
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

July 23, 2018
5:40 PM

Parish Council Meeting Room

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

- 1. RESOLUTION:** Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start, a program in the Department of Housing and Human Services within Terrebonne Parish Consolidated Government.
- 2. RESOLUTION:** Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Rita, Project No 1603c-109-0010 to complete the mitigation reconstruction of 6033 Bayouside Drive Chauvin.

3. RESOLUTION: Authorizing the president to enter into the appropriate agreement with Turn Key Title of Louisiana, to provide the needed legal services for the CDBG Buyout Program, or other federal programs as necessary.
4. RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Gustav, Project No 1786-109-0006 to complete the elevation of 3804 Grand Caillou Road, Houma.
5. Adjourn

Category Number:
Item Number:



Monday, July 23, 2018

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, July 23, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, July 23, 2018

Item Title:

Head Start Food Service Contract for FY 2018-2019

Item Summary:

RESOLUTION: Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start, a program in the Department of Housing and Human Services within Terrebonne Parish Consolidated Government.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary, Resolution & Agreement	7/19/2018	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Head Start Food Service Contract for FY 2018-2019
PROJECT SUMMARY (200 WORDS OR LESS)
To sign an agreement between TPCG Head Start Program and Terrebonne Parish School Board for the preparation and service of meals to children participating in the Head Start Program and the Vendor (TPSB) agrees to supply approved meals to the Sponsor (Head Start).

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)	
The facilities of the Sponsor (Head Start) are not adequate for preparing and serving meals to children, Head Start wishes to contract with TPSB for the preparation and service of meals to children participating the Head Start Program.	
TOTAL EXPENDITURE	
\$217,518.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A NO YES	IF YES AMOUNT BUDGETED: \$217,518.00

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

Signature

Date

Resolution

Resolution Authorizing the Parish President to sign the Food Service Agreement between Terrebonne Parish School Board, and Terrebonne Parish Head Start, a program in the Department of Housing and Human Services within Terrebonne Parish Consolidated Government.

WHEREAS, Terrebonne Parish School Board has expressed an interest in preparing and serving meals at five Terrebonne Parish Head Start sites;

WHEREAS, the facilities of the Sponsor are not adequate for preparing and serving meals to children, the Sponsor wishes to contract with the Vendor for the preparation and service of meals to children participating in this Program, and the Vendor agree to supply approved meals to the Sponsor;

WHEREAS, it is necessary that a Food Service Agreement be executed by Terrebonne Parish School Board and Terrebonne Parish Consolidated Government;

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 the Food Service Agreement to provide meals.

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 certifications that may be associated with the implementation of these agreements.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TERREBONNE PARISH SCHOOL BOARD
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
ON BEHALF OF ITS HEADSTART PROGRAM
For the 2018-2019 School Year**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Intergovernmental Agreement is made and entered into, by and between:

I. THE PARTIES

1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, Louisiana, appearing herein on behalf of its Head Start Program, being represented herein by Gordon E. Dove, its Parish President, by virtue of authority under Terrebonne Parish Council Resolution No. _____, a copy of which is attached hereto and incorporated herein and marked as Exhibit A, and whose present mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, (hereinafter "TPCG" or "Sponsor"); and

1.2. **TERREBONNE PARISH SCHOOL BOARD**, represented herein by its duly authorized President, Roger Dale Dehart, by virtue of his authority under _____ (hereinafter "TPSB" or "Vendor")

(individually referred to as "Party" and collectively as "Parties"), who, having been duly sworn, enter into this Intergovernmental Agreement (hereinafter "Agreement") subject to the following terms and conditions, to-wit:

II. PREAMBLES

2.1. WHEREAS, LA R.S. 33:1324 and 1324.1, also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to exercise such power, including the joint use of personnel necessary to accomplish the purposes of the agreement; and

2.2. WHEREAS, Terrebonne Parish School Board has expressed an interest in preparing and serving meals at five Terrebonne Parish Head Start sites;

