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# **TERREBONNE PARISH COUNCIL**

## **COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE**

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



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**

March 26, 2018  
5:35 PM

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. Proclaiming the month of April 2008 as "Fair Housing Month" in Terrebonne Parish.
2. RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and JALCO Floats, LLC for rental of floats for the Terrebonne Parish Christmas Parade.
3. FY 2017 Annual Report sharing information on School Readiness goals, services with Children with disabilities, and Meals served.

#### 4. Adjourn

Category Number:  
Item Number:



Monday, March 26, 2018

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**Item Title:**  
INVOCATION

**Item Summary:**  
INVOCATION

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Category Number:  
Item Number:



Monday, March 26, 2018

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number: 1.



Monday, March 26, 2018

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**Item Title:**

Fair Housing Proclamation

**Item Summary:**

Proclaiming the month of April 2008 as "Fair Housing Month" in Terrebonne Parish.

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

3/19/2018

**Type**

Backup Material

**PROCLAMATION**

WHEREAS, Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin; and

WHEREAS, the principal of fair housing is not only a national policy, but a fundamental human concept and right for all Americans; and

WHEREAS, the fiftieth anniversary of the Fair Housing Act is an occasion for all Americans to become aware of and support the principle of freedom from housing discrimination. This law guarantees for each citizen, the freedom of choice in the selection of a home.

NOW, THEREFORE, We, The Terrebonne Parish Council, along with the Terrebonne Parish President do hereby proclaim the month of April 2018, as:

**FAIR HOUSING MONTH**

and do hereby encourage all citizens of Terrebonne Parish to become aware of the Fair Housing Act and commit to fair housing opportunities for all.

\_\_\_\_\_  
Gordon Dove  
Parish President

\_\_\_\_\_  
Steve Trosclair  
Council Chairperson

**TERREBONNE PARISH COUNCIL**

JOHN NAVY, DISTRICT 1

ARLANDA WILLIAMS, DISTRICT 2

GERALD MICHEL, DISTRICT 3

SCOTTY DRYDEN, DISTRICT 4

CHRISTA DUPLANTIS-PRATHER, DISTRICT 5

DARRIN GUIDRY, DISTRICT 6

AL MARMANDE, DISTRICT 7

DIRK GUIDRY, DISTRICT 8

STEVE TROSCLAIR, DISTRICT 9

Category Number:  
Item Number: 2.



Monday, March 26, 2018

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**Item Title:**

Resolution CEA JALCL Floats, LLC, Christmas Parade

**Item Summary:**

RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and JALCO Floats, LLC for rental of floats for the Terrebonne Parish Christmas Parade.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution	3/19/2018	Resolution
Cooperative Endeavor Agreement	3/19/2018	Backup Material

OFFERED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO  
EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT AND JALCO FLOATS, LLC FOR RENTAL OF  
FLOATS FOR THE TERREBONNE PARISH CHRISTMAS  
PARADE**

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

WHEREAS, the Terrebonne Parish Consolidated Government hosts a family-oriented Christmas Parade for the citizens of Terrebonne Parish; and

WHEREAS, the annual Christmas Parade represents a significant cultural event for the citizens of Terrebonne Parish, and provides for the tourism, cultural, and economic development of our historic district; and

WHEREAS, Terrebonne Parish Consolidated Government is authorized to promote, enhance, and provide for the tourism, cultural, and economic development of our historic district; and

WHEREAS, each year, Terrebonne Parish Consolidated Government organizes the rental of parade floats for the event; and

WHEREAS, Terrebonne Parish Consolidated Government desires to rent floats from a local business, JALCO Floats, LLC, for its annual Christmas Parade scheduled this year for December 1, 2018; and

WHEREAS, JALCO Floats, LLC has agreed to rent to Terrebonne Parish Consolidated Government the parade floats, as needed, and has offered an option to Terrebonne Parish Consolidated Government to extend the agreement over the next five years; and

WHEREAS, Terrebonne Parish Consolidated Government believes that the transfer or expenditure of public funds for the purpose of promoting, enhancing, and providing for the tourism, cultural, and economic development of our historic district serves a public purpose; and

