weeks of the Notice to Proceed.

### Task 2: Project Management Committee (PMC)

The MPO will assist Terrebonne Parish staff in establishing and supporting a Project Management Committee to guide the technical work effort and to review the Consultant's work products. The PMC will include SCPDC staff, LADOTD 02, and representatives of Terrebonne Parish Consolidated Government staff as deemed appropriate. The MPO will provide all necessary agendas, handouts, and exhibits in

October 5, 2016

advance of the PMC meetings for TPCG review and approval and prepare summary minutes of the meetings.

### **Task 3: Site Investigation, Data Collection, and Analysis**

The MPO will conduct site investigations in order to determine existing conditions. This site investigation should document land-uses, travel patterns, and roadway access at the intersection. This investigation will include obtaining relevant transportation and land-use plans, including, but not limited to, the regional transportation plan, the parish comprehensive master plan, and existing conceptual geometric layouts of the proposed projects in the vicinity to understand the transportation mobility and accessibility in the region.

Site visits will be conducted and supplemental data collected as necessary in order to gather and record land-uses, structure types and vacancy status for structures within the vicinity of the project concepts, information regarding utilities, environmental conditions, and cultural and historical resources.

### **Task 4: Traffic Study**

The Consultant shall prepare and coordinate a formal traffic study for the purpose of obtaining both existing and projected future traffic variables in accordance with standard operating procedures typically performed in these types of analyses. The traffic study scope of work shall include the following tasks:

#### **I. Data Acquisition**

The MPO will collect current seven (7) day, twenty-four (24) hour traffic count and traffic and pedestrian turning movement counts (AM and PM) with demand volumes included within the study area. The turning movements and machine counts will include vehicle classification (percent of each vehicle type as defined by FHWA) and speed studies. Results of the counts will be shown geographically in the Traffic Study Report. It is anticipated that the following traffic counts will be collected:

- 7 day, 24 hour counts:
  - Civic Center Blvd, SB approaching Valhi Blvd.
  - Civic Center Blvd, NB approaching Valhi Blvd.
  - Valhi Blvd, EB approaching Civic Center Blvd.
  - Valhi Blvd, WB approaching Civic Center Blvd.
- Turning Movements (AM and PM Peaks)
  - Civic Center Blvd. at Valhi Blvd.

All historical traffic data available within the study area shall be considered.

#### **Crash Data Analysis**

The MPO shall obtain recent crash data from DOTD's CRASH3 database covering a minimum of three years. The MPO shall provide a crash summary for three (3) years of most recent crash reports. The Consultant shall review the crash reports in detail to verify location and type of collision based on the reporting officer's description of the collision. A report shall be submitted to DOTD Highway Safety Section

October 5, 2016

for any crash reports that are found to be erroneous. The MPO shall provide a map locating crashes within the project limits and using tables and text to categorize types of crashes, severity of collisions and injuries, time of day, weather/pavement conditions, lighting conditions and driver conditions as reported in the crash reports. The MPO or Consultant may use DOTD's excel based Roadway Safety Triage Tool to assist with summarizing the tool. It can be accessed at:

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Multimodal/Highway\\_Safety/Pages/Highway\\_Safety\\_Analysis\\_Toolbox.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Highway_Safety/Pages/Highway_Safety_Analysis_Toolbox.aspx)

The MPO will also document correctable crashes observed within the same timeframe. Correctable crashes for roundabouts shall be defined as: head on, right angle, and left turn (E, F, G).

## **II. Travel Demand Forecast**

The MPO will utilize Houma's Travel Demand Model for forecasts.

- A. 2020 Existing + Committed (anticipated build year)
- B. 2040 Existing + Committed (build year + 20 years)

## **III. Speed Study**

The MPO will conduct a speed study as defined by EDSM No. VI. 1. 1. 1. and the DOTD Traffic Engineering Manual as required.

