
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. John Amedee	Chairman
Mr. Dirk Guidry	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. Gerald Michel	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Suzette Thomas, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

January 24, 2022
5:40 PM

Terrebonne Parish School Board Office
201 Stadium Drive
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on the table near the entrance into the building** 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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approve the annual fire dispatch agreement between Terrebonne Parish Communications District and Terrebonne Parish Consolidated Government City of Houma Fire Department for the Fire department cost of fire dispatching services.
2. **RESOLUTION:** Authorizing the Parish President to negotiate and execute a Cooperative Endeavor Agreement with the Terrebonne Parish Sheriff's Office for the 2022 Public Safety Program.
3. **RESOLUTION:** Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with Southeast Louisiana Legal Services to provide legal counseling and representation to low-income individuals in Terrebonne parish free of charge.

4. **RESOLUTION:** Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Gulf Coast Teaching Family Services for the purpose of operating the GCSS Houma Senior Center in the Mechanicville Memorial Community Center.
5. **RESOLUTION:** Concurring with the Parish Administration to reject the submittal for Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment and rebid at a later date.
6. **RESOLUTION:** Concurring with the Parish Administration to reject all submittals for Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022) and rebid at a later date.
7. Introduce an ordinance declaring a 2014 Dodge Charger (Unit #368) from City Marshal having a value of \$11,000 as surplus and authorizing said item to be disposed of by any legally approved method and calling a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.
8. Introduce an ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
 - I. Westside Alma Street Drainage Project, \$1,359,783
 - II. HOME ARP, \$1,235,848
 - III. Sanitation, \$509,000
 - IV. Housing & Human Services, \$55,786
 - V. Planning, (\$3,545)
 - a. add Code Enforcement Inspector, Grade 107
 - b. delete Code Enforcement Officer II, Grade 108and calling a public hearing on said matter on Wednesday, February 9, 2022 at 6:30 p.m.
9. Introduce an ordinance declaring parish property located at 827 Grinage Street (Parcel #42160) as surplus and not needed for public purposes, calling a public hearing on February 9, 2022 at 6:30 p.m. and to address matters relative thereto.
10. Adjourn

Category Number:
Item Number:



Monday, January 24, 2022

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, January 24, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, January 24, 2022

Item Title:

2022 Fire Dispatch Intergovernmental Agreement

Item Summary:

Approve the annual fire dispatch agreement between Terrebonne Parish Communications District and Terrebonne Parish Consolidated Government City of Houma Fire Department for the Fire department cost of fire dispatching services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/19/2022	Executive Summary
Terrebonne Parish Communications District Letter	1/19/2022	Backup Material
Exhibit A	1/19/2022	Exhibit
Invoice	1/19/2022	Backup Material
Intergovernmental Agreement	1/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2022 Fire Dispatch Intergovernmental Agreement

PROJECT SUMMARY (200 WORDS OR LESS)

Annual fire dispatch agreement between the Terrebonne Parish Communications District and TPCG City of Houma Fire Department

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Provide fire dispatching services

TOTAL EXPENDITURE

\$45,243.54

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$45,244

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

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Signature

Date



TERREBONNE PARISH

Communications District

110 Capital Blvd., Houma LA 70360
Phone (985) 580-0911 Fax (985) 580-0976

To: All Terrebonne Parish Fire Chiefs

January 1, 2021
revised January 12, 2022

From: Mark J. Boudreaux, Executive Director

Regarding: Y2021 Fire Dispatching Service Intergovernmental Agreement (IGA)
Between Each Fire Protection District and the
Terrebonne Parish Communications District.

Honorable Respective Chief:

Please find enclosed herewith your original Y2021 Fire Dispatch IGA based on Y2010 U.S. Census population totals received from South Central Planning and Development Commission.

Please review the attached agreement and remit any question that you may have to me at mboudreaux@tpe911.com and please "cc" dbonvillain@tpe911.com. Both questions and answers will be forward to all Chiefs as to ensure lateral understanding and to limit duplication. If you/your Board is in agreement with this IGA, please either email, fax or mail only your Department's signature page with both printed names, signatures, and the printed names and signatures of at least two (2) witnesses.

Additionally, please note that next year's (2022) Fire Dispatch IGA will be based on 2010 US Census Bureau population data. We are anticipating receiving that data by June or July, 2021. There will be a cost increase for 2022 due to substantial increases in tower rental fees. I will provide my best effort to forward you 2022 anticipated costs by June/July of this current year.

On behalf of the Terrebonne Parish Communications District Board of Commissioners I humbly look forward to serving your department during this year.

Sincerely,

A blue ink handwritten signature, appearing to read "Mark J. Boudreaux", is written over a horizontal line.

Mark J. Boudreaux,
Executive Director

Exhibit A

2022 Fee Schedule for Individual Fire Protection Districts Based on Y2010 Census Population

Total 2022 Fire Service Cost.....\$164,336.04

Costs based on Total Terrebonne Parish Population in Service Area112,161
 Costs based on Total Lafourche Parish Population in Service Area9,821
Total Population in Service Area121,982
 Per Person Cost\$1.34721549

Fire District by Name	Fire District by Number	2010 U.S. Census Bureau Population by Taxing District	% of Total Pop.	Division of Cost Per District
Bayou Black Protection District.....	Dist. 9	2,783	2.3%	\$3,749.30
Bayou Blue Fire Protection District Total.....		10,876	8.9	14,652.32
<i>Bayou Blue Fire Protection District</i>	<i>Dist. A (Terre.)</i>	<i>1,728.....</i>	<i>1.4</i>	<i>2,327.99</i>
<i>Bayou Blue Fire Protection District</i>	<i>Laf.....</i>	<i>9,148.....</i>	<i>7.5</i>	<i>12,324.33</i>
Bayou Cane Fire Protection District	Dist. B	26,678	21.9	35,941.01
Bayou Dularge Fire Protection Dist.	Dist. 10	3,185	2.6	4,290.88
Bourg Fire Protection District	Dist. 5	5,861	4.8	7,896.03
<i>Bourg Fire Protection District.....</i>	<i>Dist. 5 (Terre.)</i>	<i>5,696.....</i>	<i>4.7</i>	<i>7,673.74</i>
<i>Bourg Fire Protection District.....</i>	<i>Laf.....</i>	<i>165.....</i>	<i>0.1</i>	<i>222.29</i>
City of Houma Fire Department.....	City	33,583	27.5	45,243.54
Coteau Fire Protection District.....	Dist. C	2,472	2.0	3,330.32
West Terrebonne Fire Protection District....	Dist. 8	3,001	2.5	4,042.99
Grand Caillou Fire Protection Dist.....	Dist. 4-A.....	6,614	5.4	8,910.48
Little Caillou Fire Protection Dist.	Dist. 7	7,490	6.1	10,090.64
Montegut PAC Fire Protection Dist	Dist. 6	4,123	3.4	5,554.57
<i>Montegut PAC Fire Protection District</i>	<i>Dist. 6 (Terre.)</i>	<i>3,615.....</i>	<i>3.0</i>	<i>4,870.18</i>
<i>Montegut PAC Fire Protection District</i>	<i>Laf.....</i>	<i>508.....</i>	<i>0.4</i>	<i>684.39</i>
Schriever Fire Protection District.....	Dist. D	11,249	9.2	15,154.83
Village East Fire Protection District	Dist. E.....	4,067	3.3	5,479.12
Total		121,982		\$164,336.04

(Note: Cost per District based on total cost divided by total population served. U.S. Census Bureau 2010 Population totals provided by South Central Planning and Development Commission.)

Terrebonne Parish Communications Distri

110 Capital Boulevard
Houma, LA 70360
USA

INVOICE

Invoice Number: 158
Invoice Date: Jan 1, 2022
Page: 1
Duplicate

Voice: 98558090911
Fax:

Bill To:
City of Houma Fire PO BOX 2768 Houma, LA 70361 USA

Ship to:
KEITH WARD PO BOX 2768 Houma, LA 70361 USA

Customer ID	Customer PO	Payment Terms	
HOUMA FIRE		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		1/1/22

Quantity	Item	Description	Unit Price	Amount
		2022 FIRE DISPATCH SERVICE		45,243.54
Subtotal				45,243.54
Sales Tax				
Total Invoice Amount				45,243.54
Payment/Credit Applied				
TOTAL				45,243.54

Check/Credit Memo No:

STATE OF LOUISIANA

PARISH OF TERREBONNE

Y2022 **INTERGOVERNMENTAL AGREEMENT**

BETWEEN

TERREBONNE PARISH COMMUNICATIONS DISTRICT

AND

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
CITY OF HOUMA FIRE DEPARTMENT;
BAYOU BLUE FIRE PROTECTION DISTRICT;
BAYOU CANE FIRE PROTECTION DISTRICT;
COTEAU FIRE PROTECTION DISTRICT;
SCHRIEVER FIRE PROTECTION DISTRICT;
VILLAGE EAST FIRE PROTECTION DISTRICT;
FIRE PROTECTION DISTRICT 4A;
FIRE PROTECTION DISTRICT 5;
FIRE PROTECTION DISTRICT 6;
FIRE PROTECTION DISTRICT 7;
FIRE PROTECTION DISTRICT 8;
FIRE PROTECTION DISTRICT 9; and
FIRE PROTECTION DISTRICT 10**

This agreement made and entered into on this ____ day of _____, 2022

by and between the following Parties:

Terrebonne Parish Communications District, a political subdivision of the State of Louisiana, herein represented by Perry Szush, its duly authorized Chairman, as provided in a Motion voted on and approved by the Board of Commissioners during regular meeting, hereinafter referred to as The Communications District;

and

Terrebonne Parish Consolidated Government, City of Houma Fire Department, a political subdivision of the State of Louisiana, herein represented by _____, its duly authorized Parish President, as provided in a resolution of the _____, dated the _____ day of _____, _____,

Bayou Blue Fire Protection District of the Parish of Terrebonne, State of Louisiana, herein represented by

_____, **District Board Chairman,**

Bayou Cane Fire Protection District of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Coteau Fire Protection District of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board President,**

Schriever Fire Protection District of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Village East Fire Protection District of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Fire Protection District 4A of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Fire Protection District 5 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board President,**

Fire Protection District 6 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Fire Protection District 7 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Fire Protection District 8 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

Fire Protection District 9 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Fire Chief,**

Fire Protection District 10 of the Parish of Terrebonne, State of Louisiana, herein represented by _____, **District Board Chairman,**

(hereinafter collectively referred to as The Fire Districts.)