2.3. WHEREAS, the facilities of the Terrebonne Parish Consolidated Government are not adequate for preparing and serving meals to children, the Terrebonne Parish Consolidated Government wishes to contract with the Terrebonne Parish School Board for the preparation and service of meals to children participating in this Program, and the Terrebonne Parish School Board agree to supply approved meals to the Terrebonne Parish Consolidated Government; and

2.4. WHEREAS, it is necessary that a Food Service Agreement be executed by Terrebonne Parish School Board and Terrebonne Parish Consolidated Government;

2.5. NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, the parties agree as follows:

III. SCOPE OF SERVICES

3.1. Terrebonne Parish School Board agrees to prepare and serve meals for the Head Start school year of 2018-2019 to Terrebonne Parish Consolidated Government's Head Start sites according to the terms specified below:

HEAD START CENTERS
Church Street Head Start Center
Gibson Head Start Center
Holy Rosary Head Start Center
Schriever Head Start Center
Senator Circle Head Start Center

SCHOOL CAFETERIA SITES
Lisa Park Elementary School
Gibson Elementary School
Legion Park Elementary School
Schriever Elementary School
Legion Park Elementary School

3.1.1 The Vendor shall prepare and serve meals (i.e., breakfast, lunch, and p.m. snack) to Sponsor's children at the Head Start sites listed above Monday through Friday (with the exception of the Vendor's and Sponsor's scheduled holidays).

3.1.2. Any changes to the schedule on the Sponsor's part will be given in writing to the Vendor at least two weeks in advance.

3.2. The Vendor will supply meals that meet the following requirements:

3.2.1. Every child in a full-day program will receive breakfast, lunch and a PM snack to provide 50-60% of daily nutritional needs depending on the length of the program.

3.2.2. All children in morning programs who have not received breakfast by the time they arrive, will be served a nourishing breakfast.

3.2.3. Quantities of foods served conform to recommended amounts indicated by the CACFP.

3.2.4. The Vendor will provide disposable plates, cutlery and napkins.

3.3. Applicable Standards

3.3.1. Meals shall comply with all aspects of Chapter 23 of the State Sanitary Code.

3.3.2. Foods served will conform to minimum standards for meal patterns as stated by the Department of Education, Child Adult Care Food Program Guidelines (CACFP) and in the Food Buying Guide for Child Nutrition Programs.

3.3.3. The Vendor will provide to the Sponsor, Child Nutrition (CN) labeling, if necessary, to determine its contribution toward meal pattern requirements. Additional acceptable/non-acceptable meal components are attached.

3.3.4. Addendums may be added to this contract should any requirements change according to the Child Adult Care Food Program Guidelines during the contract period, subject to the agreement by all parties hereto.

3.4. Meal Pattern Requirements. The U.S. Department of Agriculture Food and Nutrition Service's Food Buying Guide for Child Nutrition Programs should be used for determining meal pattern requirements for breakfast, lunch and snacks. Meal pattern requirements are listed below and can be found in the USDA Food Buying Guide in the introduction, on pages I-17, I-19, and I-23. Copies of these pages are attached to this agreement.

3.5. BREAKFAST:

SERVE ALL THREE COMPONENTS FOR A REIMBURSABLE BREAKFAST

Food Components and Food Items	Children Ages 3 - 5
Milk Fluid Milk	6 fl oz (1 cup)
Vegetable or Fruit Full strength juice, fruit, and/or vegetable	1/2 cup
Grains/Breads Bread <i>or</i> Cold dry cereal <i>or</i> Cooked pasta or noodles	1/2 slice 1/3 cup or 1/2 oz 1/4 cup

3.6. LUNCH:

SERVE ALL FOUR COMPONENTS FOR A REIMBURSABLE LUNCH

Food Components and Food Items	Children Ages 3 - 5
Milk Fluid Milk	6 fl oz (3/4 cup)
Vegetable or Fruit <i>Two or more servings of vegetables and/or fruits</i> Juice, Fruit and or vegetable	1/2 cup total
Grains/Breads Bread <i>or</i>	1/2 slice