## **IV. Analysis of Roundabout Operations**

The Consultant shall perform an analysis of the intersection according to LADOTD's EDSM No. VI. 1.1.5. The following is expected:

- **Sidra Intersection** – An analysis using the computer software *Sidra Intersection* (Ackcclik & Associates) shall be run to compare the level of service and the v/c ratio between roundabouts, signals, and stop controlled intersections. The program settings must be set per DOTD requirements as indicated in the DOTD Roundabout Analysis Brochure. This brochure identifies the analysis reports that must be included with the roundabout study report. An electronic copy of the Sidra analysis file shall also be submitted with the report.
- **AutoTURN** – An analysis using the computer software *AutoTurn* (Transoft Solution) shall be done that shows that the proposed roundabout can accommodate the design vehicle. The design vehicle is the WB-67 truck.
- **Identification of safety concerns** – The Consultant shall identify any safety concerns associated with roundabout operation. This may be done utilizing the *Highway Safety Manual*.

**NOTE:** The analysis for the report shall include existing, build and no build (build year), build and no build (build year + twenty years). The analysis shall be submitted to and approved by DOTD before proceeding.



October 5, 2016

#### **V. Impacts on Surrounding Areas**

The Consultant shall identify intersections and commercial driveways that the roundabout may affect. This entails a review of nearby land-use, including at a minimum, right of way issues, access issues, operational issues, and utility issues.

#### **VI. Roundabout Layout**

The Consultant shall develop a conceptual drawing on an aerial photography showing the proposed layout, potential utility relocations, and required right-of-way based on field investigations and/or available as built information. The conceptual drawings shall follow Chapter 6.9 of the DOTD design manual. The following shall be shown:

- Appropriate geometry for the entry and exit of the design vehicle;
- Note from a site inspection if there are any potential horizontal and/or vertical geometry issues;
- Approximate right of way as determined from site visit;
- Nearby driveways, intersections, and traffic control types within 95% queue lengths;
- Apparent utility locations as determined from site visit;
- Sidewalk locations
- Apparent drainage issues as determined from site visit.

**NOTE:** The conceptual layout shall be submitted to and approved by DOTD before proceeding.

#### **VII. Traffic Study Report**

Upon completion of all tasks described above, a draft traffic report including figures, LOS, delay, etc., shall be provided to document all findings and recommendations of the traffic study. The report will also include a detailed description of each alternative and any assumptions made for each alternative. The Consultant shall provide a draft of the traffic study for prior review to incorporating findings into the Stage 0 Feasibility Report (SCPDC).

#### **Task 5: Environmental and Stage 0 Documentation**

The MPO will research all potential environmental “show stopping” constraints or issues that influence early determinations of the projects feasibility, timing, and cost to both the natural and human environment. The Consultant will identify any major community issues impacted by the project during construction and operational phases of the project. LADOTD’s Stage 0 Environmental Checklist will be utilized to document the results of the preliminary environmental review. The Consultant will assess any potential mitigation cost that could possibly be incurred in future stages of the development of the project for each project conception studied in the report. All field investigations to assess environmental issues or impacts shall be accomplished by conducting a windshield survey and researching internet websites.

MPO will fill out the “MPO Stage 0 Checklist” with all associated information.

October 5, 2016

### **Task 6: Opinion of Probable Cost**

The Consultant shall prepare an estimate of engineering fees, right of way acquisition, utility relocation, and construction costs associated with the installation of a roundabout recommended for the build condition.

The Consultant shall develop a preliminary cost estimate for the selected alternative concept. The project cost will include an estimate for right-of-way for all land and improvements situated within the proposed right-of-way (all alternatives considered). The project costs will also include potential commercial and/or residential relocation costs. Utility relocations costs, construction costs, environmental (i.e. document, mitigation, etc.) costs, and design engineering costs are also to be considered and addressed in the conceptual cost estimate.

### **Task 7: Meetings and Coordination**

In addition to the Project kick-off meeting, the Consultant will attend the following meetings as required by the project:

- A. A minimum of one (1) meeting with the PMC for the purpose of reviewing the findings of the work delineated in Tasks 3 & 4.
- B. A minimum of one (1) meeting with the PMC for the purpose of reviewing the work delineated in Tasks 5 and 6.

