
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Carl Harding	Chairman
Mr. John Amedee	Vice-Chairman
Mr. Dirk Guidry	Member
Mr. John Navy	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

August 22, 2022
5:35 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 either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Audit presentation by Bourgeois Bennett, LLC.
2. **RESOLUTION:** Authorizing the Parish President to sign memorandums of understanding for the evacuation of citizens during an emergency and to provide for related matters thereto.
3. **RESOLUTION:** Authorizing the filing of an application with the Louisiana Department of Transportation and Development for a grant under any of the following FTA programs managed through Louisiana Department of Transportation and Development:
 - 49 CFR 5311, Formula Grant for Rural Areas
 - 49 CFR 5339, Grants for Bus and Bus Facility Program.

4. **RESOLUTION:** Authorizing the Parish President to Execute an Act of Donation between Terrebonne Parish Consolidated Government and Bayou Cane Fire Department for a 1996 Fire Truck.
5. **RESOLUTION:** Amending Resolution No. 22-219 to reflect a change in quantity to add three additional trucks be purchased from the awarded vendor, Trapp Chevrolet.
6. Authorization of the Parish President to purchase vehicles from LA Federal Surplus.
7. **RESOLUTION:** Authorizing the awarding of Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused 3/4 Ton 4X4 Trucks to the lowest responsive and responsible bidder upon opening of the bids.
8. **RESOLUTION:** Concurring with the Parish Administration to award the Request for Proposal #22-VEGRS-33 Vegetation Roadside Maintenance Contract to provide Vegetation Roadside Maintenance for Terrebonne Parish Consolidated Government, Solid Waste/Vegetation Department to Norris & Boudreaux Contractors, LLC.
9. **RESOLUTION:** Concurring with the Parish Administration to award a quotation received from LeeRoy's Fence Inc. for the repair and installation of fencing at the Levron Street Pump Station.
10. **RESOLUTION:** Concurring with the Parish Administration to authorize the awarding a quotation received from Blouin Fence & Shutter, Inc., for the repair and installation of Gouaux Avenue Fence (D 20).
11. Introduce an ordinance to amend the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
 - I. Office of Emergency Preparedness, \$70,340
 - II. Animal Shelter, \$45,000
 - III. Health Unit Construction, \$1,000,000
 - IV. General Fund, Coroner's Office, \$30,000
 - V. Housing Preservation Grant, \$154,524and call a public hearing on said matter on Wednesday, September 14, 2022 at 6:30 p.m.
12. Adjourn

Category Number:
Item Number:



Monday, August 22, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, August 22, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, August 22, 2022

Item Title:

2021 Audit Presentation

Item Summary:

Audit presentation by Bourgeois Bennett, LLC.

ATTACHMENTS:

Description

Executive Summary

Upload Date

8/15/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Presentation of 2021 Audited Comprehensive Annual Financial Report from Bourgeois Bennett, LLC.

PROJECT SUMMARY (200 WORDS OR LESS)
Report by Bourgeois Bennett, LLC.

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

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

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

____s/Kandace M. Mauldin, CFO

Signature

____August 15, 2022

Date



Monday, August 22, 2022

Item Title:

MOUs - Evacuation

Item Summary:

RESOLUTION: Authorizing the Parish President to sign memorandums of understanding for the evacuation of citizens during an emergency and to provide for related matters thereto.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/16/2022	Executive Summary
Resolution	8/16/2022	Resolution
Backup	8/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MOUs - Evacuation

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the parish president to sign memorandums of understanding for evacuation of citizens during an emergency and to provide for related matters thereto

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

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

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

Signature

s/Earl Eues, TOSHEP

Date

8/16/2022

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN MEMORANDUMS OF UNDERSTANDING FOR EVACUATION OF CITIZENS DURING AN EMERGENCY AND TO PROVIDE FOR RELATED MATTERS THERETO

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG wishes to memorialize an arrangement with the various parish or political governments to ascertain an understanding and of the needs of an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, Terrebonne Parish Consolidated Government the various parish or political governments find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; 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 the Parish President to sign the Memorandums of Understanding pending legal approving proposed memorandum.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
ASSUMPTION PARISH POLICE JURY**

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 Parish President, Gordon E. Dove, or Michael C. Toups, his duly authorized designee (TPCG); and,

ASSUMPTION PARISH POLICE JURY (APPJ), a political subdivision of the State of Louisiana, herein represented by its duly authorized Police Jury President, Patrick Johnson, (APPJ); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG and APPJ wish to memorialize an arrangement to grant use of the Assumption Parish Community Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, Terrebonne Parish Consolidated Government and the Assumption Parish Police Jury find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. APPJ Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a tropical storm or Category 1, 2, or 3 hurricane system in the Gulf of Mexico, the Assumption Parish Police Jury grants use of the Assumption Parish Community Center and its parking lots to Terrebonne Parish Consolidated Government Office of Homeland Security and Emergency Preparedness (TOHSEP) as required to address shelter needs of up to a maximum of 1,500 Terrebonne Parish citizens during and in the aftermath of a tropical storm or hurricane disaster.

2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Assumption Parish Office of Homeland Security and Emergency Preparedness Office (985-369-7386) with a minimum 24-hour notice prior to arrival to provide an estimated time of arrival of Terrebonne Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3. Consideration and Payment

The Assumption Parish Police Jury shall not assume responsibility for nor be held liable for the expenses involved in providing the use of the Assumption Parish Community Center. Access to the Assumption Parish Community Center shall be made available by the Police Jury President of Assumption Parish, who may appoint a designee to unlock and oversee the use of the facility by TPCG. TPCG shall be informed of the Assumption Parish Community Center contact person

**Memorandum of Understanding
Emergency Public Shelter**

Assumption Parish Police Jury and Terrebonne Parish Consolidated Government

information. TPCG shall be responsible for overtime pay for such reasonable required overtime for Assumption Parish Community Center employees and for reasonable overtime or detail pay for security staff from the Assumption Parish Sheriff's Office.

TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the following Parish departments:

Administration
Housing and Community Development
Office of Emergency Preparedness
Parish Permit Office
Public Works

The APPJ shall submit detailed invoices to TPCG after the shelter is closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed and agreed to.

4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the APPJ, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the APPJ, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 APPJ, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5. Termination

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

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or APPJ as a consequence of the failure of either 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 either party by ninety (90) days written notice by TPCG or APPJ.
- C. Either entity (TPCG or APPJ) may terminate this agreement with stated cause with ninety (90) days written notice.

D. In the event of default by either entity (TPCG or APPJ), the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity

6. Cancellation Charges

The Assumption Parish Police Jury reserves the right to charge TPCG "previously, contracted cancellation" costs in the event a program previously scheduled at the Assumption Parish Community Center requires cancellation due to the use of the facility as an emergency shelter including any additional amounts that would already have been expended by the Assumption Parish Community Center as required by contract. TPCG shall not be responsible for lost revenues associated with its use of the Assumption Parish Community Center.

7. Inspection

The Assumption Parish Police Jury shall allow TPCG a pre-inspection of the building to establish its condition prior to occupancy by TPCG. TPCG shall return the Assumption Parish Community Center to the Assumption Parish Police Jury in substantially the same condition as it was received by TPCG.

8. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the Assumption Parish Police Jury as an "additional insured".

9. Terms

This agreement shall remain in effect from the date of execution until December 31, 2024 subject to written amendment upon mutual consent.

10. Deposit

TPCG agrees to pay in advance a three (3) day rental deposit that will be applied to the sum for rental of the facilities used by TPCG for purposes under this agreement, said deposit to be calculated for the space used in accordance with attached Exhibit and with the assurance that if the length of usage is less than three (3) days, TPCG will receive the appropriated refund.

11. 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.

12. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

13. Legal Construction

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.

14. Amendment

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

15. No Waiver

The failure of TPCG or APPJ 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.