Cooked cereal grains <i>or</i> [REDACTED]	1/4 cup [REDACTED]
Meat/Meat Alternate Lean meat or poultry or fish or [REDACTED] Cheese or [REDACTED] Cooked dry beans or peas or [REDACTED] Nuts and/or seeds or [REDACTED]	1-1/2 oz [REDACTED] 1-1/2 oz [REDACTED] 3/8 cup [REDACTED] 3/4 oz = 50% [REDACTED]

3.7. SNACKS:

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK

Food Components and Food Items	Children Ages 3 - 5
Milk Fluid Milk	4 fl oz (1/2 cup)
Vegetable or Fruit Full strength juice, fruit and/or vegetable	1/2 cup
Grains/Breads Bread <i>or</i> [REDACTED] Cold dry cereal <i>or</i> [REDACTED] Cooked pasta or noodles	1/2 slice [REDACTED] 1/3 cup or 1/2 oz [REDACTED] 1/4 cup
Meat/Meat Alternate Lean meat or poultry or fish or [REDACTED] Cheese or [REDACTED] Cooked dry beans or peas or [REDACTED] Nuts and/or seeds or [REDACTED]	1/2 oz [REDACTED] 1/2 oz [REDACTED] 1/8 cup [REDACTED] 1 oz [REDACTED]

3.8. Menus

3.8.1. Menus will be supplied to the Head Start Sites for verification of compliance to the above.

3.8.2. The Sponsor shall have the right to make changes to menu for reasons of noncompliance only.

3.8.3. Menus will be supplied by the Vendor in advance to the Sponsor for review.

3.9. Transportation

3.9.1. The Sponsor agrees to provide transportation of food items for Breakfast, Lunch and PM Snack periods and will pick up food items from Legion Park, Schriever School, Lisa Park and Gibson School Cafeterias at mutually agreed upon times.

3.9.2. The Sponsor accepts all responsibility for food safety while in transit and must take every precaution to maintain food temperatures, and handle foods based on regulations set by the Louisiana Department of Public Health.

3.10. On-Site Monitoring Visits.

3.10.1. The Sponsor is required by CACFP regulations to conduct on-site monitoring visits. These visits will be unannounced.

3.11. Daily Meal Count Schedule. The Sponsor agrees to provide final meal counts daily to the Vendor's designee according to the following schedule: 3.11.1. Final Lunch and PM Snack counts are due no later than 9:00 AM on the day of service.

3.11.2. Breakfast counts will remain the same each day of service.

3.11.3. This number will be the total number of children plus two (2) extra meals for spillage or "seconds" for the children.

3.11.4. Meal charges will be based on counts provided at deadline at the discretion of the Cafeteria Manager.

3.12. Inspection

3.12.1. The Vendor will permit the Sponsor, the State Department of Education, the Louisiana Department of Health and Hospitals and/or the USDA to inspect the facilities at any reasonable time without prior notice during the contract period.

3.13. Sanitation Requirements

3.13.1. The Vendor will have a state or local health certificate for the facility in which it proposed to prepare meals for use in the program to ensure that health and sanitation requirements are met at all times.

3.13.2. The Vendor will make available upon request within 48 hours of service, samples of all meal components served to local authorities to determine bacterial levels. These levels shall conform to the standards applied by the local health authority with respect to the level of bacteria that may be present in meals served by other food service establishments in the locality.

3.13.3. The Vendor will supply to the Sponsor a copy of each current and approved Sanitation reports.

3.14. Management of Facilities

3.14.1. The Department of Education, Child Nutrition Program will accept final administrative responsibility for the management of an effective food service for CACFP operations at all facilities under its sponsorship.

3.14.2. Reimbursement will be available to all eligible agencies without regard to race, color, national origin, gender, age, or disability at the approved food service facilities.

3.14.3. These facilities have the capability for the meal service planned for the number of participants anticipated to be served.

3.15. Vendor Certification

3.15.1. The Vendor, its facilities and authorized representatives have not been presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency, as such status would prohibit the Vendor's participation in any Child Nutrition Program.