In addition, the Consultant shall:

- Submit monthly progress reports to the LADOTD Coordinator and PMC members
- Coordinate and review work by Sub-Consultants (if any)

The Consultant will receive prior approval from TPCG prior to initiating these contacts and prepare summary meeting minutes for review and discussion with the PMC.

### **Task 8: Report Documents**

The MPO will compile all documentation and recommendations related to the first seven tasks delineated in this scope and submit to DOTD.

**TIMELINE:**      **12 Months**

**Budget:**        **\$10,410**

**Note:**            **MPO tasks will be performed using PL funds designated in the Unified Planning Work Program and are not included in the budget above.**



**Office of Engineering**

PO Box 94245 | Baton Rouge, LA 70804-9245  
Phone: 225-379-1025 Fax: 225-379-1857

**John Bel Edwards, Governor**  
**Shawn D. Wilson, Ph.D.,**  
Secretary

May 26, 2017

Mr. Kevin P. Belanger, Chief Executive Officer  
South Central Planning & Development  
Commission  
P. O. Box 1870  
Gray, LA 70359

**FHWA Authorization Date: April 10, 2017**  
**Notice to Proceed: May 25, 2017**

Re: Original Agreement  
State Project No. H.012859  
Federal Aid Project No. H012859  
Civic Center Blvd @ Valhi Blvd Study  
Terrebonne Parish

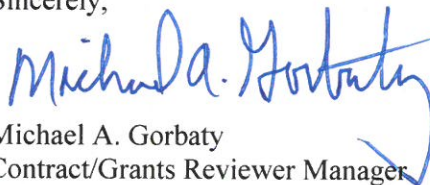
Dear Mr. Belanger:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and South Central Planning & Development Commission dated March 24, 2017.

This agreement provides for the funding of the referenced project.

If you have any questions or comments, please contact **Ms. Susan Williams** at (225) 379-1431 or email at **susan.williams@la.gov**.

Sincerely,



Michael A. Gorbaty  
Contract/Grants Reviewer Manager

MG: sw

**Attachments**

pc: Ms. Dawn Sholmire  
Mr. Chris Morvant [District 02 Administrator]  
Mr. Ennis Johnson [District 02 Assistant District Administrator of Engineering]  
Mr. Gary Gisclair [District 02 Assistant District Administrator of Operations]  
Mr. Christopher Rogers [District 02 Area Engineer]  
Ms. Elaine Rougeau  
Ms. Connie Boudreaux  
Ms. Terri Campo  
Financial Services Section  
FHWA (For Information Only)

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ORIGINAL MPO/STATE AGREEMENT  
STATE PROJECT NO. H.012859  
FEDERAL AID PROJECT NO. H012859  
CIVIC CENTER BLVD @ VALHI BLVD STUDY  
Terrebonne Parish**

**THIS AGREEMENT**, is made and executed in three original copies on this 24<sup>th</sup> day of March, 2017, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as **DOTD**, and **South Central Planning and Development Commission**, a public agency responsible for metropolitan planning in the Houma-Thibodaux Metropolitan Planning Area, hereinafter referred to as the **MPO**.

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance Highway Planning and Research projects on the approved Federal-Aid System under the direct administration of the DOTD; and

**WHEREAS**, the MPO has been designated by the Governor of the State of Louisiana as the recipient agency of the funds for the Metropolitan Planning Area in order to fulfill the requirements of Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the MPO has requested an appropriation of funds to finance the cost of a single phase planning project only; and

**WHEREAS**, the MPO understands that funding for this Project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, the MPO is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual; and

**WHEREAS**, the DOTD is agreeable to the implementation of the Project and desires to cooperate with the MPO as hereinafter provided:

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement

## ARTICLE I: PROJECT DESCRIPTION

The activities, tasks, or planning services provided for with this agreement will hereinafter be referred to as the "Project".