WHEREAS, under the provisions of Article VI, Section 20 of the Louisiana Constitution of 1974 and R.S. 33:1324.1, a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, and

WHEREAS, it is the objective of The Communications District and The Fire Districts to utilize the enhanced 911 Telephone System within Terrebonne Parish, Louisiana to provide direct dispatch for emergency fire calls received via 9-1-1, and

WHEREAS, all things necessary or proper to render this Agreement (“Agreement”) a valid and binding obligation of The Communications District and The Fire Districts have been done, and the signing, sealing, execution and delivery thereof has been in all respects duly authorized;

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

ARTICLE I.

RESPONSIBILITY OF THE COMMUNICATIONS DISTRICT

1.1 In order to utilize the enhanced 911 Telephone System within Terrebonne Parish, Louisiana to provide direct dispatch for fire service response calls received by 911, The Communications District agrees to:

1.1.1 Designate in writing a person to act as The Communications District’s representative with respect to the services to be rendered under this agreement. Such person shall have complete authority for coordination with The Fire Districts and to transmit and receive information on behalf of The Communications District. (See Exhibit B)

1.1.2 Pay the cost of furnishing, installing and maintaining all enhanced 9-1-1 equipment and telephone service.

1.1.3 Be responsible for the cost of training, seminars, and accommodation expenditures incurred in the initial and continuing training of The Communications District's personnel.

1.1.4 Provide fire dispatch services meeting Property Insurance Association of Louisiana (PIAL) and National Fire Protection Association ("NFPA") Guidelines for 9,999 alarms per year or less and Federal Emergency Management Agency's (FEMA's) National Incident Management System protocol.

1.1.5 Dispatch emergency fire calls in accordance with The Terrebonne Parish Communications District's E-911 System Standard Operating Guidelines.

1.1.6 Invoice The Fire Districts for services on an annual basis.

1.1.7 Provide respective fire department alert page tone and primary dispatch information as depicted in departmental provided protocol. (See Exhibit C)

ARTICLE II.

RESPONSIBILITY OF THE FIRE DISTRICTS

2.1 In order to utilize the enhanced 9-1-1 Telephone System within Terrebonne Parish, Louisiana to provide direct dispatch for fire service response calls received by 911, The Fire Districts agree to:

2.1.1 Designate in writing a person to act as The Fire Districts' representative and with respect to such person provide:

- a) The Fire District's mailing address, telephone number and facsimile number;
- b) The Fire District Representative's home telephone number, mobile telephone number, pager number, work telephone number, work facsimile number and valid email address.

2.1.2 Each Fire District shall pay the annual fee as set out on Exhibit "A" within forty-five (45) days of the receipt of the invoice from The Communications District.

2.1.3 Follow Responder Radio Protocol as established in The Terrebonne Parish Communications District's E-911 System Standard Operating Guidelines as approved by majority vote of the Terrebonne Fire Chief's Association.

2.1.4 Obtain and maintain a Federal Communications Commission Radio Frequency License and the necessary pagers, mobiles, portables and base stations to receive dispatching.

2.1.5 Provide the following information and immediately notify The Communications Dist. in writing of any subsequent changes and/or additions:

- a) Telephone and facsimile numbers of each station and substation;
- b) All station assignments;
- c) All unit and apparatus assignments;
- d) The name, contact telephone number, pager tone, unit number and pager number for each unit.

2.1.6 Update/approve departmental protocol information prior to the end of the first month of each year or at a minimum two weeks prior to enacting changes with dispatch procedures. (See Exhibit C)

ARTICLE III.

INSURANCE

3.1 Each party shall secure and maintain, at its expense, such insurance that will protect it, and the parties from claims under the Workers' Compensation Acts and from claims of bodily injury, death or property damage which may arise from the performance of services under this Agreement. Each Party shall also secure and maintain a Comprehensive General Liability (CGL) policy to protect from any injury, death or property damage with limits not less than One Hundred Thousand Dollars (\$100,000.00) for one person, and not less than Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence. The insurance for property damage shall be in the minimum amount of Fifty Thousand Dollars (\$50,000.00) for each accident.

3.2 In lieu thereof, each Party may carry a \$500,000 Combined Single Limit (CSL) policy with at least a \$1,000,000 aggregate.

3.3 Each policy holder will endorse Contractual Liability to protect the other party from the comprehensive general liability assumed under the agreement.

3.4 Each party shall have endorsed to all policies Waivers of Subrogation, a 30-day Notice of Cancellation, and respective parties listed as Additional Insured.

3.5 All policies of insurance shall be with a carrier that is no less than A++ rating.

ARTICLE IV.

DURATION OF AGREEMENT

4.1 It is recognized by the parties hereto, that this agreement shall become effective January 1, 2020 and shall remain in full force and effect through December 31, 2020, unless terminated in accordance with the provisions of Article VI.

ARTICLE V.

TERMINATION

5.1 This Agreement shall terminate upon the occurrence of any of the following:

a) The Fire Districts may terminate this Agreement if The Communications District defaults on any obligation set out herein, and the Fire Districts shall be entitled to a refund of 1/365 of the annual fee for each day remaining on the term of the agreement.

b) The Communications District may terminate this Agreement as to all Fire Districts if any of The Fire Districts default on any obligation set out herein, unless the remaining Fire Districts agree to pay the annual fee of the defaulting Fire District(s). Alternatively, upon default of any one certain district, fire dispatch services for that district may be discontinued, and all calls for service will be routed via seven (7) digit telephone lines to that district's administrative line.

c) This agreement shall terminate if all parties mutually agree, in writing.

ARTICLE VI.

PLEDGE OF COOPERATION

6.1 The parties hereto pledge their mutual cooperation in complying with the terms of the Agreement, all to the end that the health and welfare of the residents of Terrebonne Parish shall be promoted and that the needs of said residents for emergency telephone response may be satisfactorily met.

ARTICLE VII.

SEVERABILITY

7.1 In the event any one or more provisions of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision hereof, but the Agreement shall be construed and enforced as if such illegal or invalid provisions had never been contained in this agreement. In the event that legislation enacted after the date of this Agreement validates or makes legal any provisions hereof, said legislation shall be deemed to apply hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in multiple counterparts, and by the parties hereto on separate counterparts, each of which shall be deemed as an original, all of which together shall constitute one and the same instrument.

WITNESSES:

**Terrebonne Parish Communications
District**, Parish of Terrebonne, State of
Louisiana

By: _____
Mr. Perry Szush, Chairman

WITNESSES:

**Terrebonne Parish Consolidated
Government, City of Houma Fire Dept.,**

Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Bayou Blue Fire Protection District of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Bayou Cane Fire Protection District of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Coteau Fire Protection District of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Schriever Fire Protection District of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Village East Fire Protection District of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 4A of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 5 of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 6 of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 7 of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 8 of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 9 of the
Parish of Terrebonne, State of Louisiana

By: _____

WITNESSES:

Fire Protection District 10 of the
Parish of Terrebonne, State of Louisiana

By: _____

Category Number:
Item Number: 2.



Monday, January 24, 2022

Item Title:

Public Safety Program

Item Summary:

RESOLUTION: Authorizing the Parish President to negotiate and execute a Cooperative Endeavor Agreement with the Terrebonne Parish Sheriff's Office for the 2022 Public Safety Program.

ATTACHMENTS:

Description

Public Safety Program

Public Safety Program

Upload Date

1/13/2022

1/13/2022

Type

Executive Summary

Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
2022 PUBLIC SAFETY PROGRAM

PROJECT SUMMARY (200 WORDS OR LESS)
To continue providing Public Safety Programs in partnership between the City of Houma Police Department and the Terrebonne Parish Sheriff's Department.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Pubic Safety

TOTAL EXPENDITURE		
\$100,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$100,000 (Fund 204-211)

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

_____/s/ Kayla Dupre

Signature

January 13, 2022

Date

A resolution authorizing the Parish President to negotiate and execute a cooperative endeavor agreement with the Parish Sheriff's Office for the 2022 Public Safety Program.