IV. PAYMENT TERMS

4.1. **CONSIDERATION**

In consideration of services described above, Sponsor hereby agrees to pay Vendor and Vendor agrees to accept payment in accordance as follows:

4.1.1. Payment for all meals provided to the Sponsor shall not exceed the total amount of \$ 7.28 per day per participant.

4.1.2. Payment shall be made in accordance with the pricing of each meal as follows:

BREAKFAST	\$ 2.15 per day/per child
LUNCH	\$ 4.25 per day/per child
SNACK	\$ 0.88 per day/per child

4.2. PAYMENTS

4.2.1. Payment Structure. Vendor shall submit monthly invoices to Sponsor by the fifth (5th) working day of each month for work performed in accordance with this Agreement. The invoices shall include, as backup, copies of the check stubs issued to Vendor for the period covering the invoice, and each invoice shall account for credits to Sponsor.

4.2.2. Mail Invoice to:

Terrebonne Parish Consolidated Government's Head Start Program
Attention: Diane S. Powell
809 Barrow Street
Houma, LA 70360

4.2.3. Inspection and Audit of Work. Sponsor shall retain the right to inspect and audit Vendor's work to determine the accuracy of any invoices submitted.

4.2.4. Payment Due Date. Payment of undisputed amount owed is to be made within thirty (30) days after receipt of properly executed invoice.

4.2.5. Taxes. Each price included in this Section is inclusive of all applicable taxes. Sponsor is exempt from all state and local sales and use taxes, and Sponsor shall not be obligated to pay any amount over and above the applicable price(s).

4.3. OTHER CONSIDERATION

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

4.3.2. Disbursements under this agreement will be allowed only for expenditures occurring between and including the date of execution of this Agreement by all parties through the date of expiration or termination of this Agreement.

4.3.3. The consideration paid herein shall be for the entire agreement.

V. TERM

5.1. This agreement shall be for a term of one (1) school year commencing from the first full day of school, August 7, 2018 and ending at midnight on the last day of school on May 23, 2019.

VI. INDEMNIFICATION

6.1. The Sponsor agrees to defend, indemnify, save and hold harmless the Vendor, its departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), damages sought, suffered by any person or persons, which may occur or in any way grow out of any wrongful act or omission of Vendor, its agents, servants, employees, or assigns, except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence or fault of Sponsor, and in the event of joint and concurrent negligence of both Vendor and Sponsor, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the parties under Louisiana law and without waiving any defenses of the parties hereto; and, Sponsor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent.

6.2. The Vendor agrees to defend, indemnify, save and hold harmless the Sponsor, its departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), damages sought, suffered by any person or persons, which may occur or in any way grow out of any wrongful act or omission of Sponsor, its agents, servants, employees, or assigns, except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence or fault of Vendor, and in the event of joint and concurrent negligence of both Vendor and Sponsor, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the parties under Louisiana law and without waiving any defenses of the parties hereto; and, Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent.

- 6.3. All personal property damage claims arising out of the program shall be the responsibility of the Sponsor.
- 6.4. The Sponsor assumes all liability for food items not immediately served to participants. Undue holding of food is not advised.

VII. INSURANCE

For the duration of this Agreement, Sponsor agrees to maintain, at its sole cost and expense, the following insurance:

- 7.1. Comprehensive General Liability Insurance. Sponsor shall maintain general liability coverage with a \$6,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
- 7.2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
- 7.3. Workers' Compensation and Employers Liability: Sponsor shall maintain Workers' Compensation at limits as required by the Labor Code on the State of Louisiana and Employers Liability coverage.
- 7.4. Vendor shall be named as an additional insured and be granted a waiver of subrogation by the insurance carrier in the policies providing such coverage.
- 7.5. Vendor shall provide a Certificate of Insurance, evidencing such insurance coverage, to Lessor prior to the commencement date of this Agreement.
- 7.6. Said insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana.
- 7.7. Said insurance shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by Sponsor without thirty (30) days prior-written notice by certified mail, return receipt requested, to Vendor.
- 7.8. In the event the above insurance coverage is subject to deductible clauses, Sponsor agrees to bear full costs of such deductibility.