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.012859 and Federal Project No. H012859**. All correspondence, invoices, progress reports and other such submittals to the DOTD in connection with this agreement shall be identified with these project numbers. The scope of services is given in further detail in "Attachment A".

## ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the MPO's expense, the cost of this Project will be a joint participation between DOTD and the MPO, with DOTD or the MPO contributing the local match of the participating approved single phase project and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table.

Funding Table				
Method of Payment	Disbursement			
Fund Type	Amount of Funds Provided	Percentage Funded By MPO	Percentage Funded By DOTD	Percentage Funded By FHWA
STP<200K	\$10,410	20%	0%	80%

For services for which the MPO will receive Federal or State funding, as per the Funding Table, the MPO agrees it will not incur or expend any funds or provide a written Notice to Proceed (NTP) to any consultant prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal or State funding is indicated and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the MPO monthly the correct federal ratio of the approved project costs after the MPO has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated MPO official. The MPO is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. The MPO shall provide within 60 days a copy of proof of payment to DOTD.



If Federal or State funding is indicated and the *reimbursement* method is chosen, as per the Funding Table, the MPO will submit an invoice monthly to DOTD with a copy of the proof of payment, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The MPO must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://www.doa.la.gov/Pages/osp/travel/travelpolicy.aspx>

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The MPO shall submit all final billings for all required work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90-day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the MPO. The MPO shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the MPO will be returned to the MPO upon clearance of the citation(s).

Should the MPO fail to reimburse DOTD the cited amounts within a thirty-day period after notification, all future payment requests from the MPO will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment.

### **ARTICLE III: PLANNING SERVICES**

The MPO and/or the consultant to be selected by the MPO shall provide all services, as indicated in "Attachment A" in this agreement. If consultant services are contracted by the MPO, the consultant will be directly supervised by the MPO Responsible Charge, an MPO employee, in charge and control of the Project at all times. Any services required of the consultant by the MPO but not listed in "Attachment A" of the agreement shall be performed at the MPO's expense and at no expense to DOTD or FHWA.

In the event that the MPO is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the MPO agree that any rights that the MPO may have to recover from the provider of planning services shall be transferred to DOTD.

#### **ARTICLE IV: PROJECT RESPONSIBLE CHARGE**

A full-time employee of the MPO is required to be in "Responsible Charge" of the Project. The MPO Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Make or participate in decisions about changed conditions or scope changes that require supplemental agreements;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct Project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and/or consultant staff for the Project.

The above duties do not restrict an MPO's organizational authority over the MPO Responsible Charge or preclude sharing of these duties and functions among a number of MPO employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The MPO at the time of execution of this Agreement shall complete, if not previously completed, the MPO Responsible Charge Form and submit it to the DOTD Project Manager. The MPO is responsible for keeping the form updated and submitting the updated form to the DOTD Project Manager.

#### **ARTICLE V: PERIOD OF PERFORMANCE**

If the Funding Table indicates that Federal funds are used for the project, a period of performance is required. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, the Project authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the MPO a Period of Performance written notification which will provide begin and end dates and any updates associated with the dates.

#### **ARTICLE VI: CONSULTANT SELECTION**

DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the MPO has a selection process which has been previously approved by FHWA and DOTD. Following the selection of the consulting firm by DOTD, if applicable, the MPO shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the project. The MPO may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the MPO makes a selection pursuant to its approved procedures, the MPO shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants

shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the MPO Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the MPO. Any costs which the MPO expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The MPO shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

#### **ARTICLE VII: SUBCONTRACTING**

Any subcontracting performed under this Project with State or Federal funds by consultants engaged by the MPO must have the prior written consent of DOTD. In the event that the consultant elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE VIII: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the



requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The MPO or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the MPO or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the MPO or its contractor.