WHEREAS, Parish Officials with the Consolidated Government, Houma Police Department and Sheriff's Office are continuing their joint efforts which began in 2008 on the education and promotion of public safety, and

WHEREAS, the Parish budgeted \$100,000 in the 2022 Budget for the continuation of Public Safety Programs, of which \$25,000 has been targeted for cameras and \$75,000 for the services provided by the Sheriff and the City of Houma.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to negotiate and execute a cooperative endeavor agreement with the Terrebonne Parish Sheriff's Office and to address other matters relative thereto as approved by the legal department.



Monday, January 24, 2022

Item Title:

Resolution for Southeast Louisiana Legal Services

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with Southeast Louisiana Legal Services to provide legal counseling and representation to low-income individuals in Terrebonne parish free of charge.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/13/2022	Executive Summary
Resolution	1/13/2022	Resolution
Cooperative Endeavor Agreement	1/13/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution for Southeast Louisiana Legal Services Corporation

PROJECT SUMMARY (200 WORDS OR LESS)
RESOLUTION: Authorizing the Parish President to negotiate and enter into a contract with Southeast Louisiana Legal Services Corporation to provide legal counseling and representation to low-income individuals in Terrebonne Parish free of charge.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To authorize the Parish President to enter into a contract with Southeast Louisiana Legal Services Corporation

TOTAL EXPENDITURE		
\$30,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$30,000

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

—

_____/s/Kayla Dupre

Signature

_____/1/13/2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 22-____

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

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

WHEREAS, SOUTHEAST LOUISIANA LEGAL SERVICES provides a variety of legal services for the clients in Terrebonne Parish that cannot afford legal representation; and

WHEREAS, TPCG believes that funding for services of SOUTHEAST LOUISIANA LEGAL SERVICES will serve the public purpose of making services accessible to individuals in Terrebonne Parish that may not have been able to acquire legal assistance on their own accord; and

WHEREAS, TPCG finds that partially funding the services of SOUTHEAST LOUISIANA LEGAL SERVICES in exchange for the expanded provision of legal services provided to citizens within Terrebonne Parish will serve a public purpose and have a public benefit commensurate with the costs; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon Dove, Parish President, to enter into a contract with SOUTHEAST LOUISIANA LEGAL SERVICES for an amount not to exceed \$30,000 as approved by the legal department.

THERE WAS RECORDED:

YEAS:
NAYS:
ABSTAINING:
ABSENT:

The Chair declared the resolution adopted on this, the ____ day of _____, 2022.

I, Suzette Thomas, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2022.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR SERVICES BETWEEN TERREBONNE PARISH CONSOLIDATED
GOVERNMENT AND SOUTHEAST LOUISIANA LEGAL SERVICES**

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

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Gordon Dove, President of Terrebonne Parish Consolidated Government, (“TPCG”), and

SOUTHEAST LOUISIANA LEGAL SERVICES, a non-profit corporation duly constituted under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Executive Director, and

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

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

WHEREAS, the mission of SOUTHEAST LOUISIANA LEGAL SERVICES is to provide legal counseling and representation to low-income individuals in Terrebonne Parish free of charge; and

WHEREAS, the provision of legal services by Southeast Louisiana Legal Services is determined on a case-by-case basis according to objective criteria to insure that services are only being provided to the truly needy; and

WHEREAS, TPCG believes that partially funding the services of Southeast Louisiana Legal Services will serve the public purpose of making our legal system accessible to low-income and elderly citizens in Terrebonne Parish; and

NOW THEREFORE, the Parties agree as follows:

Purpose

The purpose of this cooperative agreement between TPCG and Southeast Louisiana Legal Services is partially funding the services of Southeast Louisiana Legal Services will

serve the public purpose of making our legal system accessible to low-income and elderly citizens in Terrebonne Parish by the Southeast Louisiana Legal Services.

Terms

1. Southeast Louisiana Legal Services will provide legal counseling and representation to qualifying low-income individuals in Terrebonne Parish free of charge.
2. Southeast Louisiana Legal Services will require that all individuals receiving free legal services must meet objective criteria to insure that the individual is truly needy.
3. In consideration for the performance of the services specified in this Cooperative Endeavor, and upon providing adequately documented requests for reimbursement, TPCG agrees to remit up to Thirty Thousand Dollars and NO/100 (\$30,000).
4. During the term of this agreement, the remittance by TPCG to Southeast Louisiana Legal Services shall be allotted in the following amount and for the following purpose:
 - a. Up to Thirty Thousand Dollars and NO/100 (\$30,000) to pay the rent, utilities, and other office operating costs including janitorial service and office supplies for their office in Terrebonne Parish located at 521 Roussell Street, Houma, Louisiana 70360.
5. For work performed under the terms and conditions of this Agreement, Southeast Louisiana Legal Services may submit to the Terrebonne Parish Consolidated Government, Accounting Division, copies of cancelled checks for their Terrebonne Parish Office to receive reimbursement.
6. In order to receive reimbursement for travel expenses, at the end of the contract term, Southeast Louisiana Legal Services must submit a report detailing travel expenses; destination and purpose of travel; names of employees incurring the expense; and the client being served by the travel.
7. This contract embodies the complete agreement of the parties superceding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

Term

This agreement shall begin on January 1, 2022 and shall terminate on December 31, 2022.

Non-appropriation

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

Compliance with Laws

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

Choice of Law

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

Legal Construction

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

Amendment

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

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2022.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
**GORDON DOVE
PARISH PRESIDENT**

THUS DONE AND SIGNED, after due reading of the whole at Houma,
Terrebonne Parish, Louisiana, this _____ day of _____, 2022.

WITNESSES:

**SOUTHEAST LOUISIANA
LEGAL SERVICES**

BY: _____
**LAURA TUGGLE
EXECUTIVE DIRECTOR**

Category Number:
Item Number: 4.



Monday, January 24, 2022

Item Title:

Elderly Program

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Gulf Coast Teaching Family Services for the purpose of operating the GCSS Houma Senior Center in the Mechanicville Memorial Community Center.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/20/2022	Executive Summary
Resolution	1/20/2022	Resolution
Backup	1/20/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Mechanicville Elderly Program

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Gulf Coast Teaching Family Services for the purpose of operating the GCSS Houma Senior Center in the Mechanicville Memorial Community Center

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

TOTAL EXPENDITURE		
\$150,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	<u>ESTIMATED</u>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$150,000

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

Signature

s/Kandace M. Mauldin, CFO

Date

1/20/2022

A resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Gulf Coast Teaching Family Services for the purpose of operating the GCSS Houma Senior Center in the Mechanicville Memorial Community Center

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

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

WHEREAS, TPCG believes that supporting the “GCSS Houma Senior Center in the Mechanicville Memorial Community center” will serve a public purpose and is not gratuitous in light if the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563; and,

WHEREAS, Gulf Coast is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law;

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into a Cooperative Endeavor Agreement pending legal approving proposed agreement.

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND GULF COAST TEACHING FAMILY SERVICES**

ARTICLE I.

This Cooperative Endeavor Agreement ("Agreement") has been entered into on the dates set forth herein by and between:

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

GULF COAST TEACHING FAMILY SERVICES (herein sometimes referred to as "**Gulf Coast**"), a Non-Profit Corporation of the State of Louisiana, in good standing, whose address is 2400 Edenborn Avenue, Metairie, LA 70001, herein represented by its duly authorized signatory, per certificate authority Willie Green, President.

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

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

1.2 WHEREAS, Section 1-05. of the Terrebonne Parish Charter in its pertinent part provides that "The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution" and furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

1.3 WHEREAS, TPCG has the authority, pursuant to the Constitution of the State of Louisiana to support programs of social welfare for the aid of the elderly for recreation as determined through objective criteria; and

1.4 WHEREAS, TPCG finds that its expenditure according to the terms of this cooperative endeavor, taken as a whole. is not gratuitous, has a public purpose, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of public funds;

1.5 WHEREAS, Gulf Coast is a Louisiana Non-Profit Corporation organized in accordance with Louisiana law;

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

ARTICLE II. PURPOSE

2.1 The purpose of this Agreement between Terrebonne Parish Consolidated Government and Gulf Coast is for the purpose of providing and administrating services at the Houma Senior Center in the Mechanicville Memorial Community Center. The parties agree that these services are for a public purpose that will provide Terrebonne Parish senior citizens with recreational activities. TPCG has received a budget from Gulf Coast, objectively, has a reasonable expectation of

receiving equivalent value for the services rendered, and payment for Gulf Coast's services are not gratuitous.

ARTICLE III. SCOPE SERVICES

3.1.1 TPCG shall pay up to One Hundred Fifty Thousand Dollars (\$150,000) to Gulf Coast for the administration of the senior citizens recreational activities. The purpose is to provide forty to fifty seniors daily by offering a variety of activities, educational seminars, daily meals, and light snacks. Certain participants must be 60 years of age or older, Terrebonne Parish residents and meet other program criteria. Transportation will only be provided for scheduled community outings.

3.2 Parties agree that Gulf Coast shall be responsible for the administration at the "Houma Senior Center" to operate and maintain the program for the elderly.

3.3 Gulf Coast agrees it shall incur costs administrating the program prior to TPCG reimbursement for up to the agreed amount. Gulf Coast shall provide adequate documents, accounting of records and receipts that the money used has been used for offering daily variety of activities, education seminars, daily meals, and light snack to elderly residents of Terrebonne Parish. Gulf Coast shall submit to any audit request of TPCG and cooperate with any auditor or auditors selected.

3.4 Gulf Coast agrees its employees, volunteers, servants, contractors/ subcontractors are the sole responsibility of Gulf Coast and TPCG is not responsible for these individuals. Gulf Coast is solely responsible for payment of wages and taxes.