16. Attachments

The following attachments are hereby made part of this Agreement

- Attachment A - Rental Rates
- Attachment B - Federal Contract Clauses

17. Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2022 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Gordon E. Dove, Parish President

ASSUMPTION PARISH POLICE JURY

BY: _____
Patrick Johnson, Police Jury President

Attachment A – Rental Rates

Tammy Duplantis

From: Eselener.McCoy@ci.monroe.la.us
Sent: Wednesday, January 13, 2010 11:48 AM
To: Tammy Duplantis
Cc: John.Ross@ci.monroe.la.us; Charles.Thomas@ci.monroe.la.us
Subject: MOU from City of Monroe - Terrebonne Parish
Attachments: Civic Center Fee sheet.docx

Per Our Conversation

Terrebonne Parish Per Day Rental Costs (Civic Rate)

Arena \$1250
Theater 750
Conference Hall 750
Convention Center 1625

Attached is the Civic Center fee sheet.

(See attached file: Civic Center Fee sheet.docx)

If you need anything else call me.

Thanks,

Eselener McCoy, C.M.A. - L.I.A.A.
Louisiana State Certified Administrative Assistant
Community Affairs Department
(318) 329-2488- PHONE
(318) 328-2288- FAX
eselener.mccoy@ci.monroe.la.us
"MONROE... ONE CITY, ONE FUTURE"

This message has been scanned for malware by Websense, www.websense.com

Attachment B – Federal Contract Clauses

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as “applicant” and OPPJ may be referred to as “contractor”

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**TPCG**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**TPCG**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to ***TPCG***, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to ***TPCG*** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
CITY OF MONROE**

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 Parish President, Gordon E. Dove, or Michael C. Toups, his duly authorized Designee, (TPCG) and,

CITY OF MONROE (COM), a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, Friday Ellis, (COM); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG and COM wish to memorialize an arrangement to grant use of the City of Monroe's Civic Center as an emergency shelter in the event of a the mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, Terrebonne Parish Consolidated Government and the City of Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. COM Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the City of Monroe grants use of the City of Monroe's Civic Center, Theater, Arena, Convention Center and Animal Stockyards and its parking lots to Terrebonne Parish Consolidated Government Office of Homeland Security and Emergency Preparedness (GOHSEP) as required to address shelter needs of up to a maximum of **5,000** Terrebonne Parish citizens during and in the aftermath of a hurricane disaster.

Further, the City of Monroe grants TPCG the use of the Animal Stockyard adjacent to the Civic Center to house up to a maximum of 100 evacuated domestic household pets from Terrebonne Parish pursuant to the same reservation of rights regarding cost reimbursement set out herein with respect to the Civic Center. Animal care shall be provided by "PAWS" (Progressive Animal Welfare Society) "LSART" (Louisiana State Animal Response Team) and/or TPCG provided personnel.

2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the City of Monroe with a minimum 48-hour notice prior to arrival through the Office of Community Affairs (Office: (318) 329-2290; Fax: (318) 329-2288; or the Monroe Civic Center (Office: (318) 329-2346; Fax: 318-329-2548) to provide an estimated time of arrival of Terrebonne Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3. Consideration and Payment

The City of Monroe shall not assume responsibility for nor be held liable for the expenses involved in providing the use of the Monroe Civic Center. Access to the Monroe Civic Center shall be made available by the Mayor of the City of Monroe who may appoint a designee to unlock and oversee the use of the facility by TPCG. TPCG shall be informed of the Civic Center contact person

information. TPCG shall be responsible for overtime pay for such reasonable required overtime for City of Monroe Civic Center employees and for reasonable overtime for security staff from the City of Monroe Police Department both as determined by the Director of the Monroe Civic Center.

TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the following municipal departments:

- Administration
- Community Affairs
- Fire Department
- Public Works
- Police Department

The COM shall submit detailed invoices to TPCG after the shelter has been closed. The invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoice, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed and agreed to.

4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the COM, including all Municipal Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the COM, all Municipal Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 COM, all Municipal Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5. Termination

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

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or COM as a consequence of the failure of either 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 either party by ninety (90) days written notice by TPCG or COM.
- C. Either entity (TPCG or COM) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or OPPJ), the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity

6. Cancellation Charges

The City of Monroe reserves the right to charge TPCG “previously, contracted cancellation” costs in the event a program previously scheduled at the Monroe Civic Center requires cancellation due to the use of the facility as an emergency shelter including any additional amounts that would already have been expended by the Monroe Civic Center as required by contract. TPCG shall not be responsible for lost revenues associated with its use of the Monroe Civic Center.

7. Inspection

The City of Monroe shall allow TPCG a pre-inspection of the building to establish its condition prior to occupancy by TPCG. TPCG shall return the Monroe Civic Center to the City of Monroe in substantially the same condition as it was received by TPCG.

8. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the City of Monroe as an "additional insured".

9. Terms

This agreement shall remain in effect from the date of execution until **December 31, 2024** subject to written amendment upon mutual consent.

10. Deposit

TPCG agrees to pay in advance a three (3) day rental deposit that will be applied to the sum for rental of the facilities used by TPCG for purposes under this agreement, said deposit to be calculated for the space used in accordance with attached Exhibit and with the assurance that if the length of usage is less than three (3) days, TPCG will receive the appropriated refund.

11. 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.

12.Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

13.Legal Construction

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, stich 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 bad never been contained in this Agreement.

14.Amendment

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

15.No Waiver

The failure of TPCG or COM 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.

16.Attachments

The following attachments are hereby made part of this Agreement

- Attachment A - Rental Rates
- Attachment B - Federal Contract Clauses

17.Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2022 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
Gordon E. Dove, Parish President

CITY OF MONROE

BY: _____
Friday Ellis, Mayor

Exhibit A - Rental Rates

Tammy Duplantis

From: Eselener.McCoy@ci.Monroe.La.US
Sent: Wednesday, January 13, 2010 11:48 AM
To: Tammy Duplantis
Cc: John.Ross@ci.Monroe.La.US; Charles.Thomas@ci.monroe.la.us
Subject: MOU from City of Monroe - Terrebonne Parish
Attachments: Civic Center Fee sheet.docx

Per Our Conversation

Terrebonne Parish Per Day Rental Costs (Civic Rate)

Arena \$1250
Theater 750
Conference Hall 750
Convention Center 1625

Attached is the Civic Center fee sheet.

(See attached file: Civic Center Fee sheet.docx)

If you need anything else call me.

Thanks,

Eselener McCoy, C.M.A. - L.I.A.A.
Louisiana State Certified Administrative Assistant
Community Affairs Department
(318) 329-2488- PHONE
(318) 328-2288- FAX
eselener.mccoy@ci.monroe.la.us
"MONROE... ONE CITY, ONE FUTURE"

This message has been scanned for malware by Websense, www.websense.com

Attachment B – Federal Contract Clauses

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as “applicant” and OPPJ may be referred to as “contractor”

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**TPCG**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**TPCG**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to ***TPCG***, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to ***TPCG*** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
NICHOLLS STATE UNIVERSITY**

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 Parish President, Gordon E. Dove, or Michael C. Toups, his duly authorized designee (TPCG); and,

NICHOLLS STATE UNIVERSITY, a State of Louisiana postsecondary institution, herein represented by its duly authorized President of the University, Dr. Jay Clune, (NSU); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG and NSU wish to memorialize an arrangement to grant use of the Stopher Gym as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, Terrebonne Parish Consolidated Government and Nicholls State University find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. NSU Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a tropical storm or Category 1, 2, or 3 hurricane system in the Gulf of Mexico, NSU grants use of the Stopher Gym and its parking lots to Terrebonne Parish Consolidated Government Office of Homeland Security and Emergency Preparedness (TOHSEP) as required to address shelter needs of up to a maximum of 1,500 Terrebonne Parish citizens during and in the aftermath of a tropical storm or hurricane disaster.