#### **ARTICLE IX: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

The MPO may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the Project. Per 2 CFR 200, an MPO must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The MPO must verify this to DOTD by completing and signing the Risk Assessment form. The MPO's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the MPO may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An MPO that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time

as the MPO chooses to negotiate for a rate, which the MPO may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE X: RECORD RETENTION**

The MPO and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation in this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the MPO will be required to refund the Federal Funds.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the MPO is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through MPO to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XI: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual written agreement and consent of the parties hereto.
2. By the MPO should it desire to cancel the Project prior to the completion of the Project, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the MPO.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the MPO to make adequate progress to complete the Project. The Program Manager will provide the MPO with written notice specifying such failure. If within 60 days after receipt of such notice, the MPO has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the MPO to DOTD.
5. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

## **ARTICLE XII: COMPLIANCE WITH CIVIL RIGHTS**

The MPO agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The MPO agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

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

## **ARTICLE XIII: INDEMNIFICATION**

The MPO shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of

money growing out of, resulting from, or by reason of any act or omission of the MPO, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The MPO shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XIV: HOUSE BILL 1 COMPLIANCE**

The MPO shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

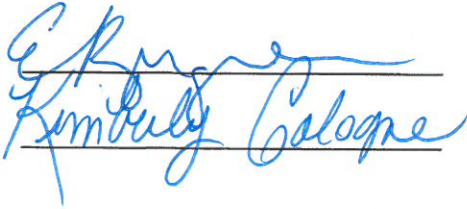
The MPO understands and agrees that no funds will be transferred to the MPO prior to receipt and approval by DOTD of the submissions required by House Bill 1.

#### **ARTICLE XV: COMPLIANCE WITH LAWS**

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

**IN WITNESS THEREOF**, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

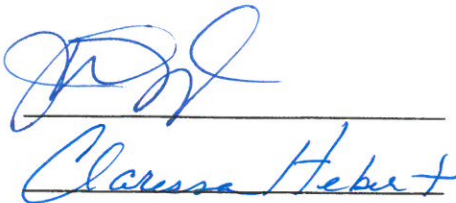
  
Kimbely Colagne

APPROVED AS TO FORM  
  
CONSULTANT CONTRACT  
SERVICES

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

  
Claressa Hebert

STATE OF LOUISIANA  
**South Central Planning and Development  
Commission**

BY: 

Kevin P. Belanger

Typed or Printed Name

Chief Executive Officer

Title

72-0721574

Taxpayer Identification Number

08-702-8361

DUNS Number

20.205

CFDA Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: 

for Secretary Shawn D. Wilson

RECOMMENDED FOR APPROVAL:

BY: 

for Division Head

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

# Scope of Services

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Terrebonne Parish

Houma-Thibodaux Metropolitan Planning Organization

October 5, 2016



## Project Description

This project will review the feasibility of installing a roundabout at the intersection of Civic Center Blvd. and Valhi Blvd. in Houma, Louisiana (Terrebonne Parish). The map below (Figure 1) shows the vicinity of the intersection.