3.5 Gulf Coast agrees that it shall retain necessary insurance coverage to conduct senior activities such as Workers Compensation, Employment Government Liability Practices, and General Liability, Auto Liability.

3.6 Gulf Coast agrees TPCG is not responsible for the facility or payment benefits where activities are conducted, and Gulf Coast shall ensure these facilities are appropriate and adequate to conduct these programs in a safe manner.

3.7 Gulf Coast will provide service Monday- Friday 9:00 a.m. to 1:00 p.m.

ARTICLE IV. TERM

4.1 The term of this Agreement is from January 1, 2022 to December 31, 2022.

ARTICLE V. TERMINATION

5.1 This Agreement shall be terminated under any or all of the following conditions:

5.1.1 By written mutual agreement and consent of the parties hereto.

5.1.2 For convenience by TPCG: By thirty (30) days written notice by TPCG to Gulf Coast.

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

5.1.4 As set forth in Article XVI.

ARTICLE VI. INSURANCE

6.1 The Gulf Coast shall procure and maintain the following insurance:

6.2 MINIMUM LIMITS OF INSURANCE:

All parties shall maintain limits no less than:

6.2.1 General Liability:

6.2.1.1 Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate that also includes lessee coverage if applicable; \$2,000,000 products/completed operations aggregate; including \$1,000,000 per occurrence in Sexual Abuse and Molestation Liability;

6.2.1.2 Additional Insured endorsement in favor of TPCG, its elected and appointed officials, agents, directors, servants, employees and volunteers on CG 2010 Form B (edition 0704), or approved equivalent; and

6.2.1.3 Waiver of Transfer of Rights of Recovery Against Others to in favor of TPCG, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

6.3 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage, including Hired/Non-Owned Auto Liability.

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

6.4.1 Alternate Employer Endorsement

6.4.2 Voluntary Compensation Endorsement

6.5 Employment Practices and Directors/Officers. Gulf Coast shall have a broad form employment practices that will include governmental liability at minimum coverage of \$1,000,000.

6.6 Umbrella and/or Excess Policy. Gulf Coast will maintain an umbrella and/or excess coverage of combined single limit of \$4,000,000.

6.7 OTHER INSURANCE PROVISIONS

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

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

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

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

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

6.8 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

6.8.1 The GCSS and its insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

6.9 ALL COVERAGES

6.9.1 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits

except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each Party listed as "additional insured."

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

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

6.10 ACCEPTABILITY OF INSURERS

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

6.11 VERIFICATION OF COVERAGE

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

ARTICLE VII. INDEMNIFICATION

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

ARTICLE VIII. NO WAIVER

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

ARTICLE IX. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE X. ENTIRE AGREEMENT/AMENDMENT

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

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

ARTICLE XI. COMPLIANCE WITH LAWS

11.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement. Gulf Coast acknowledges by accepting government funds it is subject to public records laws, legislative audits, and public laws as it relates to use of government funds.

ARTICLE XII. CHOICE OF LAW AND VENUE

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

ARTICLE XIII. SEVERABILITY

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

ARTICLE XIV. FINANCIAL DISCLOSURE

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

ARTICLE XV. AUDIT CLAUSE

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

15.2 TPCG and Gulf Coast agree that TPCG can audit any documents/records of any nature related to this agreement at TPCG's expense, and/or its representative, Gulf Coast shall produce the documents. Gulf Coast shall not destroy any documents/records without prior approval of TPCG. The production of documents/records shall be within seventy-two (72) hours of the request.

ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)

16.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or the Gulf Coast 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 Gulf Coast or TPCG, their successors or assigns for any further payments.

ARTICLE XVII. DISCRIMINATION CLAUSE

17.1 Gulf Coast 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 Gulf Coast agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Gulf Coast 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. Gulf Coast acknowledges and agrees that any act of unlawful discrimination committed by Gulf Coast, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XVIII. LEGAL COMPLIANCE

18.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42: 110 I, *et seq.*) in carrying out the provisions of this Agreement.

ARTICLE XIX. FORCE MAJEURE

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

ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL

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

ARTICLE XXI. SURVIVAL

21.1 Any provisions of this Agreement which by its nature, such as indemnification and insurance coverage, is intended to survive the termination or completion of this Agreement will survive the termination or completion of the Agreement.

ARTICLE XXII. NOTICES

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

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

22.1.2. Gulf Coast Teaching Family Services
Attn: Willie Green
2400 Edenborn Avenue
Metairie, LA 70001

ARTICLE XXIII. INDEPENDENT CONTRACT

23.1 Gulf Coast is an independent contractor, providing goods and services to third parties on a contractual basis. Nothing contained herein shall make Gulf Coast an agent, associate, joint venture partner or representative of TPCG.

ARTICLE XXIV. NO WAIVER

24.1 The failure of TPCG and Gulf Coast 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 or of any of the supporting documentation.

ARTICLE XXV. AMENDMENT

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

ARTICLE XXVI. ASSIGNMENT

26.1 No party shall assign, in whole or in part, the rights and obligations under this Agreement in any manner except by operation of law or by the consent of the non-assigning party obtained beforehand in writing, and in case of such assignment so consented to, all of the conditions and provisions herein shall apply to such substituted party.

ARTICLE XXVII. NON-APPROPRIATION

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

ARTICLE XXVIII. COUNTERPARTS

28. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

ARTICLE XXIX. ENTIRE AGREEMENT

29. This Agreement, including its attachments and its preambles, and any applicable state and federal laws pertinent hereto, comprises the complete and exclusive statement of the agreement of the Parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

ARTICLE XXX. SIGNATURES

IN WITNESS WHEREOF, on _____ day of _____, 2022 the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the Gulf Coast for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

**GULF COAST TEACHING
FAMILY SERVICES**

By: _____
Willie Green, President

Notary Public

IN WITNESS WHEREOF, on _____ day of _____, 2022 the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the TPCG for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED OVERNMENT**

By: _____
Gordon E. Dove, Parish President

Notary Public



Monday, January 24, 2022

Item Title:

Resolution Reject the bid for Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment

Item Summary:

RESOLUTION: Concurring with the Parish Administration to reject the submittal for Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment and rebid at a later date.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/20/2022	Executive Summary
Resolution	1/20/2022	Resolution
Support Material	1/20/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Reject the bid for Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment

PROJECT SUMMARY (200 WORDS OR LESS)

To reject the bid of Quest Construction Equipment and re-bid at a later date

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Rejecting the bid submitted and rebidding to ensure the proper document(s) are submitted

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT
BUDGETED:

\$250,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

1

2

3

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Sharon Ellis

Signature

1-19-2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO: 22-

WHEREAS, on December 27, 2021 bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment for the Forced Drainage Division of the Public Works Department, and

WHEREAS, after careful review by the Purchasing Division, and David Rome, Public Works Director it has been determined that the sole bid received from Quest Construction Equipment be rejected for failure to comply with the "Instructions for Bidders", and

WHEREAS, the Purchasing Division requests authorization to re-bid at a later date and to award to the lowest responsive responsible bidder upon bid opening, and

WHEREAS, Parish Administration concurs with the recommendation to reject the bid of Quest Construction Equipment and re-bid at a later date, as per attached documents.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be accepted to reject the bid submitted and re-bid at a later date for the excavator, as per attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2022

Bid Cover Sheet

Bid Name: Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment

Bid(s) Received: 0 **Bid Date:** 12/27/2021 **Bids Opened By:** Gina Bergeron

Bidder's Name:	Amount:	Check:	Bond:
-----------------------	----------------	---------------	--------------

Award Bid To: Reject bid **Amount:** .00

Purchasing Department Comments:

✱ One Bid was submitted. The bid of Quest Construction Equipment must be rejected for failure to comply with the "Instruction for Bidders". Requesting authorization to re-bid at a later date.

Purchasing Bid Form Listing



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

Purchasing Bid Form Listing > Maintenance Bid: '7842'

[-< Return to List](#)

[Approval Details](#)

[Printer Version](#)

Bid Form Id: 7842

Bid Name: Bid 21-DRA-68 Purchase of One (1) New/Unused Exce

* Bids Opened By: Gina Bergeron

* Department: Public Works

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence: 1. Reviewer - approved on 12/29/2021 by purfh03

2. Department Head - approved on 01/04/2022 by seradm06

3. Chief Financial Officer - approved on 01/04/2022 by kmauldin

4. Parish Manager - approved on 01/04/2022 by mcloups

5. Parish President - approved on 01/11/2022 by ladams

6. Purchasing Manager - approved on 01/11/2022 by purfh08

* Date: 12/27/2021 (mm/dd/yyyy)

Related RFB: Purchase of one new and unused Excavator with Cutter Attachment.

Charge Account: 252-351-8915-06

Estimated Price: 250000.00

Amount Budgeted: .00

Status: Complete

Comments: One Bid was submitted. The bid of Quest Construction Equipment must be rejected for failure to comply with the "Instruction for Bidders". Requesting authorization to re-bid at a later date.

Award Bid To: Reject bid

Award Amount: .00

Bidders:

No bidders on file.

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
------------	----------	---------------

Documents:

[Add New Document](#)

Save Changes

* Denotes required fields.