VIII. REMEDIES FOR DEFAULT

- 8.1. Should either the Vendor or the Sponsor at any time violate any of the conditions or parts of this Agreement, the said Agreement shall be in default.
- 8.2. Should the Sponsor lose funding for its program for any reason during the period of this agreement, the said agreement shall in effect be cancelled and no further payments by the Sponsor will be made for provisions of this agreement other than that which was incurred up to the time of cancellation.
- 8.3. In the event of default by either the Vendor or Sponsor, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited injunctive relief and all remedies allowed under Louisiana contractual law.

IX. NOTICES

- 9.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed as follows:

9.1.1. AS TO THE VENDOR:

9.1.2. AS TO THE SPONSOR:

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

With a copy to:

Head Start Administrator
TPCG Housing and Humans Services Department
809 Barrow Street
Houma LA 70360

X. FORCE MAJEURE

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

XI. NO WAIVER

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

XII. ASSIGNMENT

- 12.1. Neither party shall assign its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

XIII. ENTIRE AGREEMENT/AMENDMENT

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

XIV. COMPLIANCE WITH LAWS

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

XV. SEVERABILITY

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

XVI. FISCAL FUNDING (NON-APPROPRIATION) CLAUSE

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

XVII. DISCRIMINATION CLAUSE

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

- 17.2. The Vendor will not discriminate against employees and applicants for employment because of race, color, religion, sex, disability, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Sponsor setting forth the provisions of this Equal Opportunity clause.
- 17.3. The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 17.4. The Vendor will furnish all information and reports required by the above Orders, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 17.5. In the event of the Vendor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended, on whole or part, and the Vendor may be declared ineligible for further government contracts in accordance with procedures authorized by the latter Executive Order, and such sanctions may be imposed and such remedies involved as provided by the former Executive Order, or by rule, regulations or Order of the Secretary of Labor, or as otherwise provided by law.

XVIII. RECORD RETENTION

- 18.1. The Vendor shall maintain such records (supported by invoices, receipts or other evidence), as the Sponsor will need to meet its responsibilities.
- 18.2. The Vendor will have all books and records pertaining to the program available for inspection made by representatives of the State Agency, The Department of Education, and the United States General Accounting Office at any reasonable time and place for a period of three (3) years beyond the contract dates.

XIX. RELATIONSHIP BETWEEN THE PARTIES

- 19.1. The Vendor is engaged by the Sponsor for the purposes set forth in this contract. The relationship between the Contractor and the Sponsor shall be, and only be, that of an independent contractor and the Vendor shall not be construed to be an employee, agent, partner of, or in joint venture with, the Sponsor. Notwithstanding, the Sponsor shall be a third-party beneficiary of any contracts between the Contractor and its subcontractors with regard to the Work herein.

XX. LEGAL COMPLIANCE

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

XXI. TERMINATION

- 21.1. This agreement shall be terminated under any or all of the following conditions:
 - 21.1.1. Termination by Consent. By written mutual agreement and consent of the parties hereto.
 - 21.1.2. Termination for Cause. For cause by either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

XXII. SIGNATURES OF THE PARTIES

22.1. **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.

I

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed Name: _____

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

Printed Name: _____

NOTARY PUBLIC

27.2 **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
SCHOOL BOARD**

Printed Name: _____

BY: _____
**ROGER DALE DEHART
PRESIDENT**

Printed Name: _____

NOTARY PUBLIC



Monday, July 23, 2018

Item Title:

Demolition and Reconstruction of 6033 Bayouside Drive, Chauvin

Item Summary:

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Rita, Project No 1603c-109-0010 to complete the mitigation reconstruction of 6033 Bayouside Drive Chauvin.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/18/2018	Executive Summary
Memo	7/18/2018	Cover Memo
Resolution	7/18/2018	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Demolition and Reconstruction of 6033 Bayouside Drive Chauvin, LA 70344