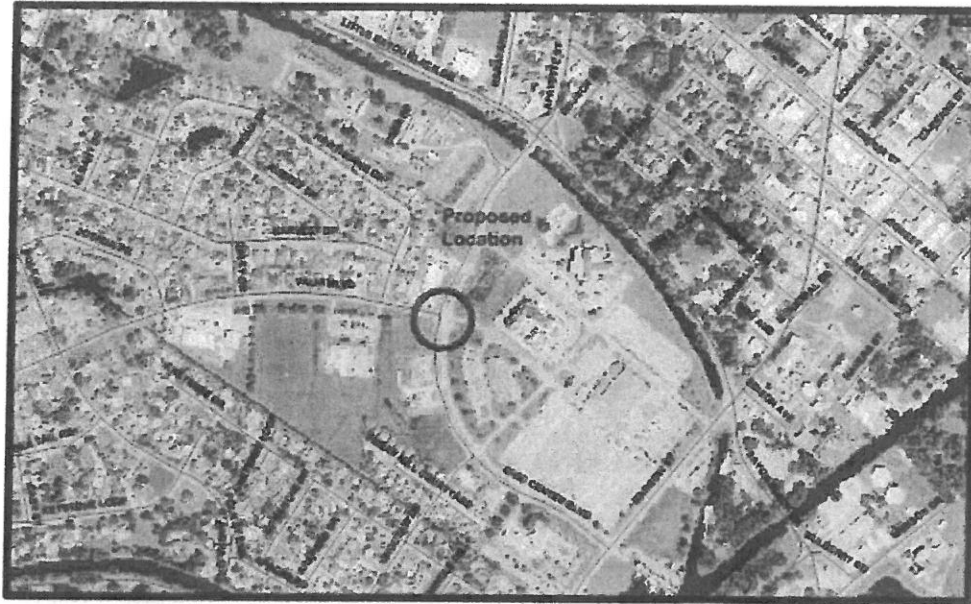


Figure 1: Civic Center at Valhi Blvd. Vicinity Map

The South Central Planning and Development Commission (the MPO) and its consultant will conduct a field evaluation of existing conditions and develop a Stage 0 for roundabouts complying with LADOTD's EDSM No. VI.1.1.5. and DOTD's Road Design Manual Tasks to be performed include:

### Task 1: Project Timeline and Kick-Off Meeting

The MPO shall coordinate a project initiation meeting for this project to be held at SCPDC. The purpose of this meeting will be to obtain the background information of the area relative to this project and to obtain views from various agencies. The MPO will prepare a draft project schedule including major milestones (Project Management Committee meetings, site visits, draft reviews, final report submission, etc.). The timeline will be submitted at a project kick-off meeting that will include the Consultant, SCPDC staff, LADOTD 02, LA DOTD Headquarters liaison, Terrebonne Parish Planning Department, and other appropriate Terrebonne Parish Consolidated Government staff. Other stakeholders will be invited as may be necessary. The kick-off meeting will take place within two (2) weeks of the Notice to Proceed.

### Task 2: Project Management Committee (PMC)

The MPO will assist Terrebonne Parish staff in establishing and supporting a Project Management Committee to guide the technical work effort and to review the Consultant's work products. The PMC will include SCPDC staff, LADOTD 02, and representatives of Terrebonne Parish Consolidated Government staff as deemed appropriate. The MPO will provide all necessary agendas, handouts, and exhibits in

October 5, 2016

advance of the PMC meetings for TPCG review and approval and prepare summary minutes of the meetings.

### **Task 3: Site Investigation, Data Collection, and Analysis**

The MPO will conduct site investigations in order to determine existing conditions. This site investigation should document land-uses, travel patterns, and roadway access at the intersection. This investigation will include obtaining relevant transportation and land-use plans, including, but not limited to, the regional transportation plan, the parish comprehensive master plan, and existing conceptual geometric layouts of the proposed projects in the vicinity to understand the transportation mobility and accessibility in the region.

Site visits will be conducted and supplemental data collected as necessary in order to gather and record land-uses, structure types and vacancy status for structures within the vicinity of the project concepts, information regarding utilities, environmental conditions, and cultural and historical resources.

### **Task 4: Traffic Study**

The Consultant shall prepare and coordinate a formal traffic study for the purpose of obtaining both existing and projected future traffic variables in accordance with standard operating procedures typically performed in these types of analyses. The traffic study scope of work shall include the following tasks:

#### **I. Data Acquisition**

The MPO will collect current seven (7) day, twenty-four (24) hour traffic count and traffic and pedestrian turning movement counts (AM and PM) with demand volumes included within the study area. The turning movements and machine counts will include vehicle classification (percent of each vehicle type as defined by FHWA) and speed studies. Results of the counts will be shown geographically in the Traffic Study Report. It is anticipated that the following traffic counts will be collected:

- 7 day, 24 hour counts:
  - Civic Center Blvd, SB approaching Valhi Blvd.
  - Civic Center Blvd, NB approaching Valhi Blvd.
  - Valhi Blvd, EB approaching Civic Center Blvd.
  - Valhi Blvd, WB approaching Civic Center Blvd.
- Turning Movements (AM and PM Peaks)
  - Civic Center Blvd. at Valhi Blvd.