Bid added by Gina Bergeron on 12/27/2021

Gina Bergeron

From: Sharon Ellis
Sent: Tuesday, January 11, 2022 2:26 PM
To: Gina Bergeron
Subject: FW: TPCG - Purchasing Bid Form Request Approval Completion
Importance: High

Done.

Sharon M. Ellis
Sr. Procurement Specialist
Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma LA 70363
985 746 6705
985 873 6766 (fax)

From: Webmaster <webmaster@tpcg.org>
Sent: Tuesday, January 11, 2022 2:25 PM
To: Sharon Ellis <sellis@tpcg.org>
Subject: TPCG - Purchasing Bid Form Request Approval Completion
Importance: High

TPCG - Purchasing Bid Cover Sheet ID: 7842

You are being notified of a Bid request form approval process being completed.

Click on the link below to view form details

[View](#)

This is an automatic email notification sent to you by:

- Terrebonne Parish Consolidated Government
- P.O. Box 2768
- Houma, Louisiana 70361
- (985) 868-5050 or (985) 868-3000

"Bid Analysis" -
Line item View
(Contains all vendor prices)
Bid # 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment
Bids will be received until:2021-12-27 14:00:00

Item 1
Purchase of One (1) New/Unused Excavator With Cutter Attachment as per specifications
Qty:1

Supplier (Company Name)	Unit Price	Ext. Total	Mfg Name	Part Number
-------------------------	------------	------------	----------	-------------

Questequip (Quest Constructio 242873 242873 Link Belt 210X4

*Bidder failed to provide a copy of the required
license

OFFICIAL BID FORM
SECTION "A"

Bid 21-DRA-68 Purchase of One (1) New/Unused Excavator with Cutter Attachment

Delivery shall be within 180 calendar days After Receipt of Order (ARO)

Excavator 45 days After 180 days

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the excavator with cutter, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated December 2021.

NAME OF BIDDER: Quest Construction Equipment LLC

ADDRESS OF BIDDER: P.O. Box 417 (10561 Airline Hwy.)
St. Rose, LA. 70087

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Thomas Rizzo

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Thomas Rizzo

TITLE OF AUTHORIZED SIGNATORY BIDDER: Vice President - Operations

DATE: 12-22-21

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



Monday, January 24, 2022

Item Title:

Resolution Reject all submittals for Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

Item Summary:

RESOLUTION: Concurring with the Parish Administration to reject all submittals for Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022) and rebid at a later date.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/20/2022	Executive Summary
Resolution	1/20/2022	Resolution
Support Material	1/20/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

PROJECT SUMMARY (200 WORDS OR LESS)

Reject all bids and request authorization to rebid at a later date

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Rejecting bids for noncompliance with "Instruction for Bidders" and/or budgetary reasons to rebid in order to purchase the needed t-shirts and caps for team sports

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT BUDGETED:

\$55,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis

Signature

1-20-2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

WHEREAS, on November 24, 2021, bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022) for the Recreation Department , and

WHEREAS, after careful review by the Purchasing Division and Roddy Lerille, Recreation Director it has been determined that the lowest bidder, Bay Promo LLC, and the next lowest bidder JNC Supplies should be rejected for failure to comply with the "Instructions for Bidders" and all remaining bids must be rejected for exceeding the budget and the Department requests authorization to re-bid at a later date, and

WHEREAS, the Recreation Department requests authorization to award to the lowest qualified bidder upon opening of the rebids, and

WHEREAS, the initial term shall be for a one (1) year period subject to the availability of funds appropriated, the contract may be extended at TPCG's option for one (1) additional one (1) year term provided the terms, conditions, prices, and specifications remain the same, and

WHEREAS, Parish Administration concurs with the recommendation to reject all submittals and rebid at a later date for Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022) as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be approved to reject all submittals and rebid at a later date for the purchase of t-shirts and caps as per attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 2022

Purchasing Bid Form Listing

▼

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

Purchasing Bid Form Listing > View Bid: 7827

Bid Form Approvers

Information for Bid Form ID# : 7827

Bid Name

Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

Form Type:

BR02 - Bid Cover Sheet

Date:

11/24/2021

Bid Name:

Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

Requestor:

Gina Bergeron

Charge Account:

Price:

.00

Award To:

Comments:

Five bids were submitted. FSP Designs provided all the proper documentation as required by the "Instructions for Bidders". Although the lowest bid, JNC must be rejected for failure to comply with the "Instructions for Bidders". The bids of International Promotions, Bay Promo, and Creative Graphics cannot be considered for the same reason. FSP Design's sample of the T-Shirt and Cap along with the color pallet is available in the Purchasing Division for inspection. The file is being forwarded to the requesting department for review of compliance with the specifications and award recommendation.

Bidders:

Name	Amount	Check	Bond
FSP Designs	.00	0	0.00

Documents:

[DOC121321.pdf](#) Bid documents and tabulations - Added By Gina Bergeron (purh05)

Show Information on Related RFB

Approver Name

Approval Type

Department

Status

Sent Date

Read Date

1. Angela Guidry

Reviewer

Approved

12/13/2021

Status Changed By:

purh03

APPROVED

Status Change Date:

12/13/2021

2. Roddy Lerille

Department Head

TPR Administration

Denied

12/13/2021

Edit

Email

Status Changed By:

Roddy Lerille

DENIED

Status Change Date:

01/07/2022

Conditions:

Bid is over budget.

3. Kandace Mauldin

Chief Financial Officer

Pending

12/13/2021

4. Michael C. Toups

Parish Manager

Pending

12/13/2021

https://secure.tpcg.org/login/dispatcher.php?f=bids&p=approval-list&id=7827&callback=... 1/19/2022

Approver Name	Approval Type	Department	Status	Sent Date	Read Date
5. Gordon E. Dove	Parish President		Pending	12/13/2021	
6. Angela Guidry	Purchasing Manager		Pending	12/13/2021	

OFFICIAL BID FORM
SECTION "A"

BID 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

The bid will be awarded to the vendor who submits the lowest unit price on both the t-shirts and caps combined.

Delivery shall be may After Receipt of Order (ARO) within time frames described in detail herein

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated October 2021

NAME OF BIDDER: Matthew Geiger DBA FSP Designs

ADDRESS OF BIDDER: 331 W Chestnut Ave Monrovia CA 91016

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Matt Geiger

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Owner

DATE: 11/11/21

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

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

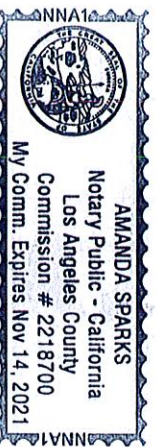
State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me
on this 13th day of NOVEMBER, 2021,
by Date Month Year
(1) MATTHEW BEIGER

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Amanda Sparks
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

11/24/2021 11:11:12 AM 72-1311336

11/24/2021 11:11:12 AM 72-1311336

MATTHEW GIEGER
ESP DESIGNS
331 W CHESTNUT AVE
NORRIDGE CA 91016-3431

02/2/20

Employer Identification Number: 72-1311336

Dear MATTHEW GIEGER:

Thank you for your inquiry of Aug. 24, 2020.

Your employer identification number (EIN) is 72-1311336. This letter is your Department's response. Enter your federal business tax returns and on related correspondence you can get any of the forms or publications mentioned by visiting our website at www.irs.gov/forms-pubs. 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-1040. If you prefer, you can write to us at the address first page of this letter.

When you write, include a copy of this letter, an telephone number and the hours we can reach you at.

Telephone number () _____ Hour _____

Keep a copy of this letter for your records.

OFFICIAL BID FORM
SECTION "A"

BID 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

The bid will be awarded to the vendor who submits the lowest unit price on both the t-shirts and caps combined.

Delivery shall be may After Receipt of Order (ARO) within time frames described in detail herein

.....
The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated October 2021

NAME OF BIDDER: JNC Supplies Inc.

ADDRESS OF BIDDER: 367 Windsor Highway - Suite 438 - New Windsor, NY 12553

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Joe Walter

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Sales Manager

DATE: Nov-16-21

Signature Authorization: (Required by All Bidders) Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with I.A.R.S. 38.2212(b)(5)

JNC SUPPLIES INC.

367 Windsor Highway - Suite 438

New Windsor, NY 12553

TEL. 845.402.8900*FAX. 845.402.8901

November 16, 2021

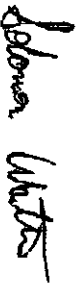
Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363

To Whom It May Concern:

I hereby certify that JOE WALTER is our sales manager here at JNC Supplies Inc. and he is fully authorized to bind JNC to any and all contract agreements.

For any other questions or concerns please feel free to contact me any time

Sincerely

A handwritten signature in black ink, appearing to read "Solomon Walter", written in a cursive style.

Solomon Walter

President

OFFICIAL BID FORM
SECTION "A"

BID 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

The bid will be awarded to the vendor who submits the lowest unit price on both the t-shirts and caps combined.

Delivery shall be may After Receipt of Order (ARO) within time frames described in detail herein

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated October 2021

NAME OF BIDDER: International Promotional Ideas Inc.

ADDRESS OF BIDDER: 1310 Louis Ave

Elk Grove Village IL 60007

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Jack Rosenfeld

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: 11/05/2021

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

OFFICIAL BID FORM
SECTION "A"

BID 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

The bid will be awarded to the vendor who submits the lowest unit price on both the t-shirts and caps combined.