2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact Nicholls State University (Brian Clausen, 985-448-4783) with a minimum 24-hour notice prior to arrival to provide an estimated time of arrival of Terrebonne Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3. Consideration and Payment

Nicholls State University shall not assume responsibility for nor be held liable for the expenses involved in providing the use of Stopher Gym. Access to the Stopher Gym shall be made available by the President of NSU, who may appoint a designee to unlock and oversee the use of the facility by TPCG. TPCG shall be informed of the Stopher Gym contact person information.

**Memorandum of Understanding
Emergency Public Shelter**

Nicholls State University and Terrebonne Parish Consolidated Government

TPCG shall pay for all reasonable expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from NSU.

TPCG shall provide security to the facility from either the Thibodaux Police Department or the Lafourche Parish Sheriff's Office or other duly qualified law enforcement agency within the State of Louisiana or as may be defined by the Louisiana Homeland Security and Emergency Assistance Disaster Act (Louisiana Disaster Act).

The NSU shall submit detailed invoices to TPCG after the shelter is closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed and agreed to.

4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the NSU, including all university departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the NSU, all university departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 NSU, all university departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5. Termination

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

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or NSU as a consequence of the failure of either 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 either party by ninety (90) days written notice by TPCG or NSU.
- C. Either entity (TPCG or NSU) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or NSU), the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

6. Cancellation Charges

The NSU reserves the right to charge TPCG “previously, contracted cancellation” costs in the event a program previously scheduled at the Stopher Gym requires cancellation due to the use of the facility as an emergency shelter including any additional amounts that would already have been expended by NSU as required by contract. TPCG shall not be responsible for lost revenues associated with its use of the Stopher Gym.

7. Inspection

Nicholls State University shall allow TPCG a pre-inspection of the building to establish its condition prior to occupancy by TPCG. TPCG shall return the Stopher Gym to Nicholls State University in substantially the same condition as it was received by TPCG.

8. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming Nicholls State University as an "additional insured".

9. Terms

This agreement shall remain in effect from the date of execution until **December 31, 2024** subject to written amendment upon mutual consent.

10. Deposit

TPCG agrees to pay in advance a three (3) day rental deposit that will be applied to the sum for rental of the facilities used by TPCG for purposes under this agreement, said deposit to be calculated for the space used in accordance with attached Exhibit and with the assurance that if the length of usage is less than three (3) days, TPCG will receive the appropriated refund.

11. 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.

12. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Seventeenth Judicial District Court, Lafourche Parish, Louisiana.

13. Legal Construction

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.

14. Amendment

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

15. No Waiver

The failure of TPCG or NSU 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.

16. Attachments

The following attachments are hereby made part of this Agreement

- Attachment A - Rental Rates
- Attachment B - Federal Contract Clauses

17. Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2022 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
Gordon E. Dove, Parish President

NICHOLLS STATE UNIVERSITY

BY: _____
Dr. Jay Clune, President

Attachment A – Rental Rates

Attachment B – Federal Contract Clauses

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as “applicant” and NSU may be referred to as “contractor”

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**TPCG**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**TPCG**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to ***TPCG***, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to ***TPCG*** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OUCHITA PARISH POLICE JURY**

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 Parish President Gordon E. Dove, or Michael C. Toups, his duly authorized Designee (TPCG); and,

OUCHITA PARISH POLICE JURY, a political subdivision of the State of Louisiana, herein represented by its duly authorized Police Jury President, Shane Smiley, (OPPJ); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG has an MOU with the City of Monroe's Civic Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, TPCG may need assistance from OPPJ to facilitate sheltering at the City of Monroe's Civic Center, and

WHEREAS, Terrebonne Parish Consolidated Government and the Ouachita Parish Police Jury find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. OPPJ Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the Ouachita Parish Police Jury may provide personnel, equipment and other services necessary to facilitate sheltering of Terrebonne Parish residents.

2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Ouachita Parish Office of Homeland Security and Emergency Preparedness to provide an estimated time of arrival of Terrebonne Parish evacuees to the City of Monroe Civic Center complex.

3. Consideration and Payment

The Parish of Ouachita shall not assume responsibility for nor be held liable for the expenses involved in providing personnel, equipment and any other services utilized to facilitate the sheltering of Terrebonne Parish residents. TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the following parish departments:

Animal Control
Fire Department
Green Oak Juvenile Detention
Homeland Security & Emergency Preparedness
Public Works

The OPPJ shall submit detailed invoices to TPCG after the shelter has been closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed, and agreed to.

4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the OPPJ, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OPPJ, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 OPPJ, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5. Termination

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

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or OPPJ as a consequence of the failure of either 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 either party by ninety (90) days written notice by TPCG or OPPJ.
- C. Either entity (TPCG or OPPJ) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or OPPJ), the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity

6. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the Ouachita Parish Police Jury as an "additional insured".

7. Terms

This agreement shall remain in effect from the date of execution until **December 31, 2024** subject to written amendment upon mutual consent.

8. 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.

9. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

10. Legal Construction

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.

11. Amendment

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

12. No Waiver

The failure of TPCG or OPPJ 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.

13. Attachments

The following attachments are hereby made part of this Agreement

- Attachment A – Federal Contract Clauses

14. Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2022 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
Gordon E. Dove, Parish President

OUACHITA PARISH POLICE JURY

BY: _____
Shane Smiley, President

ATTACHMENT A: FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as “applicant” and OPPJ may be referred to as “contractor”

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**TPCG**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**TPCG**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

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The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OUACHITA PARISH SHERIFF'S OFFICE**

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 Parish President, Gordon E. Dove, or Michael C. Toups, his duly authorized designee (TPCG); and,

OUACHITA PARISH SHERIFF'S OFFICE, a political subdivision of the State of Louisiana, herein represented by its duly authorized Ouachita Parish Sheriff Jay Russell, (OPSO); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG has an MOU with the City of Monroe's Civic Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, TPCG may need assistance from OPSO to facilitate sheltering at the City of Monroe's Civic Center, and,

WHEREAS, Terrebonne Parish Consolidated Government and the Ouachita Parish Sheriff's Office find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. OPSO Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the Ouachita Parish Sheriff's Office may provide personnel, equipment and other services necessary to facilitate sheltering of Terrebonne Parish residents.

2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Ouachita Parish Office of Homeland Security and Emergency Preparedness to provide an estimated time of arrival of Terrebonne Parish evacuees to the City of Monroe Civic Center complex.

3. Consideration and Payment

The Ouachita Parish Sheriff's Office shall not assume responsibility for nor be held liable for the expenses involved in providing personnel, equipment and any other services utilized to facilitate the sheltering of Terrebonne Parish residents. TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the Ouachita Parish Sheriff's Office.

The OPSO shall submit detailed invoices to TPCG after the shelter has been closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed, and agreed to.

4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the OPSO, including all its Departments, its elected and appointed officials,

Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OPSO, all its Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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 OPSO, all its Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5. Termination

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

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or OPSO as a consequence of the failure of either 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 either party by ninety (90) days written notice by TPCG or OPSO.
- C. Either entity (TPCG or OPSO) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or OPSO), the other part shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

6. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the Ouachita Parish Sheriff's Office as an "additional insured".

7. Terms

This agreement shall remain in effect from the date of execution until **December 31, 2024** subject to written amendment upon mutual consent.

8. 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.

9. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

10. Legal Construction

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.

11. Amendment

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

12. No Waiver

The failure of TPCG or OPSO 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.

13. Attachments

The following attachments are hereby made part of this Agreement

- Attachment A – Federal Contract Clauses

14. Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2022 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
Gordon E. Dove, Parish President

OUACHITA PARISH SHERIFF'S OFFICE

BY: _____
Jay Russell, Sheriff

ATTACHMENT A: FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as “applicant” and OPPJ may be referred to as “contractor”

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to (**TPCG**) and understands and agrees that (**TPCG**) will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**TPCG**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**TPCG**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to **TPCG**, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to **TPCG** or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.