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Rita, Project No 1603c-109-0010 to complete the mitigation reconstruction of 6033 Bayouside Drive Chauvin, LA 70344

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the reconstruction packet for 6033 Bayouside Drive, Chauvin, LA 70344, for Hilda Authement, owner; and obligate the necessary HMGP/Hurricane Rita 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

7/17/18

Date

July 17, 2018

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item July 23rd and 25th, 2018
Hurricane Rita Project No. 1603c-109-0010
Property Reconstruction

Attached is a Resolution requesting the demolition and mitigation reconstruction of the property at 6033 Bayouside Drive, Chauvin, LA 70344 for Hilda Authement under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Rita, Project No 1603c-109-0010.

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 HAZARD MITIGATION GRANT PROGRAM/HURRICANE RITA, PROJECT NO 1603c-109-0010 TO COMPLETE THE STRUCTURE DEMOLITION AND MITIGATION RECONSTRUCTION.

WHEREAS, the Terrebonne Parish Consolidated Government has been formally notified by FEMA that the Hurricane Rita Flood Hazard Mitigation Grant Program (HMGP), Project No. 1603c-109-0010, can proceed with the mitigation of the following property:

Address: **6033 Bayouside Drive**
 Chauvin, LA 70344

Owned by: **Hilda Authement;**

WHEREAS, under the administrative guidance of Higher Ground Flood Protection Services/Providence, the required “elevation packet” has been prepared and executed for the property owner recommending this mitigation eligible activities are reimbursable by the grant,

NOW, THEREFORE, BE IT RESOLVED, by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government the necessary funding under the Terrebonne Parish Flood Hazard Mitigation Grant Program/Hurricane Rita, Project No. 1603c-109-0010 be hereby obligated to mitigate the property above.



Monday, July 23, 2018

Item Title:

Legal Services for CDBG Buyout Program

Item Summary:

RESOLUTION: Authorizing the president to enter into the appropriate agreement with Turn Key Title of Louisiana, to provide the needed legal services for the CDBG Buyout Program, or other federal programs as necessary.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/18/2018	Executive Summary
Memo	7/18/2018	Cover Memo
Resolution	7/18/2018	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution for procurement of legal services for the CDBG Buyout properties, or other federal programs as necessary.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution authorizing the president to enter into the appropriate agreement with Turn Key Title of Louisiana, to provide the needed legal services for the CDBG Buyout Program, or other federal programs as necessary.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to provide the legal services required in the disposition of properties to be sold from the CDBG Buyout Program, or other federal programs as necessary.

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

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

Chris Pulaski

Signature

7/18/18

Date

July 18, 2018

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item July 23rd and 25th
Community Development and Planning Committee

Please find the following item for your review:

- A resolution authorizing the Parish President to enter into the appropriate agreement with Turn Key Title of Louisiana to provide legal services required in the disposition of properties to be mitigated in the Terrebonne Parish CDBG Buyout Program, or other federal programs as necessary.

If everything meets with your approval, it is respectfully requested that you place the resolution on the July 23rd Community Development & Planning Committee agenda for consideration. If you have any questions, please advise.

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO THE APPROPRIATE AGREEMENT WITH TURN KEY TITLE OF LOUISIANA, LLC TO PROVIDE LEGAL SERVICES REQUIRED FOR THE TERREBONNE PARISH CDBG BUYOUT PROGRAM, OR OTHER FEDERAL PROGRAMS AS NECESSARY.

WHEREAS, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant funding as a result of the damage caused by Hurricanes Gustav and Ike; and

WHEREAS, the Parish adopted the Gustav/Ike Recovery Plan approved by the Office of Community Development July 14, 2009 which includes the Terrebonne CDBG Buyout Program; and

WHEREAS, the Office of Community Development approved the Terrebonne CDBG Buyout Program application October 21, 2010 for the acquisition of approximately 24 properties; and

WHEREAS, the Parish has purchased properties that must be sold as per the terms of the application if not used for a public purpose, and

WHEREAS, in accordance with federal procurement requirements, the Department of Planning and Zoning formally published a request for proposals to provide the legal services required to sell the structures that have not been successfully sold in past efforts; and

WHEREAS, after reviewing and ranking the only response received, and comparing the price to past procurements for similar services, Turn Key Title of Louisiana, LLC met the requirements and is cost effective;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate agreement with Turn Key Title of Louisiana, LLC to provide the legal services required for the Terrebonne CDBG Buyout Program, or other federal programs as necessary.