WHEREAS, according to the terms of this cooperative endeavor agreement, the transfer of expenditure of public funds, taken as a whole, is not gratuitous; and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the transfer or expenditure of these funds;

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that Parish President Gordon E. Dove is hereby authorized to execute a cooperative endeavor agreement for and on behalf of the Terrebonne Parish Consolidated Government with JALCO Floats, LLC, containing substantially the same terms as those set out in the attached rental agreement, subject to approval by legal counsel for TPCG; and



UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
STEVE TROSCLAIR, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

I, the undersigned Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 subsequently ratified by the assembled Council in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2018 at which meeting a quorum was present.

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
JALCO FLOATS, LLC  
FOR LEASE (RENTAL) OF FLOATS FOR TERREBONNE PARISH CHRISTMAS  
PARADE**

\*\*\*\*\*

This Cooperative Endeavor Agreement (Agreement) is made and entered into on the dates set forth herein by and between the following parties:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, whose mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, represented herein by Gordon E. Dove, its Parish President, duly authorized by virtue of Council Resolution No. \_\_\_\_\_ attached hereto; and

**JALCO FLOATS, LLC**, a Louisiana Limited Liability Company, domiciled in the Parish of Terrebonne, State of Louisiana, whose mailing address is 150 Lake Decade Ct., Houma, LA 70360, represented herein by Sanders John Poiencot, III, its Managing Member, by virtue of authority granted in a Certificate of Authority attached hereto.

**I. PREAMBLE**

WITNESSETH:

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

1.2 WHEREAS, the Terrebonne Parish Consolidated Government (TPCG) hosts a family-oriented Christmas Parade for the citizens of Terrebonne Parish; and

1.3 WHEREAS, the annual Christmas Parade represents a significant cultural event for the citizens of Terrebonne Parish, and provides for the tourism, cultural, and economic development of our historic district; and

1.4 WHEREAS, TPCG is authorized to promote, enhance, and provide for the tourism, cultural, and economic development of our historic district; and

1.5 WHEREAS, each year, TPCG organizes the rental of parade floats for the event; and

1.6 WHEREAS, TPCG desires to rent floats from a local business, JALCO Floats, LLC (JALCO), for its annual Christmas Parade according to the terms of this agreement; and

1.7 WHEREAS, JALCO has agreed to rent to TPCG the parade floats, as needed, for the next three years, and has offered an option to TPCG to renew the agreement for an additional three-year term; and

1.8 WHEREAS, TPCG believes that the transfer or expenditure of public funds for the purpose of promoting, enhancing, and providing for the tourism, cultural, and economic development of our historic district serves a public purpose; and

1.9 WHEREAS, according to the terms of this cooperative endeavor agreement, the transfer of expenditure of public funds, taken as a whole, is not gratuitous; and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the transfer or expenditure of these funds;

1.10 WHEREAS, the Parish President is authorized, pursuant to Ordinance No. \_\_\_\_\_ of the Terrebonne Parish Council to sign this agreement on behalf of the Terrebonne Parish Consolidated Government.

NOW, THEREFORE, in consideration of the promises, obligations and the mutual covenants herein contained, the parties hereto agree as follows:

## **II. SCOPE OF RENTAL**

2.1 JALCO shall provide at least twenty-two (22) but no more than thirty (30) decorated parade floats to TPCG for its annual Terrebonne Parish Christmas Parade scheduled for Saturday, December 1, 2018, December 7, 2019, and December 5, 2020, for the benefit of, and to enhance cultural activities for the citizens of Terrebonne Parish, and to promote tourism, cultural and economic development of historic downtown.

## **III. DELIVERABLES**

### **3.1 JALCO**

At the time of delivery, JALCO shall perform the following obligations in connection with this Agreement:

- 3.1.1 Provide TPCG with at least twenty-two (22), but no more than thirty (30), parade floats, as specified in writing by TPCG, for use in the Terrebonne Parish Christmas Parade.
- 3.1.2 Each parade float shall be decorated, constructed, and furnished with all items herein below to be included as part of the float rental fee.
- 3.1.3 Each parade float shall include Safety Harnesses and all must be connected directly to float and/or properly installed according to safety regulations.
- 3.1.4 Each parade float shall include and visibly display a Fire Extinguisher in good working order as required by local or state fire marshal.
- 3.1.5 Each parade float shall include Sanitation Removal Buckets.
- 3.1.6 Provide Coordination of Parade.
- 3.1.7 In the event JALCO does not deliver to TPCG the floats for rental as set forth herein, all prior payments to JALCO shall be refunded.