Monday, August 22, 2022

Item Title:

SPA Rural Transit

Item Summary:

RESOLUTION: Authorizing the filing of an application with the Louisiana Department of Transportation and Development for a grant under any of the following FTA programs managed through Louisiana Department of Transportation and Development:

- 49 CFR 5311, Formula Grant for Rural Areas
- 49 CFR 5339, Grants for Bus and Bus Facility Program.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/16/2022	Executive Summary
Resolution	8/16/2022	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
SPA Rural Transit

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the filing of an application with the Louisiana Department of Transportation of Development for a grant under any of the following FTA programs managed through Louisiana Department of Transportation and Development: • 49 CFR 5311, Formula Grant for Rural Areas • 49 CFR 5339, Grants for Bus and Bus Facility Program

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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:

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

<u>s/Kandace M. Mauldin, CFO</u>	<u>8/16/2022</u>
Signature	Date

Resolution No. _____

Resolution authorizing the filing of an application with the Louisiana Department of Transportation and Development for a grant under any of the following FTA programs managed through Louisiana Department of Transportation and Development.

- 49 CFR 5311, Formula Grant for Rural Areas
- 49 CFR 5339, Grants for Bus and Bus Facility Program

WHEREAS, the Secretary of Transportation and Development is authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provisions by it of the local share of project costs;

WHEREAS, it is required by the Louisiana Department of Transportation and Development in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment, or consultant and other services:

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee):

1. That the Terrebonne Council on Aging, Inc. is authorized to execute and file an application on behalf of Terrebonne Consolidated Government with the Louisiana Department of Transportation and Development, to aid in the financing of operating and/or capital assistance projects pursuant to FTA transit programs.
2. That the Terrebonne Council on Aging, Inc. is authorized to execute and file with such applications an assurance or any other document required by the Louisiana Department of Transportation and Development effectuating the purposes of Title VI of the Civil Rights Act of 1964, as amended.
3. That the Terrebonne Council on Aging, Inc. is authorized to furnish such additional information as the Louisiana Department of Transportation and Development may require in connection with the application or financial reimbursement of the project.

4. That the Terrebonne Council on Aging, Inc. is authorized to set and execute affirmative minority business policies in connection with the project's procurement needs.

5. That the Terrebonne Council on Aging, Inc. is authorized to execute grant contract agreements on behalf of Terrebonne Parish Consolidated Government with the Louisiana Department of Transportation and Development for aid in the financing of the operating or capital assistance projects.

6. This resolution is applicable for a period of one year unless revoked by the governing body and copy of such revocation shall be furnished to the DOTD.

CERTIFICATE

The undersigned duly qualified and acting _____(Title of Officer) _____ of the
(Applicant Organization)_____ certifies that
the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the
(Applicant)_____ held on _____, 20____.

If applicant has an official seal, impress here.

(Signature of Recording Officer)

(Title of Recording Officer)

(Date)

Category Number:
Item Number: 4.



Monday, August 22, 2022

Item Title:

Bayou Cane Fire Department donating a 1996 Pierce Fire Truck to TPCG

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute an Act of Donation between Terrebonne Parish Consolidated Government and Bayou Cane Fire Department for a 1996 Fire Truck.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/17/2022	Executive Summary
Resolution	8/17/2022	Resolution
Act of Donation	8/17/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: Authorizing the Parish President to Execute an Act of Donation between TPCG and Bayou Cane Fire Department for a 1996 Fire Truck

PROJECT SUMMARY (200 WORDS OR LESS)

Bayou Cane Fire Department is Donating a 1996 Pierce Fire Truck to TPCG

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The Act of Donation will be beneficial for the health, safety, and welfare of the citizens of Terrebonne Parish

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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Mike Toups, Parish Manager

Date

8/17/22

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN ACT OF DONATION BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAYOU CANE FIRE DEPARTMENT FOR A 1996 FIRE TRUCK

WHEREAS, the Terrebonne Parish Consolidated Government “(TPCG)” and Bayou Cane Fire Department (“BCFD”) wish to enter into the attached Act of Donation in order for BCFD to donate a 1996 Pierce Fire Truck, VIN 4P1CT02SXTA0000418; and

WHEREAS, This Act of Donation would be beneficial for the health, safety, and welfare of the citizens of Terrebonne Parish.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute an Act of Donation between TPCG and the BCFD.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the ____ day of _____, 2021.

* * * * *

I, Tammy Triggs, Council 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 the ____ day of _____, 2022 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the ____ day of _____, 2022 at which meeting a quorum was present.

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

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN THAT ON THIS ____ day of _____, in the year of our Lord 2022;

BEFORE US, duly commissioned Notaries qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

BAYOU CANE FIRE DEPARTMENT, a political subdivision of the State of Louisiana, herein represented by its duly authorized agent, Fire Chief Kenneth Himel, Jr., acting herein by virtue of the Resolution attached hereto and made a part hereof;

(hereinafter sometimes referred to as "Donor");

who declared unto me, Notary, in the presence of the undersigned competent witnesses, that it has granted, given and donated and does by these presents, grants, gives, alienates, confirms and donates, with full substitution and subrogation to all of its rights and actions in warranty against all proceeding owners, to and unto:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, Gordon E. Dove, whose mailing address for all purposes herein is P.O. Box 2768, Houma, LA 70361, by virtue of the Resolution attached hereto and made a part hereof;

(hereinafter sometimes referred to as "Donee");

The following surplus property, to wit:

1996 Pier Fire Truck (Yellow), VIN 4P1CT02SXTA0000418

TO HAVE AND TO HOLD the above property unto the said donee forever.

The donation made herein is made in consideration of the benefit to the public as a whole to have a fire truck available for residents and visitors of the Parish of Terrebonne to have access to as an educational apparatus for children and adults to benefit from;

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

WITNESSES:

Printed Name_____

BAYOU CANE FIRE DEPARTMENT
By: _____
Chief Kenneth Himel, Jr.

Printed Name_____

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2022.

DANNA E. SCHWAB, (#20367)
NOTARY PUBLIC

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

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

Printed name:

BY: _____
GORDON E. DOVE
PARISH PRESIDENT

Printed name:

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2022.

NOTARY PUBLIC

Category Number:
Item Number: 5.



Monday, August 22, 2022

Item Title:

Resolution to amend resolution 22-219 to reflect changes in quantity

Item Summary:

RESOLUTION: Amending Resolution No. 22-219 to reflect a change in quantity to add three additional trucks be purchased from the awarded vendor, Trapp Chevrolet.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/18/2022	Executive Summary
Resolution	8/18/2022	Resolution
Support Material	8/18/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Request to amend resolution 22-219

PROJECT SUMMARY (200 WORDS OR LESS)

To amend resolution 22-219 to reflect the change in the award quantity awarded

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The additional trucks are needed to add the HPD fleet to allow the cycling of other units to road patrol

TOTAL EXPENDITURE

\$111,775.57

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$258, 97.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Sharon Ellis/GMB

8/17/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 22-

A Resolution to amend resolution 22-219 to reflect a change in the quantity of trucks to be purchased

WHEREAS, on July 25, 2022, the Budget and Finance Committee adopted Resolution 22-219 for Bid 22-HPD-35 Purchase of Two (2) New/Unused ½ Ton Trucks for the Houma Police Department (HPD), and

WHEREAS, after opening of the bids, the lowest qualified bidder, Trapp Chevrolet, informed Captain Bobbie O' Bryan with HPD that three additional vehicles had become available, and

WHEREAS, the Purchasing Division on behalf of the Houma Police Department is requesting to amend Resolution 22-219 to reflect a change in award for the purchase of three additional trucks at the same unit prices as stated in the bid as per attached documents, and

WHEREAS, as stated in the bid document; the quantities referenced in the bid are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price(s) stated in the bid.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the request of the Purchasing Division be granted for the amendment of resolution 22-219, as per attached documents

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

OFFERED BY: MR. J. AMEDÉE
SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 22-219

A resolution authorizing the Parish President to award Bid 22-HPD-35 Purchase of Two (2) New/Unused ½ Ton Trucks

WHEREAS, the Terrebonne Parish Consolidated Government (TPCG) will be receiving bids on August 4, 2022, for the Purchase of two (2) ½ ton trucks for the Houma Police Department (HPD), and

WHEREAS, the Purchasing Division on behalf of HPD requests permission to award to the bidder that submits the lowest responsive and responsible bid upon opening of the bids, and

WHEREAS, the Parish President recommends granting authorization to the Purchasing Division on behalf of HPD to award the aforementioned bid to the bidder that submits the lowest responsive and responsible bid.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Budget Finance Committee), on behalf of the Terrebonne Parish Consolidated Government grants authorization to the Parish President to award Bid 22-HPD-35 Purchase of Two (2) New/Unused ½ Ton Trucks to the lowest responsive, responsible bidder.