Monday, July 23, 2018

Item Title:

Elevation of 3804 Grand Caillou Road, Houma

Item Summary:

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Gustav, Project No 1786-109-0006 to complete the elevation of 3804 Grand Caillou Road, Houma.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/18/2018	Executive Summary
Memo	7/18/2018	Cover Memo
Resolution	7/18/2018	Resolution
Financial Breakdown	7/18/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elevation of 3804 Grand Caillou Road, Houma, LA 70363.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Traditional Hazard Mitigation Grant Program/Hurricane Gustav, Project No 1786-109-0006 to complete the elevation of 3804 Grand Caillou Road, Houma, LA 70363.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this Resolution is to obtain approval of the elevation packet for 3804 Grand Caillou Road for Aaron Arnett, owner, and obligate the necessary HMGP/Hurricane Gustav funding to complete this mitigation.

TOTAL EXPENDITURE			
N/A			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL – N/A		ESTIMATED	
IS PROJECT ALREADY 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	<u>7</u>	8	9

Chris Pulaski

Signature

7/17/18

Date

July 17, 2018

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item July 23rd and July 25th 2018
Hurricane Gustav HMGP Project No. 1786-109-0006
Property Elevation

Attached is a Resolution requesting the elevation of the property at 3804 Grand Caillou Road for Aaron Arnett, under the FEMA funded Terrebonne Parish Hurricane Gustav Hazard Mitigation Grant Program Project No. 1786-109-0006.

Should you have any questions or require additional information, please contact me at extension 1410.

Thanks,
Chris

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE TERREBONNE PARISH FLOOD HAZARD MITIGATION GRANT PROGRAM/HURRICANE GUSTAV, PROJECT NO 1786-109-0006 TO COMPLETE THE STRUCTURE ELEVATION OF 3804 GRAND CAILLOU ROAD, HOUMA, LA 70363.

WHEREAS, the Terrebonne Parish Consolidated Government has been formally notified by FEMA that the Hurricane Gustav Flood Hazard Mitigation Grant Program (HMGP), Project No. 1786-109-0006, can proceed with the mitigation of the following property:

Address: **3804 Grand Caillou Road**
 Houma, LA 70363

Owned by: **Aaron Arnett;**

WHEREAS, under the administrative guidance of Solutient, the required “elevation packet” has been prepared and executed for the property owners recommending elevation through the HMGP program.

NOW, THEREFORE, BE IT RESOLVED, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish Flood Hazard Mitigation Grant Program/Hurricane Gustav, Project No. 1786-109-0006 be hereby obligated to mitigate the property above.

Aaron Arnett
3804 Grand Caillou Rd
Houma LA 70363

Estimated Financial
Breakdown Document

Grant ID # TPCG Gustav 1786-109-0006
Hazard Mitigation Grant Program

Vendor: Roubion

HMGP ELEVATION DETAILS

Activity	Amount
Elevation	\$ 236,950.00
Personnel Lift/Handicap Ramp	
Grant Management Fee	\$ 12,500.00
Potential Relocation Reimbursement (Est.)*	\$ 4,000.00
Total Project Cost	\$ 253,450.00

FUNDING SOURCE BREAKDOWN

	Responsible Party	Amount
Federal Share - up to 75%	FEMA HMGP Grant	\$ 191,087.50
Local Match - at least 25%		\$ -
	ICC**	\$ -
	Road Home	\$ -
	Homeowner Local Match	\$ 62,362.50
		\$ 62,362.50
Total		\$ 253,450.00

* Homeowner bears 25% of the costs of relocation

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