### **3.4 TPCG**

At the time of delivery, TPCG shall perform the following obligations in connection with this Agreement:

- 3.4.1 **Removal and Towing.** TPCG shall be responsible for the removal and towing of floats from JALCO's den located at 8681 Park Avenue, Houma, Louisiana 70363 to the float loading area located at Terrebonne High School. TPCG shall be responsible for towing of floats along the Christmas Parade route, beginning at Terrebonne High School and ending at the float disbanding area, located at the parking lot of Town Hall, at the corner of Bond Street and Barrow Street, in Houma, Louisiana

TPCG shall also be responsible for the return of parade floats from the disbanding area to JALCO's den. After return of the floats is complete, TPCG shall not be held liable for damages sustained to the floats.

For the purposes of this Agreement, disbandment shall be complete once all floats rented hereunder have been parked at the disbanding area, properly cleaned of trash, and TPCG and its sublessors have unhitched from and dismounted the floats.

3.4.2 Towing Vehicle. The vehicle must be a full sized pickup truck with a minimum of a V-8 engine. Each driver must provide a copy of his driver's license and insurance policy if use of any personal vehicles. Driver must provide a receiver hitch with a 2" ball with the capability to remove the ball.

3.4.3 Condition Upon Return of Floats: TPCG and/or participants shall remove all trash from the rented floats prior to disbanding. All floats shall also be broom swept. TPCG shall return the floats to JALCO, wear and tear expected, and excepted from an obligation to return as in the condition at time of delivery. TPCG shall remove any accessory things that it added and placed on the floats for use in the parade.

3.4.4 Garbage Disposal. TPCG shall provide garbage disposal and/or dumpsters at both the float loading area located at the parking lot of Terrebonne High School and at the disbanding area located at the parking lot of Town Hall.

### 3.5 INSPECTION BY PARTIES

3.5.1 TPCG shall have the right to inspect the floats immediately prior to their removal from JALCO's den, and JALCO shall have the right to inspect floats immediately after disbanding, to assess damages.

3.5.2 Subject to 3.4.3, TPCG will be responsible for all damages sustained to the rented floats in any amount over one thousand dollars (\$1,000.00) from the time of their removal from JALCO's property until disbanded.

## IV. PAYMENT TERMS

### 4.1 CONSIDERATION

In consideration of the rental of parade floats described above, TPCG hereby agrees to pay JALCO and JALCO agrees to accept payment in accordance with this agreement, as follows:

4.1.1 Rental. TPCG shall pay JALCO a rental fee of no more than \$1,150.00 per float. The consideration paid herein shall be for the entire agreement.

4.2.2 Deposit. TPCG shall pay JALCO a deposit in the amount of twelve thousand dollars (\$12,000.00) due and payable no later than 31<sup>st</sup> of July of each year. The deposit shall be payable towards the balance of the total rental cost.

4.2.3 Payment Due Date. The total amount payable shall be due and payable no later than 3<sup>rd</sup> of November of each year.

### 4.3 OTHER CONSIDERATION

4.3.1 Additional Costs and Expenses. No additional costs or expenses incurred by JALCO in performance of this Agreement shall be reimbursed or paid by the TPCG unless agreed upon in writing by the parties.

4.3.2 Taxes. JALCO hereby assumes all responsibility for payment of taxes from the funds thus received under this Agreement.

4.3.3. Generators. Both TPCG and JALCO agree that TPCG can add generators for electrical power and any other necessary equipment to the floats as temporary accessories to the floats in order to use the floats for intended purpose.