THERE WAS RECORDED:

YEAS: D. J. Guidry, J. Navy, C. Harding, J. Amedée, D. W. Guidry, Sr., and D. Babin.

NAYS: None.

NOT VOTING: None.

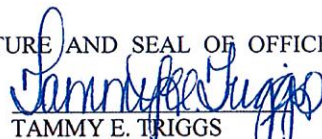
ABSTAINING: None.

ABSENT: S. Trosclair, G. Michel, and J. Domangue.

The Chairman declared the resolution adopted on this the 25th day of July 2022.

I, TAMMY E. TRIGGS, Interim Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on July 27, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 28TH DAY OF JULY 2022.



TAMMY E. TRIGGS
INTERIM COUNCIL CLERK
TERREBONNE PARISH COUNCIL



HOUMA: 985-876-6570
N.O.: 504-522-7168
www.trappauto.com

200 SOUTH HOLLYWOOD ROAD
HOUMA, LA 70360

THIB: 985-446-1300
FAX LINE: 985-879-2811
TOLL FREE: 1-888-757-2339

To Gina Bergeron,

I have ^{three}~~two~~ more Trucks available for purchase at the same unit price stated in the
Bid 22-HPD-35.

Thank You,

A handwritten signature in black ink, appearing to read "Heinke Trapp".

Heinke Trapp

Dealer

August 8, 2022

OFFICIAL BID FORM
SECTION "A"

TO: TPCG
Houma Police Department
Post Office Box 2768
Houma, LA 70361

FROM: TRAPP CADILLAC CHEVROLET INC.
200 SOUTH HOLLYWOOD RD
HOUMA, LA. 70360
PHONE: 985-876-6570
EMAIL: SHORNSBY@TRAPPAUTO.NET

Bid 22-HPD-35 Purchase of Two (2) New/Unused ½ Ton Trucks
Delivery shall be within 65 calendar days after receipt of order (ARO)

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 vehicles specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated July 2022. **The TPCG will not accept partial bids, bidder must bid on both items.**

Item No.	Quantity	Item Description	Year/Make/Model	Unit Price
1	1	Purchase of New/Unused ½ Ton Truck	2022 CHEVROLET SILVERADO	\$ <u>37,124.25</u>
2	1	Purchase of New/Unused ½ Ton Truck	2022 CHEVROLET SILVERADO	\$ <u>37,527.25</u>
Extended Price Written Numerically \$ <u>74,651.50</u>				
Extended Price Written in Words <u>SEVENTY FOUR THOUSAND SIX HUNDRED AND FIFTY ONE DOLLARS AND FIFTY CENTS</u>				

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following Addenda: *(Enter the number assigned to each of the addenda that the Bidder is acknowledging)*

NAME OF BIDDER: TRAPP CADILLAC CHEVROLET INC.

ADDRESS OF BIDDER: 200 SOUTH HOLLYWOOD RD
HOUMA, LA. 70360

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): HEINKE TRAPP

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: DEALER

DATE: 8/3/2022

* 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)**

Category Number:
Item Number: 6.



Monday, August 22, 2022

Item Title:

Vehicle Purchase from LA Federal Surplus

Item Summary:

Authorization of the Parish President to purchase vehicles from LA Federal Surplus.

ATTACHMENTS:

Description	Upload Date	Type
Signed Executive Summary.pdf	8/18/2022	Cover Memo
Resolution for Vehicle Purchase.docx	8/18/2022	Cover Memo
La Federal Surplus invoice.pdf	8/18/2022	Cover Memo

Resolution

Whereas, prices were obtained through LA Federal Property of Baton Rouge Louisiana by the Terrebonne Parish Consolidated Government for the purpose of purchasing one (1) One 2014 Ford expedition 4x4 vehicle for the Houma Police Department under, and

Whereas, after careful review by DanaColeman, Police Chief and Captain Bobbie O'Bryan it has been determined that the total price of Seventeen Thousand Two Hundred and Fifty Dollars and zero cents from LA Federal Property, and

Whereas, the Parish Finance Department has verified that the funds are budgeted and available in the 2022 Account Number 204-211-8914-01 for the purchase of the aforementioned vehicles, and

Whereas, the Parish Administration has recommended the acceptance of the price for the aforementioned vehicle purchases at a total cost of Seventeen Thousand Two Hundred and Fifty Dollars and zero cents (\$17,250).

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 the Parish Administration be approved and that the purchase of the vehicle be accepted as per the attached forms.

Vehicle Invoice

Page 1 of 1

THIS IS A BILL

NO. 50488

Division of Administration
Louisiana Federal Property Assistance Agency
1635 Foss Drive
Baton Rouge, LA 70802
Telephone: (225) 342-7860 Fax: (225) 342-7863
LA, Used Dealer Lic# UD239338
Dealer Code: QPE

Friday, July 8, 2022		VENDOR NO. 15793	
AR/AS BOBBIE O'BRYAN		Acct. Rec. _____	
Donee P.O. No. _____		Document/Invoice # 50488	
Donee Activity: TERREBONNE PARISH CONSOLIDATED GOVERNMENT		Parish _____	
P.O. BOX 2768		Purchase Order # _____	
HOUMA, LOUISIANA 70361		State <input type="checkbox"/> Federal <input type="checkbox"/> Local <input checked="" type="checkbox"/>	

PURPOSE FOR WHICH PROPERTY IS BEING ACQUIRED

VP# 991543

Qty	State ID	Application or Asset Num	Description of Property Nomenclature, VIN, Mileage, Color	Location	Unit	Misc.	Total
1	220706067829-001	82220 / 220706067829	2014 FORD EXPEDITION 4X4 VEHICLE	UNKNOWN	\$17,250.00	\$0.00	\$17,250.00
			VIN: 1FMJUGS1EEF39247				
			Mileage: 78,071.00				
			Color: WHITE				

18955
2262133
Acct# 204-214 8914-01

PURCHASING
JUL 13 2022

Total Sale Price \$17,250.00
(Pay this Amount)

Order Filled By TOD HOWARD	Picked Up By	Shipped By	Date
-------------------------------	--------------	------------	------

Seller warrants that there are no mortgages, liens or encumbrances of any kind against the movable property sold or any accessories attached thereon. This movable is sold "as is."

Signature & Title of Authorized Representative _____ Date 7-8-22

Print Date: 7/8/22 See Reverse for Terms

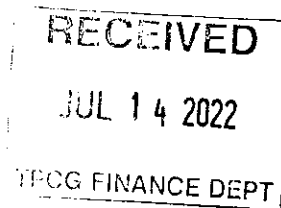
se

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PURCHASE REQUISITION

VENDOR: 18955 DEPARTMENT.: 211 - POLICE 22 REQUISITION NUMBER: 2262133
LA FEDERAL PROPERTY
1635 FOSS DR. DELIVERY TO: REQUISITION DATE.. 7/13/2022
BATON ROUGE, LA 70802
SHIP VIA...: PAGE NUMBER.....: 1 OF 1

ACCOUNT NUMBER	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	SALES TAX	EXTENDED
204-211-8914-01	2014 FORD EXPIDITION 4X4 VEHICLE VIN: 1FMJU1G51EEF39247 MILEAGE: 78,071 COLOR : WHITE - INVOICE # 50488	EAC	1.00	17,250.0000	.00	17,250.00

SUB TOTAL----->	.00	17,250.00
PARISH SALES TAX----->		.00
STATE SALES TAX----->		.00
TOTAL----->		17,250.00



*** ADMINISTRATION APPROVAL REQUIRED ***

***** REQUISITION AMOUNT EXCEEDS EMPLOYEE AUTHORIZATION LIMIT - DIVISION/DEPARTMENT APPROVAL REQUIRED *****

NEED FOR ITEMS...: INVOICE # 50488
PURCHASE OF VEHICLE TO REPLACE TOTALED VEH.