Delivery shall be may After Receipt of Order (ARO) within time frames described in detail herein

.....
The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated October 2021

NAME OF BIDDER: Creative Graphics, Inc

ADDRESS OF BIDDER: 99 E Avenue Hwy
Kenner, LA 70062

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* BRANDY BORDREAU

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER: 

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

DATE: Nov 19, 2021

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

OFFICIAL BID FORM
SECTION "A"

BID 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

The bid will be awarded to the vendor who submits the lowest unit price on both the t-shirts and caps combined.

Delivery shall be may After Receipt of Order (ARO) within time frames described in detail herein

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to deliver t-shirts and caps as required and in strict accordance with the terms and conditions in the Bid Documents prepared by the TPCG Purchasing Division and dated October 2021

NAME OF BIDDER: BAY PROMO, LLC

ADDRESS OF BIDDER: 6201 JOHNS ROAD, SUITE 9, Tampa, FL 33634

NAME OF AUTHORIZED SIGNATORY BIDDER: (*Printed or Typed*) Margina Arguello

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Sales President

DATE: 11/24/2021

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

Title

Bid 21-REC-62 Purchase of New/Unused T-Shirts and Caps for Team Sports (2022)

Bid Opening/Expiration Date/Time:

2021-11-24 14:00:00

Vendor (company name of each vendor)		
LA Contractor License #	Total Bid Price	

FSP Designs	Per Roddy, over budget see Bid Cover	320,689.0000
JNC Supplies	Failed to acknowledge addendum #2	260,949.0000
International Promotional Ideas Inc	Failed to acknowledge addendum #2, no signature authorization and failed to send samples	330,050.0000
Creative Graphics Inc.	No signature authorization, failed to acknowledge addendum #2 and failed to send samples	465,651.5000
BAY PROMO LLC	No signature authorization, and failed to send samples	245,062.5000

Category Number:
Item Number: 7.



Monday, January 24, 2022

Item Title:

Ordinance to declare surplus item with a value of \$5,000 or greater

Item Summary:

Introduce an ordinance declaring a 2014 Dodge Charger (Unit #368) from City Marshal having a value of \$11,000 as surplus and authorizing said item to be disposed of by any legally approved method and calling a public hearing on Wednesday, February 9, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/18/2022	Executive Summary
Ordinance	1/18/2022	Ordinance
Backup Material	1/18/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE: Declaring (1) vehicle with a value greater than \$5,000 from the City Marshal's Office as surplus.

PROJECT SUMMARY (200 WORDS OR LESS)

Declaring (1) vehicle with a value greater than \$5,000 from the City Marshal's Office as surplus and to acquire authorization to dispose of items through legally approved methods.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

TOTAL EXPENDITURE

Anticipated Revenue: \$11,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis, Sr. Procurement Specialist

Signature

January 18, 2022

Date

ORDINANCE NO: _____

An Ordinance to declare equipment with a value of Five Thousand Dollars (\$5,000.00) or greater from the City Marshal's Office as described in the attached Exhibit "A" as surplus and authorize said item to be disposed of by public bid, negotiated sale, junking, or any other legally approved method.

SECTION I

WHEREAS, the movable properties listed in the attached Exhibit "A" each have a value of \$5,000.00 or greater as indicated by the value set out next to the item; and

SECTION II

NOW THEREFORE BE IT ORDAINED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby declare the movable property listed in the attached Exhibit "A" as surplus and that the Parish Administration is authorized to dispose of said items by public bid, negotiated sale, junking or any other legally approved method.

SECTION III

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

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

This ordinance, having been introduced and laid on the table for two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted this _____th day of _____, 2022.

Exhibit "A"
Surplus January, 2022
(Value of \$5,000.00 or Greater)

CITY MARSHAL:

1 – 2014 Dodge Charger, Unit #368/\$11,000

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
CITY MARSHAL Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
UNIT 370	1	\$7800.00	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2012 WHITE DODGE CHARGER VIN# 2G3CDXAG7GH248062 MILEAGE: 105,630

Already Surplused

~~needs engine repairs~~

ITEM IS LOCATED AT: PLANT ROAD @ CITY LOT

ITEM	QUANTITY	VALUE	CONDITION
UNIT 368	1	\$11,000.00	Good

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2014 WHITE DODGE CHARGER VIN# 2C3DXAG8EH279288 MILEAGE: 69,174

needs steering repair

ITEM IS LOCATED AT: PLANT ROAD @ CITY LOT

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

KAYLA CADIERE

Contact Person

985 868-8914

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature


Date

Complete form and make a copy for your department files. Send the original with the Surplus form to Purchasing for disposal instructions. NOTE: Vehicle must be cleaned and all keys turned in to Purchasing.

CONDITION OF VEHICLE:

	GOOD	FAIR	POOR	SALVAGE	DESCRIPTION OF ANY PROBLEMS	DATE OF LAST SERVICE		
ENGINE	✓				No reported issues			
TRANSMISSION	✓				No reported issues			
DIFFERENTIAL	✓				No reported issues			
BODY	✓				Dents			
BRAKES	✓				No reported issues			
Clutch	✓				No reported issues			
RADIATOR	✓				No reported issues			
STEERING			✓		Needs repair			
BATTERY	✓				No reported issues			
AC	✓				No reported issues			
HEATER	✓				No reported issues			
WINDSHIELD	✓				No reported issues			
WINDOWS	✓				No reported issues			
UPOLSTERY	✓				seat covers are worn			
RADIO	✓				No reported issues			
JACK	✓				No reported issues			
PAINT	✓				Various scratches / dents			
TIRES: R FRONT	✓				Less than 5000 miles on them			
TIRES: L FRONT	✓							
TIRES: R REAR	✓							
TIRES: L REAR	✓							
TIRES: SPARE		✓			Original			

CONTACT PERSON: Carl Ledet Fleet Superintendant


Carl Ledet / Fleet Maintenance Superintendent

#NAME?

2014 Dodge Charger Pricing Report

Style: SE Sedan 4D

Mileage: 69,174

Vehicle Highlights

Fuel Economy: City 18/Hwy 27/Comb 21 MPG

Engine: V6, 3.6 Liter

Transmission: Automatic, 5-Spd

Drivetrain: RWD

Country of Assembly: Canada

Country of Origin: United States

EPA Class: Large Cars

Max Seating: 5

Doors: 4

Body Style: Sedan

Trade in to a Dealer

Trade-in Range
\$10,906 - \$12,465

Trade-in Value
\$11,686



Valid for **ZIP code 70360** through **01/13/2022**

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ White

Engine

V6, 3.6 Liter

Transmission

Automatic, 5-Spd

Drivetrain

RWD

Braking and Traction

Hill Start Assist Control

Traction Control

Electronic Stability Control

ABS (4-Wheel)

Comfort and Convenience

Keyless Entry

KEYLESS-GO

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Anti-Theft System

Steering

Power Steering

Tilt & Telescoping Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Bluetooth Wireless

Uconnect

SiriusXM Satellite

Safety and Security

Dual Air Bags

Side Air Bags

F&R Head Curtain Air Bags

Seats

Power Seat

Lighting

Daytime Running Lights

Wheels and Tires

Alloy Wheels



Monday, January 24, 2022

Item Title:

2022 Various Items for Budget Amendment

Item Summary:

Introduce an ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Westside Alma Street Drainage Project, \$1,359,783

II. HOME ARP, \$1,235,848

III. Sanitation, \$509,000

IV. Housing & Human Services, \$55,786

V. Planning, (\$3,545)

a. add Code Enforcement Inspector, Grade 107

b. delete Code Enforcement Officer II, Grade 108

and calling a public hearing on said matter on Wednesday, February 9, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	1/20/2022	Executive Summary
2022 Various Items for Budget Amendment	1/20/2022	Budget Amendment
2022 Various Items for Budget Amendment	1/20/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Westside Alma Street Drainage Project, \$1,359,783
- II. HOME ARP, \$1,235,848
- III. Sanitation, \$509,000
- IV. Housing & Human Services, \$55,786
- V. Planning, (\$3,545)
 - a. add Code Enforcement Inspector, Grade 107
 - b. delete Code Enforcement Officer II, Grade 108

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

/s/ Kayla Dupre

Signature

January 20, 2022

Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Westside Alma Street Drainage Project, \$1,359,783
- II. HOME ARP, \$1,235,848
- III. Sanitation, \$509,000
- IV. Housing & Human Services, \$55,786
- V. Planning, (\$3,545)
 - a. add Code Enforcement Inspector, Grade 107
 - b. delete Code Enforcement Officer II, Grade 108

SECTION I

WHEREAS, the Federal Emergency Management Agency (FEMA) has made federal funds available, through the State of Louisiana under the Pre-Disaster Mitigation Grant Program, to Terrebonne Parish Consolidated Government of \$1,334,474 for the Westside Alma Street Drainage Project, and

WHEREAS, Terrebonne Parish Consolidated Government non-federal funding share is \$25,309 from the Sales Tax Revenue Fund, and

WHEREAS, the total funding for the Westside Alma Street Drainage Project is \$1,359,783.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and the 5 Year Capital Outlay be amended to recognize funding for Westside Alma Street Drainage Project. (Attachment A)

SECTION II

WHEREAS, the U.S. Department of Housing and Urban Development has awarded HOME American Rescue Plan (ARP) to Terrebonne Parish Consolidated Government for \$1,235,848, and

WHEREAS, the funding will be used for the homeless population in Terrebonne Parish through various activities.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Operating Budget be amended for the HOME ARP program. (Attachment B)

on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the Montegut Fire District #6. (Attachment D)

SECTION III

WHEREAS, Administration is requesting funding of \$509,000 for the Sanitation Department to purchase two John Deere tractors and longarm cutters, and

WHEREAS, the funding source is from the Sanitation fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the Sanitation Department. (Attachment E)

SECTION IV

WHEREAS, Administration is requesting additional funding of \$55,786 for professional services for the HVAC project for Head Start, and

WHEREAS, the funding source for the professional services is from General Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for Head Start. (Attachment F)

SECTION V

WHEREAS, Administration is requesting to amend the Budgeted Positions, adding a full time Code Enforcement Inspector and deleting a Code Enforcement Officer II for the Planning Department, and

WHEREAS, the budgeted dollars for the change is (\$3,545).