## **V. EFFECTIVE DATE AND TERM**

The initial term of this Agreement shall be for three (3) years and shall commence upon the execution of this Agreement by both parties and shall provide for three (3) one-day rental of floats in accordance with the provisions of this Agreement.

## **VI. RENEWAL OF TERM**

The Renewal of this Agreement shall occur as follows:

- 6.1 Option to Renew: TPCG shall have the option to renew this Agreement for an additional term of three (3) years for its annual Christmas Parades, under the same terms and conditions agreed to herein, or as changes otherwise.
- 6.2 Exercise of Option: TPCG may exercise this option by remitting its deposit to JALCO on or before the 31<sup>st</sup> of July, 2021 of its renewal year. TPCG shall notify JALCO of the rental date in writing on or before the 31<sup>st</sup> of July, 2021 of its renewal year.

## **VII. TERMINATION**

### **7.1. TERMINATION OF THE CONTRACT**

7.1.1. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other to comply with the terms and conditions of the contract, provided that the terminating party shall give the breaching party provide the other written notice specifying its failure and a reasonable opportunity to cure the defect.

7.1.2. TPCG may terminate the contract at any time by giving thirty (30) days written notice to JALCO of such termination or negotiating with JALCO an effective date.

### **7.2 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

### **7.3 SURVIVING TERMS**

In the event this Contract is terminated for any reason, whatsoever, Sections 3.1.8 and 3.5.2, and Articles IV, VIII, IX, X, XII, XIII, XIV, and XVI of this Agreement shall survive termination.

## **VIII. INSURANCE**

For the duration of this agreement, TPCG shall pay at its expense and maintain the following insurance coverages.

8.1 General Liability Insurance. TPCG shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage; naming JALCO an additional insured.

8.2 TPCG shall provide proof of physical damage coverage on the floats rented with a minimum amount per float of \$10,000.00.

8.3 TPCG shall provide certification of such insurance and a copy of the policy upon request prior to the floats leaving JALCO's property.

For the duration of this agreement, JALCO shall pay at its expense and maintain the following insurance coverages.

8.4 General Liability Insurance. JALCO shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage, including Products and Completed Operations, naming the Terrebonne Parish Consolidated Government as a certificate holder and additional insured. JALCO shall provide certification of such insurance and a copy of the policy upon request. 8.5 Workers' Compensation Insurance. JALCO shall maintain Workers' Compensation and Employer's Liability Coverage in limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees, and volunteers for losses arising from work performed by JALCO. JALCO shall provide certificate of such insurance and a copy of the policy upon request.

## **IX. INDEMNIFICATION**

9.1 JALCO agrees to defend, indemnify, save, and hold harmless TPCG, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may arise out of or in connection with the manufacturer, disassembly, materials and/or workmanship applied to or used in the manufacture, use and delivery of the aforesaid floats, and which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of JALCO, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into, including and as a result of any such claims, lawsuits and demands, the JALCO agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. This indemnification does not apply accessories added to the floats by TPCG.

9.2 Subject to Section 9.1 of this Agreement, TPCG agrees to defend, indemnify, save, and hold harmless JALCO, including its agents and/or employees, from and against any damage, loss, theft, or destruction of the floats and/or their contents during the time the floats are in TPCG's care, custody and control

## **X. ENTIRE AGREEMENT/AMENDMENT**

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

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

## **XI. COMPLIANCE WITH LAWS**

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

## **XII. SEVERABILITY**

12.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term, covenant, condition, and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law

### **XIII. FINANCIAL DISCLOSURE**

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

### **XIV. AUDIT CLAUSE**

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

### **XV. ADDITIONAL RESPONSIBILITIES**

#### **15.1 JALCO'S RESPONSIBILITIES**

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

15.1.2 *Verification of Employees Involved in Public Contract.* JALCO agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contract, as evidenced by the affidavit attached hereto at Exhibit C, which is incorporated and made a part of this Contract.

### **XVI. DEFAULT**

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

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

16.3 Where the TPCG has determined JALCO to be in default, the TPCG reserves the right to obtain any and/or all products or services covered by the contract on the open market and to charge JALCO with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent offer from the defaulting JALCO will be considered.