** DEPARTMENT APPROVAL DATE

BIDS RECEIVED...:

** DIVISION APPROVAL DATE

SUBMITTED BY....: VALERIE J. BROWN

BUDGETARY APPROVAL DATE

REQUISITIONED BY: VALERIE BROWN

ORDERED BY.....: BOBBIE OBRYAN

FREIGHT... NO

** ADMINISTRATION APPROVAL DATE

Category Number:
Item Number: 7.



Monday, August 22, 2022

Item Title:

RESOLUTION Authorizing Award of Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused 3/4 Ton 4X4 Trucks

Item Summary:

RESOLUTION: Authorizing the awarding of Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused 3/4 Ton 4X4 Trucks to the lowest responsive and responsible bidder upon opening of the bids.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/18/2022	Executive Summary
Resolution	8/18/2022	Resolution
Support Material	8/18/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused ¾ Ton 4x4 Trucks

PROJECT SUMMARY (200 WORDS OR LESS)

Authorization to award to the bidder that submits the lowest responsive and responsible bid.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The new units will be used in the daily operations of the Electric Distribution Division and Forced Drainage Division

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:

Electric Dist. \$50,000.00 & Forced
Drainage \$50,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

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Sharon Ellis/GMB

Signature

8/18/2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO._____

A resolution authorizing the Parish President to award Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused ¾ Ton 4x4 Trucks

WHEREAS, the Terrebonne Parish Consolidated Government (TPCG) will be receiving bids on September 6, 2022, that will exceed Thirty Thousand Dollars (\$30,000.00) for the Purchase of two (2) ¾-ton 4x4 trucks for the Electric Distribution Division of the Utilities Department and the Forced Drainage Division of the Public Work Department, and

WHEREAS, the Purchasing Division on behalf of Utilities and Public Works Department requests permission to award to the bidder that submits the lowest responsive and responsible bid upon opening of the bids, and

WHEREAS, the Parish President recommends granting authorization to the Purchasing Division on behalf of the aforementioned departments to award Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused ¾ Ton 4x4 Trucks to the bidder that submits the lowest responsive and responsible bid.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Budget Finance Committee), on behalf of the Terrebonne Parish Consolidated Government grants authorization to the Parish President to award the bid for the trucks to the lowest responsive, responsible bidder.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2022.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



INVITATION TO BIDDERS

Sealed bids will be received on **September 6, 2022**, by the Terrebonne Parish Consolidated Government Purchasing Division, at the City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana until 2:00 P.M. as shown on the Purchasing Division Conference Room Clock at which time sealed bids shall be publicly opened and read aloud in the Purchasing Division Conference Room.

Bid documents are posted on <http://www.centrauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Bobby Callender with Central Auction House at (225) 810-4814.

Each bid shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by United States Postal Service registered or certified mail with a return receipt requested or shall be submitted electronically through Central Auction House (CAH). Bids shall not be accepted or taken, including receiving any hand delivered bids, on days, which are recognized as holidays by the United States Postal Service.

**The mailing address for bid submittal: City of Houma Service Complex
301 Plant Road
Houma, Louisiana 70363**

No bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bid 22-ELECDRA-42 Purchase of Two (2) New/Unused ¾ Ton 4X4 Trucks

Bidding Documents for this solicitation are on file in the office of the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division at 301 Plant Road Houma, Louisiana 70360 and posted on the TPCG Website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. Please contact Gina Bergeron, Procurement Specialist III at 985-580-7272 or at gbergeron@tpcg.org for any clarifications about the bid documents, or questions concerning the specification.

A Louisiana's State Dealer's License is required in accordance with Louisiana RS 32:1254 et seq. Bidder must provide a copy of his/her Louisiana Dealer's License with this bid.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

/s/Gordon E. Dove
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Request for Bids

Project Or Bid Number Pending

Please complete and forward to authorized supervisors below for approvals with specifications attached.

Department Public Works

Account Charged To 252-351-8914-01

Requested By David Rome

Date Prepared 08/17/2022

Complete Description Purchase of One New/Unused 3/4 Ton 4X4 Truck

Estimated Bid Price \$50000

Please Check One: Will accept partial bids.
Will accept total bids only.

Kayla Dupre, Comptroller

Date

Kandace Mauldin, Chief Financial Officer

Date

Michael C. Toups, Parish Manager

Date

Gordon E. Dove, Parish President

Date

Dana Ortego, Risk Manager

Date

Sharon Ellis, Purchasing Manager

Date

Amount Budgeted for Account \$140,000.00

Request for Bids

Project Or Bid Number Pending

Please complete and forward to authorized supervisors below for approvals with specifications attached.

Department Utilities

Account Charged To 303-803-8914-01

Requested By Ernest Brown

Date Prepared 08/16/2022

Complete Description Purchase of One New/Unused 3/4 Ton 4x4 Truck

Estimated Bid Price \$43500

Please Check One: Will accept partial bids.
Will accept total bids only.

Amount Budgeted for Account



Monday, August 22, 2022

Item Title:

Resolution to award the RFP 22-VEGRS-33 Vegetation Roadside Maintenance to provide Vegetation Roadside Maintenance for TPCG, Solid Waste/Vegetation Department.

Item Summary:

RESOLUTION: Concurring with the Parish Administration to award the Request for Proposal #22-VEGRS-33 Vegetation Roadside Maintenance Contract to provide Vegetation Roadside Maintenance for Terrebonne Parish Consolidated Government, Solid Waste/Vegetation Department to Norris & Boudreaux Contractors, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	8/16/2022	Executive Summary
Resolution	8/16/2022	Resolution
backup	8/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
RESOLUTION: to award the Request for Proposal #22-VEGRS-33 Vegetation Roadside Maintenance Contract to provide Vegetation Roadside Maintenance for Terrebonne Parish Consolidated Government, Solid Waste/Vegetation Department.

PROJECT SUMMARY (200 WORDS OR LESS)
To perform all work, provide services, labor, equipment, and material identified in the RFP # 22-VEGRS-33.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
CONTRACTOR shall furnish all labor, material, equipment, spray trucks, supervision, insurance and proper license to apply chemicals for control of all grasses, broadleaf weeds and vines, except Bermuda grass, by means of spraying and mowing as required by the Terrebonne Parish Solid Waste/Vegetation Department. Contractor shall pick-up litter and/or report items too large to be handled to the Solid Waste/Vegetation Department

TOTAL EXPENDITURE				
\$130.00 per acre (Roadside Spraying)				
\$150.00 per acre (Roadside Cuts)				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$

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

Sharon Ellis, Purchasing Manager
Signature

8/10/2022
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

RESOLUTION to award the Request for Proposal (RFP) # 22-VEGRS-33 Vegetation Roadside Maintenance Contract to provide Vegetation Roadside Maintenance for the Terrebonne Parish Consolidated Government, Solid Waste/Vegetation Department.