All historical traffic data available within the study area shall be considered.

#### **Crash Data Analysis**

The MPO shall obtain recent crash data from DOTD's CRASH3 database covering a minimum of three years. The MPO shall provide a crash summary for three (3) years of most recent crash reports. The Consultant shall review the crash reports in detail to verify location and type of collision based on the reporting officer's description of the collision. A report shall be submitted to DOTD Highway Safety Section



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for any crash reports that are found to be erroneous. The MPO shall provide a map locating crashes within the project limits and using tables and text to categorize types of crashes, severity of collisions and injuries, time of day, weather/pavement conditions, lighting conditions and driver conditions as reported in the crash reports. The MPO or Consultant may use DOTD's excel based Roadway Safety Triage Tool to assist with summarizing the tool. It can be accessed at:

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Multimodal/Highway\\_Safety/Pages/Highway\\_Safety\\_Analysis\\_Toolbox.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Highway_Safety/Pages/Highway_Safety_Analysis_Toolbox.aspx)

The MPO will also document correctable crashes observed within the same timeframe. Correctable crashes for roundabouts shall be defined as: head on, right angle, and left turn (E, F, G).

## II. Travel Demand Forecast

The MPO will utilize Houma's Travel Demand Model for forecasts.

- A. 2020 Existing + Committed (anticipated build year)
- B. 2040 Existing + Committed (build year + 20 years)

## III. Speed Study

The MPO will conduct a speed study as defined by EDSM No. VI. 1. 1. 1. and the DOTD Traffic Engineering Manual as required.

## IV. Analysis of Roundabout Operations

The Consultant shall perform an analysis of the intersection according to LADOTD's EDSM No. VI. 1.1.5. The following is expected:

- **Sidra Intersection** – An analysis using the computer software *Sidra Intersection* (Ackcclik & Associates) shall be run to compare the level of service and the v/c ratio between roundabouts, signals, and stop controlled intersections. The program settings must be set per DOTD requirements as indicated in the DOTD Roundabout Analysis Brochure. This brochure identifies the analysis reports that must be included with the roundabout study report. An electronic copy of the Sidra analysis file shall also be submitted with the report.
- **AutoTURN** – An analysis using the computer software *AutoTurn* (Transoft Solution) shall be done that shows that the proposed roundabout can accommodate the design vehicle. The design vehicle is the WB-67 truck.
- **Identification of safety concerns** – The Consultant shall identify any safety concerns associated with roundabout operation. This may be done utilizing the *Highway Safety Manual*.

**NOTE:** The analysis for the report shall include existing, build and no build (build year), build and no build (build year + twenty years). The analysis shall be submitted to and approved by DOTD before proceeding.

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**V. Impacts on Surrounding Areas**

The Consultant shall identify intersections and commercial driveways that the roundabout may affect. This entails a review of nearby land-use, including at a minimum, right of way issues, access issues, operational issues, and utility issues.

**VI. Roundabout Layout**

The Consultant shall develop a conceptual drawing on an aerial photography showing the proposed layout, potential utility relocations, and required right-of-way based on field investigations and/or available as built information. The conceptual drawings shall follow Chapter 6.9 of the DOTD design manual. The following shall be shown:

- Appropriate geometry for the entry and exit of the design vehicle;
- Note from a site inspection if there are any potential horizontal and/or vertical geometry issues;
- Approximate right of way as determined from site visit;
- Nearby driveways, intersections, and traffic control types within 95% queue lengths;
- Apparent utility locations as determined from site visit;
- Sidewalk locations
- Apparent drainage issues as determined from site visit.