### **XVII. NOTICES**

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

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

17.3 As to JALCO Floats, LLC  
Attn: S. John Poiencot  
150 Lake Decade Ct.

## **XVIII. OTHER TERMS AND CONDITIONS**

### **18.1 FORCE MAJEURE**

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

### **18.2 NO WAIVER**

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

### **18.3 ASSIGNMENT**

JALCO shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

### **18.4 RELATIONSHIP BETWEEN THE PARTIES**

JALCO is engaged by TPCG for the purposes set forth in this contract. The relationship between the JALCO and the TPCG shall be, and only be, that of an independent contractor and the JALCO shall not be construed to be an employee, agent, partner of, or in joint venture with TPCG.

### **18.5 ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE**

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

### **18.6 ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

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

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

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



18.6.3 JALCO is customarily engaged in an independently established trade, occupation, profession, or business.

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

## **18.7 EMPLOYMENT OF TPCG PERSONNEL**

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

## **18.8 GOVERNING LAW**

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

## **18.9 CLAIMS OR CONTROVERSIES**

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

## **18.10 WARRANTIES**

JALCO agrees to provide floats that are intended for parade use and warrants that all floats provided shall be in good working order fit for the purposes of use in a parade. .

## **18.11 CODE OF ETHICS**

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

## **18.12 COVENANT AGAINST CONTINGENT FEES**

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

## **18.13 AUTHORITY OF SIGNORS**

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

## **XIX. SIGNATURES OF THE PARTIES**

*[Signatures on Following Page]*

19.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

Printed: \_\_\_\_\_ BY: \_\_\_\_\_  
GORDON E. DOVE  
PARISH PRESIDENT

Printed: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

19.2 JALCO FLOATS, LLC

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: JALCO FLOATS, LLC

Printed: \_\_\_\_\_ BY: \_\_\_\_\_  
S. JOHN POIENCOT, III

Printed: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**CERTIFICATE OF AUTHORITY**

The undersigned, being a Managing Member of JALCO Floats, LLC, and acting in such capacity, hereby certifies that:

- 1. That JALCO Floats, LLC, is a Louisiana Liability Company, duly organized and registered with the Louisiana Secretary of State, as a member-managed LLC;
- 2. That he is a duly authorized Managing Member of JALCO Floats, LLC;
- 3. That JALCO Floats, LLC is entering into a Cooperative Endeavor Agreement with Terrebonne Parish Consolidated Government for the Lease (Rental) of Floats for Terrebonne Parish Christmas Parade; and
- 4. That he is hereby authorized, empowered and directed to act for and on behalf of JALCO Floats, LLC; and
- 5. That he is hereby authorized as its Managing Member to negotiate, sign, and execute a Cooperative Endeavor Agreement with Terrebonne Parish Consolidated Government.

Date: \_\_\_\_\_

JALCO FLOATS, LLC

By: \_\_\_\_\_  
SANDERS JOHN POIENCOT, III  
Managing Member

**EXHIBIT B**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

SANDERS JOHN POIENCOT, III,

(Affiant)

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

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

JALCO FLOATS, LLC

By:

\_\_\_\_\_  
SANDERS JOHN POIENCOT, III  
Managing Member

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT C**  
**AFFIDAVIT OF**  
**VERIFICATION OF CITIZENSHIP**

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

SANDERS JOHN POIENCOT, III,

(Affiant)

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

1. Affiant declares that he is a duly authorized Managing Member of JALCO Floats, LLC (Company) the party who is entering into a rental agreement with Terrebonne Parish Consolidated Government;
2. Affiant swears that Company is registered and participates in a status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
3. Affiant verifies that if Company is awarded this rental agreement, it shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
4. Affiant acknowledges that Company shall require all its subcontractors to submit to Company a sworn affidavit verifying compliance with Paragraphs (2) and (3) of this Affidavit.

JALCO FLOATS, LLC

By:

\_\_\_\_\_  
SANDERS JOHN POIENCOT, III  
Managing Member

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

Category Number:  
Item Number: 3.



Monday, March 26, 2018

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**Item Title:**

Head Start Annual Report

**Item Summary:**

FY 2017 Annual Report sharing information on School Readiness goals, services with Children with disabilities, and Meals served.