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Budgeted Positions be amended to recognize the necessary change for Planning Department. (Attachment G)

SECTION VI

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon Dove, Parish President, to execute any and all documents for these amendments as approved by the legal department.

SECTION VII

If any work, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION VIII

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

ATTACHMENT A - Westside Alma Street Drainage

	2021		
	Adopted	Change	Amended
Westside/Alma Drainage Project	(1,369,783)	35,309	(1,334,474)
Westside Area Drainage	1,776,627	(10,000)	1,766,627
Transfer from Sales Tax Revenue Fund		(25,309)	(25,309)
Transfer to P/W Drainage Contr		25,309	25,309
Fund Balance (decrease)	n/a	(25,309)	n/a

ATTACHMENT B - HOME ARP

	2021		
	Adopted	Change	Amended
HOME ARP		(1,235,848)	(1,235,848)
Salaries-HOME ARP		100,000	100,000
Fringes-HOME ARPL		85,377	85,377
HOME ARP Expenses		1,050,471	1,050,471

ATTACHMENT C - Sanitation-Vegetation

	2021		
	Adopted	Change	Amended
Machinery & Equipment	367,089	509,000	876,089
Net Position (decrease)	n/a	(509,000)	n/a

ATTACHMENT D - Housing & Human Services

	2021		
	Adopted	Change	Amended
Other Fees	500	55,786	56,286
Fund Balance (decrease)	n/a	(55,786)	n/a

ATTACHMENT E - Planning

	2021		
	Adopted	Change	Amended
Salaries & Wages	1,097,365	(2,973)	1,094,392
FICA	68,285	(185)	68,100
Medicare	15,970	(43)	15,927
Pension	82,602	(223)	82,379
Unemployment Compensation	16,520	(44)	16,476
Workmen's Compensation	28,618	(77)	28,541

ATTACHMENT E - Planning

		2022						
		Adopted	Change	Amended	Level	MIN	MID	MAX
Code Enforcement Officer II	3	-1	2	108	32,703	40,879	49,055	
Code Enforcement Inspector	0	1	1	107	29,730	37,163	44,595	

funded.
transfer 255 25309
to 655 (25309)
6318-22 25309

Section I

655-351-8979-18 (10,000)
6318-22 10,000

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
Terrebonne Parish Consolidated Government

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Pre Disaster Mitigation Grant Program ("PDM"). CFDA 97.047.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and Terrebonne Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning -Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Forms 424B (Rev. 7-97) and 424D (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

Louisiana Scope of Building Codes, La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Terrebonne Parish 2018 PDM St. Louis Canal Road (Westside/Aima) Drainage Project, the Grantor has provided funds to Sub-Recipient through Recipient's PDM Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (PDMC-PJ-06-LA-2018-009, EMT-2020-PC-0001 (3)).

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Construction and Non-Construction Programs as outlined in Standard Forms 424B and 424D, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to PDMC-PJ-06-LA-2018-009, EMT-2020-PC-0001 (3), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Installation of two (2) new 5'x4' concrete box culverts and two (2) new 5'x5' box culverts which will allow the system to remove floodwaters more rapidly during sewer storm events.

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$1,334,473.78
5.2.2 Total Project Cost	\$1,334,473.78

5.3 Funding Sources

5.3.1 Federal Share	\$1,334,473.78
5.3.2 Non-Federal Share	\$ 444,824.60

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:


Sean Wyatt
Assistant Deputy Director, Hazard Mitigation Assistance Division
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

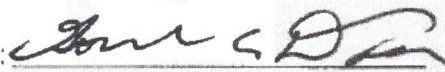
Honorable Gordon E. Dove
Parish President
Terrebonne Parish Consolidated Government
8026 Main Street
Houma, Louisiana 70360

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: 
James B. Waskom
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: 5/11/2021

BY: 
Honorable Gordon E. Dove
Parish President
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DATE: May 6, 2021

655-751-8929-18 25,309.00
655-600-6318-22 1,344,474.
from Fed 755 Fed Ex. should be 1334474

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
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**2022 - FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8929-18
WESTSIDE AREA DRAINAGE
R: 655-000-6342-03
R: 655-000-6318-22
PROJECT # 21-DRA-10

TOTAL FUNDING
EXPENDITURES THRU 12/31/20
PROJECT BALANCE

\$	2,403,155
	(636,528)
\$	1,766,627

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2021	2022	2023	2024	2025	2026
Jan-05	ORD 6942	FD 255 1/4% CAPITAL SALES TAX	150,000						
Nov-08	ORD 7561	TO 252-351-8422-89 FD 255	(150,000)						
Nov-11	ORD 8072	FD 255 1/4% CAPITAL SALES TAX	150,000						
Jan-13	ORD 8247	FD 252 DRAINAGE TAX FUND	30,000						
Jan-14	ORD 8376	FD 252 DRAINAGE TAX FUND	707,824						
Jan-14	ORD 8376	FROM 655-44 FD 255 1/4% CAP SALES TAX	23,245						
Jan-14	ORD 8376	FROM 655-58 FD 252 DRNG TAX FUND	108,722						
Jan-14	ORD 8376	FROM 659-351-2929-04 FD 252 DRNG TAX	50,000						
Jan-14	ORD 8376	FROM 659-310-8916-74 FD 659 UNALL INT	14,929						
Apr-16	ORD 8693	TO 655-351-8929-27 FD 252 DRNG TAX	(263,891)						
Jan-17	ORD 8796	FD 252 DRAINAGE TAX FUND	200,000						
Aug-18	ORD 8998	TO 655-351-8929-27 FD 252 DRNG TAX	(48,279)						
Feb-19	ORD 9031	FACILITY PLANNING AND CONTROL	65,167						
Feb-19	ORD 9032	TO 655-351-8929-50 FD 252	(214,001)						
Jun-19	ORD 9055	FROM 655-351-8939-11 GOMESA	684,823						
Mar-20	ORD 9131	TO 252-351-8929-12 GOMESA	(200,000)						
Mar-20	ORD 9131	TO 252-351-8929-10 GOMESA	(200,000)						
Jun-21	ORD 9268	DE-OB FACILITY PLANNING & CONTROL		(65,167)					
Jun-21	ORD 9268	FROM FD 255 1/4% CAPITAL SALES TAX		25,309					
Jun-21	ORD 9268	FEMA		1,344,474					
Feb-22	PENDING BA	FEMA			(10,000)				

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	\$	472,011	\$	1,304,616	\$	(10,000)	\$	-	\$	-	\$	-
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ENGINEER/ARCHITECT:
CONTRACTOR:

ALL SOUTH CONSULTING ENGINEERS LLC
BYRON E. TALBOT CONTRACTOR, INC

DESCRIPTION: PROVIDE BETTER DRAINAGE FOR THE AREA NEAR
WESTSIDE BOULEVARD AND ALMA STREET.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2021 - FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND

\$	2,413,155
\$	(623,856)
\$	1,789,299

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2020	2021	2022	2023	2024	2025
Jan-05	ORD 6942	FD 255 1/4% CAPITAL SALES TAX	150,000						
Nov-08	ORD 7361	TO 252-351-8422-88 FD 255	(150,000)						
Jan-11	ORD 8072	FD 255 1/4% CAPITAL SALES TAX	150,000						
Jan-13	ORD 8247	FD 252 DRAINAGE TAX FUND	30,000						
Jan-14	ORD 8376	FD 252 DRAINAGE TAX FUND	707,824						
Jan-14	ORD 8376	FROM 655-44 FD 255 1/4% CAP SALES TAX	23,245						
Jan-14	ORD 8376	FROM 655-58 FD 252 DRNG TAX FUND	108,722						
Jan-14	ORD 8376	FROM 659-310-8816-74 FD 659 UNALL INT	50,000						
Jan-14	ORD 8376	TO 655-351-8929-27 FD 252 DRNG TAX	14,828						
Apr-16	ORD 8693	FD 252 DRAINAGE TAX FUND	(283,991)						
Jan-17	ORD 8796	TO 655-351-8929-27 FD 252 DRNG TAX	200,000						
Aug-18	ORD 8968	FACILITY PLANNING AND CONTROL	(48,279)						
Feb-19	ORD 9031	TO 655-351-8929-50 FD 252	65,167						
Jun-19	ORD 9032	FROM 655-351-8939-11 GOMESA	(214,001)						
Jun-19	ORD 9055	TO 252-351-8912-10 GOMESA	684,823						
Jun-21	ORD 9131	DE-OB FACILITY PLANNING & CONTROL	(200,000)						
Jun-21	PENDING BA	FROM FD 255 1/4% CAPITAL SALES TAX	(200,000)						
Jun-21	PENDING BA	FEMA	(65,167)						
			25,309						
			1,344,474						
	LESS PRIOR YEARS EXPENDITURES		(523,856)						
		FUNDS AVAILABLE	\$ 894,683	\$ (400,000)	\$ 1,304,676	\$	\$	\$	\$

PROVIDE BETTER DRAINAGE FOR THE AREA NEAR WESTSIDE BOULEVARD AND ALMA STREET.