**NOTE:** The conceptual layout shall be submitted to and approved by DOTD before proceeding.

**VII. Traffic Study Report**

Upon completion of all tasks described above, a draft traffic report including figures, LOS, delay, etc., shall be provided to document all findings and recommendations of the traffic study. The report will also include a detailed description of each alternative and any assumptions made for each alternative. The Consultant shall provide a draft of the traffic study for prior review to incorporating findings into the Stage 0 Feasibility Report (SCPDC).

**Task 5: Environmental and Stage 0 Documentation**

The MPO will research all potential environmental “show stopping” constraints or issues that influence early determinations of the projects feasibility, timing, and cost to both the natural and human environment. The Consultant will identify any major community issues impacted by the project during construction and operational phases of the project. LADOTD’s Stage 0 Environmental Checklist will be utilized to document the results of the preliminary environmental review. The Consultant will assess any potential mitigation cost that could possibly be incurred in future stages of the development of the project for each project conception studied in the report. All field investigations to assess environmental issues or impacts shall be accomplished by conducting a windshield survey and researching internet websites.

MPO will fill out the “MPO Stage 0 Checklist” with all associated information.

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### **Task 6: Opinion of Probable Cost**

The Consultant shall prepare an estimate of engineering fees, right of way acquisition, utility relocation, and construction costs associated with the installation of a roundabout recommended for the build condition.

The Consultant shall develop a preliminary cost estimate for the selected alternative concept. The project cost will include an estimate for right-of-way for all land and improvements situated within the proposed right-of-way (all alternatives considered). The project costs will also include potential commercial and/or residential relocation costs. Utility relocations costs, construction costs, environmental (i.e. document, mitigation, etc.) costs, and design engineering costs are also to be considered and addressed in the conceptual cost estimate.

### **Task 7: Meetings and Coordination**

In addition to the Project kick-off meeting, the Consultant will attend the following meetings as required by the project:

- A. A minimum of one (1) meeting with the PMC for the purpose of reviewing the findings of the work delineated in Tasks 3 & 4.
- B. A minimum of one (1) meeting with the PMC for the purpose of reviewing the work delineated in Tasks 5 and 6.

In addition, the Consultant shall:

- Submit monthly progress reports to the LADOTD Coordinator and PMC members
- Coordinate and review work by Sub-Consultants (if any)

The Consultant will receive prior approval from TPCG prior to initiating these contacts and prepare summary meeting minutes for review and discussion with the PMC.

### **Task 8: Report Documents**

The MPO will compile all documentation and recommendations related to the first seven tasks delineated in this scope and submit to DOTD.

**TIMELINE:** 12 Months

**Budget:** \$10,410

**Note:** MPO tasks will be performed using PL funds designated in the Unified Planning Work Program and are not included in the budget above.



Monday, June 26, 2017

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**Item Title:**

Bounties on Nutrias

**Item Summary:**

Discussion and possible action regarding bounties on nutrias.

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**ATTACHMENTS:**

**Description**

Agenda form

**Upload Date**

6/21/2017

**Type**

Backup Material

<b>COMMITTEE:</b>	<b>Community Development &amp; Planning Committee</b>
<b>MEETING DATE:</b>	6-26-17
<b>REQUESTED BY:</b>	Councilman Dirk Guidry
<b>TOPIC:</b>	<b>Discussion and possible action:</b> The Chairman read aloud excerpts of a news article concerning nutria and their ongoing effects on the local environment and then lead a discussion relative to the Council raising the bounty for nutria in an effort to more proactively mitigate the nutria's damage to the local environment. The Chairman then asked Council Clerk Venita Chauvin to add an item to an upcoming agenda so that the matter could be discussed more readily.

**BACKUP INFORMATION: ?**

<b>ATTACHED:</b>	<b>FORTHCOMING:</b>	<b>NOT NEEDED: X</b>
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<b>TO BE PREPARED BY:</b>	
<b>PERSON COMPLETING FORM:</b>	Venita Chauvin
<b>DATE:</b>	6/21/17