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**ATTACHMENTS:**

**Description**

Annual Report

**Upload Date**

3/21/2018

**Type**

Backup Material

**Terrebonne Parish Consolidated Government  
Head Start Program  
Annual Report**

1. FY 2017

Terrebonne Parish Consolidated Government received \$ 1, 396,753.00 from the Administration for children and Families for the 2017 fiscal year. \$1, 377,275.00 was allocated for Program funding and \$ 19,478.00 was allocated for Training and Technical Assistance.

TPCG is required to a 20% NFS match of \$ 349,188.00 to fund the Head Start Program. General Fund allocated \$ 565,430.00 for Head Start during the current fiscal year.

The Community Development Block Grant provided \$ 12, 000.00 in funds during this fiscal year.

2. School Readiness

The School Readiness Plan and Goals for 2016-17 School year have been developed to ensure that children are prepared and ready to enter Pre-Kindergarten or Kindergarten when they leave the Head Start Program. The plan and goals have been developed by the School Readiness Team. The team members include Head Start staff, the TPSD Pre-K Coordinator, TPL's Reading Outreach Manager, Head Start Policy Council members and Head Start Parents.

The School Readiness Plan includes goals developed by parent, staff and community input. The goals aligned with the curriculum used by the Head Start Program (Creative Curriculum) and our data system (Teaching Strategies GOLD), and the Louisiana Department of Education's Early Learning Standards.

Data collected from each child is inputted into the data system at least twice per week and a Child Outcomes report is generated three times per year. This data is then analyzed to ensure that each child is progressing towards his or her goals as well as the overall School Readiness Goals. A report is run to show how each classroom, center and the program as a whole is progressing towards meeting the SR Goals. The data is then used for planning purposes, including building capacity in the classrooms if needed and/or for professional development of the teaching staff.

A copy of the 2016-17 School Readiness Plan and Outcomes is attached for your review.

The School Readiness Plan and Outcomes Report have been uploaded to the Head Start link on TPCG's website.

3. 2016-17 School Year

The Head Start Program was funded for 170 children.

The total actual enrollment for the 2016-17 school year was 206 children.



4. Disabilities

During the 2016-17 school year, we served 33 children who had diagnosed disabilities. We met the mandate of serving at least 10% of our funded enrollment (19.41%) for that school year. Currently, we are serving 23 of children with diagnosed disabilities or 13.52% % of our funded enrollment.

5. The Head Start Program is a sponsor of the Child and Adult Care Food Program and receives a reimbursement from USDA/LA Department of Education for the meals served to the children. Through December 2017, we received \$ 143,946.41 from the Department of Education/USDA. Total food costs through December 2017 were \$ 211,732.43.

Total Meals Served from January through December 2017:

Breakfast:	24,444
Lunch:	24,319
PM Snack	21,035

6. The Terrebonne Foundation for Academic Excellence is continuing to fund the cost for all Head Start children to receive a book each month from the Dolly Parton Imagination Library. Children can receive a book each month from birth to five years of age. The foundation has also agreed to fund a book a month for each of the ten Head Start classrooms.

## **Annual Governance Training For TPCG's Governing Board**

### **1. Bylaws**

### **2. Impasse Policy**

### **3. Roles and Responsibilities**

- **Governing Board has ultimate responsibility of the Head Start grant (legal and fiscal responsibility)**
  - **Grantee must have written policies that define the roles and responsibilities of the governing body members and that inform them of the management procedures and functions necessary to implement a high quality program.**
  - **Grantee agencies must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 CFR 1301.13.**
- **Each Grantee agency and Policy Council must establish written procedures for resolving internal disputes, including Impasse procedures, between the governing body and the policy group.**

### **4. Financial Reporting**

**Each month, the Policy Council and Governing Board members shall receive the following financial reports:**

- **Monthly Head Start Program budget spreadsheet that includes information on monthly expenditures in each line item as well as budget to date information.**
- **Administrator's Monthly Report that shall include all credit card expenditures and information on monthly meal counts and expenses.**