Page 30

Section II

Terrebonne Parish Consolidated Government
HOME ARP
Budget Amendent
1/18/2022

		<u>Current</u>	<u>Adjustment</u>	<u>Final</u>
235-000-6319-02	HOME ARP	-	(1,235,848)	(1,235,848)
235-606-8111-10	Salaries - HOME ARP	-	100,000	100,000
235-606-8111-99	Fringes - HOME ARP	-	85,377	85,377
235-606-8354-00	HOME ARP Expenses	-	1,050,471	1,050,471
		<hr/>	<hr/>	<hr/>
		-	-	-

The U.S. Department of Housing and Urban Development has awarded HOME American Rescue Plan (ARP) to Terrebonne Parish in the amount of \$1,235,848 to provide funding for the homeless population in Terrebonne Parish through various activities.

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 - HOME Investment Partnerships Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Grantee Name and Address Houma-Terrebonne 809 Barrow St Houma, LA 70360-4722		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP220209	
		3a. Tax Identification Number 728001390	3b. Unique Entity Identifier (formerly DUNS) 045774333
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 - 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0
a. Formula Funds			\$
7. Current Transaction (+ or -)			\$1,235,848.00
a. Administrative and Planning Funds Available on Federal Award Date			\$61,792.40
b. Balance of Administrative and Planning Funds			\$123,584.80
c. Balance of Formula Funds			\$1,050,470.80
8. Revised Obligation			\$
a. Formula Funds			\$
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached			10. Federal Award Date (HUD Official's Signature Date) 09/20/2021
11. Indirect Cost Rate* Administering Agency/Dept. Indirect Cost Rate Direct Cost Base _____% _____% _____% _____%			12. Period of Performance Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40083a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1662, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Cheryl S. Breaux, CPD Director	14. Signature <i>Cheryl S. Breaux</i>	15. Date 9/22/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature <i>Mike Toups</i>	18. Date 9/28/21

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information:

Source of Funds 2021	HOME ARP Appropriation Code 861/50205	PAS Code HMX	Amount \$1,235,848.00
-------------------------	---	-----------------	--------------------------

Mike Toups
Parish Manager
Authorized Designee
Record #1627089

Kayla Dupre

From: Kandace Mauldin
Sent: Thursday, January 20, 2022 8:28 AM
To: Kayla Dupre
Subject: Budget Amendment
Attachments: Budget Cuts; New Tractors

Kayla,

We need to budget amendments for the following items

- 353-445-8914-01 - 2 John Deere 610M Cab Tractors (\$95,000 each); \$285,000 total
- 353-445-8915-06 – additional funding needed for longarm cutters - \$72,000 total
- 353-445-8915-06 – 2 additional long arm cutters (\$76,000 each); \$152,000 total

Thanks,
Kandace

Kayla Dupre

From: Clay Naquin
Sent: Wednesday, January 5, 2022 10:01 AM
To: Kandace Mauldin
Subject: Budget Cuts

Kandace, just notice that my request for five tractors was cut to three.

Clay J. Naquin
Solid Waste Director
Terrebonne Parish Consolidated Gov.
cnaquin@tpcg.org
Work: (985) 873-6739
Fax: (985) 873-6760



Kayla Dupre

From: Clay Naquin
Sent: Wednesday, January 5, 2022 9:58 AM
To: Kandace Mauldin
Cc: Kayla Dupre; Kristie Ellender
Subject: New Tractors
Attachments: 2022_01_05_09_37_35.pdf

Happy New Year,

Attached is a quote for the longarm grass cutter attachment for the new tractors. When I put my 2022 budget I requested \$40,000 per attachment when I should have requested \$76,000 per attachment. Current 2022 budget has \$80,000 allotted and will need to add \$148,000 to cover the cost.

Thanks,

Clay J. Naquin
Solid Waste Director
Terrebonne Parish Consolidated Gov.
cnaquin@tpcg.org
Work: (985) 873-6739
Fax: (985) 873-6760



Kayla Dupre

From: Kandace Mauldin
Sent: Thursday, January 20, 2022 8:29 AM
To: Kayla Dupre
Subject: Budget Amendment
Attachments: Professional Services Budget Amendment.docx

We need to do a budget amendment for professional services in 151-653. See attached for the wording and account numbers.

Kandace M. Mauldin, CPA

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



WHEREAS, Administration is requesting additional funding of \$55,786 for professional services for the HVAC project for Head Start, and

WHEREAS, the funding source for the professional services is from General Fund fund balance.

Account #151-653-8349-01 Other Fees

Kayla Dupre

From: Kandace Mauldin
Sent: Thursday, January 20, 2022 8:45 AM
To: Kayla Dupre
Subject: Budget Amendment
Attachments: BA Planning Personnel.xlsx

Kayla,

We need to do a budget amendment for Planning 151-193. We added a position at Grade 108 for the 2022 budget, but this should have been a position at Grade 107. So, we are deleting an open position, Code Enforcement Officer II, Grade 108, and adding a position, Code Enforcement Inspector, Grade 107.

See attached the change in the budget.

Thanks

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457



2022			
	Adopted	Change	Amended
151-193-8111-01 Salaries and Wages	1,097,365	(2,973)	1,094,392
151-193-8121-01 FICA	68,285	(185)	68,100
151-193-8121-02 Medicare	15,970	(43)	15,927
151-193-8122-01 Pension	82,602	(223)	82,379
151-193-8132-01 Unemployment Compensation	16,520	(44)	16,476
151-193-8133-01 Workmen's Compensation	28,618	(77)	28,541

	Adopted	Change	Amended	Level	MIN	MID	MAX
151-193 Code Enforcement Officer II	3	-1	2	108	32,703	40,879	49,055
151-193 Code Enforcement Inspector	0	1	1	107	29,730	37,163	44,595



Monday, January 24, 2022

Item Title:

Ordinance to declare as surplus parish property located at 827 Grinage St.

Item Summary:

Introduce an ordinance declaring parish property located at 827 Grinage Street (Parcel #42160) as surplus and not needed for public purposes, calling a public hearing on February 9, 2022 at 6:30 p.m. and to address matters relative thereto.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/21/2022	Cover Memo
Ordinance - 827 Grinage Street	1/21/2022	Cover Memo
Backup - 827 Grinage Street	1/21/2022	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Introduction of an Ordinance to Declare as Surplus Parish Owned Property Located at 827 Grinage Street.

PROJECT SUMMARY (200 WORDS OR LESS)
Declaring as surplus one (1) parish owned property and to acquire authorization to dispose of said property in accordance LA R.S. 47:2196

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The selling of Parish owned property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property.

TOTAL EXPENDITURE				
Anticipated Revenue: Pending Appraisal				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	<input checked="" type="checkbox"/> 2	3	4	5	6	7	8	9

Sharon Ellis, Sr. Procurement Specialist

January 19, 2022

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO: _____

AN ORDINANCE TO DECLARE PROPERTY LOCATED AT 827 GRINAGE STREET (PARCEL #42160) OWNED BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS PROPERTY: AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that property owned by the Terrebonne Parish Consolidated Government located at 827 Grinage Street, Houma, Louisiana described below and depicted on the attached plat, which is made a part hereof is hereby declared surplus.

LOT 4 BLOCK 64 GRINAGE STREET

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Administration be hereby authorized to dispose of the said property by public bid or any legally approved method.

SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION III

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

This ordinance, having been introduced and laid on the table for two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted this _____ day of _____, 2022.

Terrebonne Parish Assessor
2022 Assessment Listing

Parcel#

42160

View on Map (<http://terrebonnemaps.azurewebsites.net/?parcelid=42160>)

Primary Owner

TERREBONNE PARISH CONSOLIDATED

Mailing Address

GOVERNMENT
P.O. BOX 2768
HOUMA LA 70361-0000

Ward

03C

Type

EXEMPTION

Legal

LOT 4 BLOCK 64 GRINAGE STREET
CB 1487/635

Physical Address

827 GRINAGE ST

Parcel Items

Property Class	Assessed Value	Market Value	Units	Homestead
LOT(S)	2,210	22,100	1.00	2,210
TOTAL	2,210	22,100	1.00	2,210

Deeds

Name(s)	Date	Amount	Book	Page
CONGREGATION OF ST. BERNADETTE ROMAN	1/1/2000	0		
DONATION-JOHN SONTHEIMER & WIFE	12/23/1991	0	1306	522
GERALD F. LAFASO	1/15/1985	0	1000	253
WILLIAM BASS ETALS (3/4)	12/10/1975	85,300	633	729
GERALD LOFASO (3/4)	3/12/1974	17,000	583	470
TERREBONNE PARISH SCHOOL BOARD	1/1/1973	22,600	561	525
R.J. YOUNGER	1/1/1931	0	97	298

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
GRINAGE STREET	64	4	37	17	17	

Misc. Information

1/20/22, 12:09 PM

Print

Description
Geo Page
Geo Parcel
Prev Acct#

Value
0
0
0