WHEREAS, on August 5, 2022, proposals were received by the Terrebonne Parish Consolidated Government, for RFP # 22-VEGRS-33 Vegetation Roadside Maintenance Contract for Vegetation Maintenance, and

WHEREAS, after careful review by the Solid Waste/Vegetation Director and the Purchasing Division it has been determined that the proposal from Norris & Boudreaux Contractors, LLC should be accepted as per the attached documents, and

WHEREAS, quantities stated are given as a general guide for bidding, Terrebonne Parish Consolidated Government reserves the right to increase or decrease quantities as needed at the same unit prices, and

WHEREAS, the contract period shall begin upon execution of the contract. The contract shall be for a two (2) year period beginning on the effective date, and ending two (2) years thereafter, or the completion of work orders given. The initial two (2) year term of this contract may be extended for an additional one (1) year term provided there is no change in the terms, conditions, specifications and pricing structure, and

WHEREAS, the Parish Administration has concurred with the recommendation of the above-mentioned for the Vegetation Roadside Maintenance Contract as per the attached proposal forms, and

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, awards the above mentioned to Norris & Boudreaux Contractors, LLC and that the Parish President and all other appropriate parties be and they are hereby, authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

OFFICIAL PROPOSAL FORM

PROPOSAL # 22-VEGRS- Vegetation Roadside Maintenance Contract

The quantities referenced below are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit prices stated in the Proposal.

Description	UOM	Est. Qty	Unit Cost	Sub-Total (Qty. X Unit Cost)	Number of Cycles	Extended Cost
Roadside (spraying)	acres	200	130	26,000	2	52,000
Roadside (cuts)	acres	200	150	30,000	6	180,000
TOTAL both columns:						232,000
Total Extended Price Written in Words:						
Two hundred thirty-two thousand and ⁰⁰ / ₁₀₀						

OFFICIAL PROPOSAL FORM (continued)

SUBMITTED BY: Thomas J. Boudreaux

PROPOSER: Norris and Boudreaux Contractors LLC

SIGNED: JTB

NAME (PRINT): Thomas J. Boudreaux

TITLE: manager/member

ADDRESS: 1606 Bull Run Road

CITY / STATE: Schriever LA 70395

TELEPHONE: (985) 855-4408

FAX: (985) 446-7303

EMAIL ADDRESS: tommy@norrisandboudreaux.com



Monday, August 22, 2022

Item Title:

Resolution authorizing awarding a quotation received from Leeroy's Fence Inc for the repair and installation of Levron Street fence.

Item Summary:

RESOLUTION: Concurring with the Parish Administration to award a quotation received from LeeRoy's Fence Inc. for the repair and installation of fencing at the Levron Street Pump Station.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	8/16/2022	Executive Summary
Resolution	8/16/2022	Resolution
backup	8/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: authorizing awarding a quotation received from Leeroy's Fence Inc., for the repair and installation of Levron Street Fence (Drainage).

PROJECT SUMMARY (200 WORDS OR LESS)

Award repairs and installation of fence located on Levron Street for the Drainage Pump Station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Vendor will repair and install fence.

\$39,500.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT
BUDGETED:

\$39,500.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

☒ 2

3

4

5

6

7

8

9

Sharon Ellis, Purchasing Manager

Signature

August 15, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AWARDING A QUOTATION
RECEIVED FROM LEEROY'S FENCE, INC., FOR THE REPAIR
AND INSTALLATION OF LEVRON STREET FENCE.**

WHEREAS, quotations were received by the Terrebonne Parish Consolidated Government, Public Works/Drainage Division for the repair and installation of Levron Street Fence from Blouin Fence & Shutter, Inc., and Leeroy's Fence Co., Inc.; and

WHEREAS, after careful review by David Rome, Public Works Director and Joey Cehan, Public Works Operations Manager it has been determined that the price of Thirty-Nine Thousand, Five Hundred Dollars and Zero Cents (\$39,500.00) from Leeroy's Fence Inc., for the repair and installation of fence located on Levron Street should be accepted as per the attached quotation; and

WHEREAS, the Parish Administration has recommended the acceptance of the price for the aforementioned at a cost of Thirty-Nine Thousand, Five Hundred Dollars and Zero Cents (\$39,500.00) as per the attached quotation, and

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 the Parish Administration be approved and that the proposed quotation for the fence repair be accepted as per the attached quotation.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

VEN.# 18402

PO.#

REQ.# 2264091

ACCT.# 8929-74

TPCG DRAINAGE

Job #

0403

LeeRoy's Fence Co., Inc.

Ken Constant

.113 Estate Dr.

Thibodaux, LA 70301

O (985)446-6384 C (985)665-1962

Date: 2/17/22

Customer Name: Terrebonne Consolidated Gov't

Address: Drainage - Levee St.

Phone: _____ Email: Barney Crochet

\$ ☒ Material and Labor Cost

\$ _____ Material Cost

INCLUDES:

750' of 6' Chain Link (9 gauge)
with 3 STRANDS of Barb Wire
Includes: 3" End Posts, 2 1/2" Line Post, 1 5/8" Top Rail
(1) 12' Cantilever Gate & Rollers
9 gauge Tension Wire
- Green STARS -
* All Sch. 40 Material (Posts & Rails)
* Property to be Staked for Fence Location

TOTAL COST \$ \$39,500

ESTIMATE BY: K. Constant

CUSTOMER APPROVAL: _____

David V. Ruff
8/11/22

Acct # 252-351-8929-74

Blouin Fence & Shutter Inc.

P. O. Box 4195
Houma, Louisiana 70361
985-873-7811

Serving You Since 1956

PROTECTING
YOUR PROPERTY FOR OVER
65 YEARS

- ★ Rolling Shutters
- ★ Storm Panels
- Bahama Shutters
- Accordion Shutters
- Colonial Shutters

Invoice

Terrebonne Parish Cons. Gov.
Drainage Dept.
Houma, La.

- Fences •
- Hurricane Shutters •
- Carports •
- Patio Covers •
- Screen Enclosures •

Date: 3/8/22

Description of Work Performed: Location Levron St. Houma

INSTALL APPROX 750' of 6' high 9 gauge galv chain link fence & gate
Use 6' high 9 gauge galv commercial wire chain link
Use 3" sch 40 terminal posts in concrete
Use 2 1/2" sch 40 line posts in concrete every approx 10' apart
Use 1 3/4" sch 40 top rail
9 gauge galv tension wire
1-12' wide CANTILEVER GATE of galv frame
INSTALL CANTILEVER Rollers System
Provide labor & material to complete
INSTALL Green slats to fence wire

TOTAL/INSTALLED
\$45,480.00

#45,480.00

Total: \$45,480.00

Deposit: _____

Balance: _____

Received By _____

BLUIN FENCE & SHUTTER INC. IS NOT RESPONSIBLE FOR PROPERTY LINES OR PERMITS AND RESERVES THE RIGHT TO REMOVE THIS INSTALLATION IF PAYMENTS ARE NOT MADE PROMPTLY. 1.5% PER MONTH ON DELINQUENT ACCOUNTS. NOT RESPONSIBLE FOR UNDERGROUND OR HIDDEN OBSTACLES. IF LOST TIME OR WORK DELAY BY PROPERTY OWNER OCCURS, CHARGES ARE \$90.00 PER HOUR. DEPOSITS OR PARTIAL PAYMENT ARE NON REFUNDABLE. WE RESERVE THE RIGHT TO USE THE CUSTOMER'S NAME AND ADDRESS AND/OR PHOTOGRAPHS OF COMPLETED JOB FOR POSSIBLE FUTURE ADVERTISING.

Disbursement: White - Office Copy; Canary - Customer Copy; Pink - Accounting Copy; Goldenrod - Office Control Copy

Category Number:
Item Number: 10.



Monday, August 22, 2022

Item Title:

Resolution awarding a quotation received from Blouin Fence & Shutter Inc for the repair and installation of Gouaux Avenue (D 20)

Item Summary:

RESOLUTION: Concurring with the Parish Administration to authorize the awarding a quotation received from Blouin Fence & Shutter, Inc., for the repair and installation of Gouaux Avenue Fence (D 20).

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	8/16/2022	Executive Summary
Resolution	8/16/2022	Resolution
backup	8/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: authorizing awarding a quotation received from Blouin Fence & Shutter, Inc., for the repair and installation of Gouaux Avenue Fence (D 20)

PROJECT SUMMARY (200 WORDS OR LESS)

Award repairs and installation of fence located on Gouaux Avenue (D 20).

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Vendor will repair and install fence.

\$50,867.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT
BUDGETED:

\$50,867.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis, Purchasing Manager

Signature

August 15, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AWARDING A QUOTATION
RECEIVED FROM BLOUIN FENCE & SHUTTER, INC., FOR THE
REPAIR AND INSTALLATION OF GOUAUX AVENUE FENCE
(D20).**

WHEREAS, quotations were received by the Terrebonne Parish Consolidated Government, Public Works/Drainage Division for the repair and installation of Gouaux Avenue fence from Blouin Fence & Shutter Inc., and Leeroy's Fence Co., Inc., and

WHEREAS, the lowest bidder was unable to begin job any time soon, it was determined by David Rome, Public Works Director and Joey Cehan, Public Works Operations Manager that the job should be awarded to Blouin Fence & Shutter Inc., and

WHEREAS, after careful review by David Rome, Public Works Director and Joey Cehan, Public Works Operations Manager it has been determined that the quote of Fifty Thousand, Eight Hundred Sixty-Seven Dollars and Zero Cents (\$50,867.00) from Blouin Fence & Shutter Inc., for the repair and installation of fence located on Gouaux Avenue should be accepted as per the attached quotation; and

WHEREAS, the Parish Administration has recommended the acceptance of the price for the aforementioned at a cost of Fifty Thousand, Eight Hundred Sixty-Seven Dollars and Zero Cents (\$50,867.00) as per the attached quotation, and

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 the Parish Administration be approved and that the proposed quotation for the fence repair be accepted as per the attached quotation.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

Blouin Fence & Shutter Inc.

P. O. Box 4195
Houma, Louisiana 70361
985-873-7811

PROTECTING
YOUR PROPERTY FOR OVER
65 YEARS

Serving You Since 1956

- ★ Rolling Shutters
- ★ Storm Panels
- Bahama Shutters
- Accordion Shutters
- Colonial Shutters

Invoice

#999-9887

- Fences •
- Hurricane Shutters •
- Carports •
- Patio Covers •
- Screen Enclosures •

Terrebonne Parish Gov

Drainage Dept

P.O. Box 2768 Houma, La

70361

Date: 7/8/22

Description of Work Performed:

Coaux Ave Fence 0141 Sutton Ave + 715 Sutton Ave

Sixth St. Subdivision

INSTALL APPROX 1535' of 6' high 9 gauge galv chain link + bolt wire 15 gals

Use 6' high 9 gauge galv chain link + 3 strands bolt wire

3" bent post, 7 1/2' line post, 1 1/8' top rail

9 gauge bottom wire tension

1 1/2" wide double gate x 6' high 9 gauge + bolt of 1 1/8"

3' 6" top extension over elevated existing pipe

1 - approx 20' removable panel of 1 1/8"

Provide labor & materials to complete

RECEIVED
AUG - 2 2022
TPCG FORCED
DRAINAGE

TOTAL INSTALLED

\$ 50,867.⁰⁰

D. V. Ruff
8/11/22

Acct# 252-351-8929-74

VEN.#

04000

PO.#

REQ.#

2264092

ACCT.#

8929-74

Payment due on completion

TPCG DRAINAGE

Total:

\$ 50,867.⁰⁰

Deposit:

Balance:

50,867.⁰⁰

Received By

BLOUIN FENCE & SHUTTER INC. IS NOT RESPONSIBLE FOR PROPERTY LINES OR PERMITS AND RESERVES THE RIGHT TO REMOVE THIS INSTALLATION IF PAYMENTS ARE NOT MADE PROMPTLY. 1.5% PER MONTH ON DELINQUENT ACCOUNTS. NOT RESPONSIBLE FOR UNDERGROUND OR HIDDEN OBSTACLES. IF LOST TIME OR WORK DELAY BY PROPERTY OWNER OCCURS, CHARGES ARE \$90.00 PER HOUR. DEPOSITS OR PARTIAL PAYMENT ARE NON REFUNDABLE. WE RESERVE THE RIGHT TO USE THE CUSTOMER'S NAME AND ADDRESS AND/OR PHOTOGRAPHS OF COMPLETED JOB FOR POSSIBLE FUTURE ADVERTISING.

LeeRoy's Fence Co., Inc.

Ken Constant

113 Estate Dr.

Thibodaux, LA 70301

O (985) 446-6384 C (985) 665-1962

Date: 7/13/2022

Customer Name: Terrebonne Insulated Gov't

Address: Drainage - Goaux Ave -

Phone: _____ Email: Bernay Crochet

\$ Material and Labor Cost

\$ Material Cost

INCLUDES:

1535' of 6' Commercial Chain Link
with 3 strands of Barbed Wire.

- 3" End & Gate Post, 2 1/2" Line Post,

9 gauge Wire & tension wire -

16' Double Gate

3'6" Top Extension over Elevated Pipe

TOTAL COST \$ \$49800

ESTIMATE BY: K. Constant

CUSTOMER APPROVAL: _____



Monday, August 22, 2022

Item Title:

2022 Various Items for Budget Amendment

Item Summary:

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

I. Office of Emergency Preparedness, \$70,340

II. Animal Shelter, \$45,000

III. Health Unit Construction, \$1,000,000

IV. General Fund, Coroner's Office, \$30,000

V. Housing Preservation Grant, \$154,524

and call a public hearing on said matter on Wednesday, September 14, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	8/16/2022	Executive Summary
2022 Various Items for Budget Amendment	8/16/2022	Budget Amendment
2022 Various Items for Budget Amendment	8/16/2022	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 AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. I. Office of Emergency Preparedness, \$70,340 II. Animal Shelter, \$45,000 III. Health Unit Construction, \$1,000,000 IV. General Fund, Coroner’s Office, \$30,000 V. Housing Preservation Grant, \$154,524

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

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

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

/s/ Kayla Dupre

Signature

August 16, 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. Office of Emergency Preparedness, \$70,340
- II. Animal Shelter, \$45,000
- III. Health Unit Construction, \$1,000,000
- IV. General Fund, Coroner's Office, \$30,000
- V. Housing Preservation Grant, \$154,524

SECTION I

WHEREAS, Administration is requesting funding of \$70,340 for an AV equipment upgrade at Office of Emergency Preparedness, and

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

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the Office of Emergency Preparedness. (Attachment A)

SECTION II

WHEREAS, the Animal Shelter received donations for \$45,000, and

WHEREAS, the donations will be put into the Building account.

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 Animal Shelter. (Attachment B)

SECTION III

WHEREAS, Terrebonne Parish received \$1,000,000 from the State of Louisiana, Office of Public Health, and

WHEREAS, the funding is for the Health Unit Construction project.

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 and the 5 Year Capital Outlay be amended to recognize funding for the Health Unit Construction project. (Attachment C)

SECTION IV

WHEREAS, Administration is requesting funding of a vehicle for the Coroner's Office, and

WHEREAS, the funding source is from the General Fund, fund balance for \$30,000.

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 to recognize the funding of a vehicle for the Coroner's Office. (Attachment D)

SECTION V

WHEREAS, the U.S. Department of Housing and Urban Development has approved funds totaling \$154,524 for the Rapid Re-Housing Program pursuant to the provisions of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. and the Continuum of Care Program rule, and

WHEREAS, Terrebonne Parish Consolidated Government is committed to aiding those families in need of Rapid Re-Housing.

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 Rapid Re-Housing Grant. (Attachment E)

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 - Office of Emergency Preparedness

	2022		
	Adopted	Change	Amended
Machinery & Equipment		70,340	70,340
Fund Balance (decrease)	n/a	(70,340)	n/a

ATTACHMENT B - Animal Shelter

	2022		
	Adopted	Change	Amended
Building	120,000	45,000	165,000
Donations-Animal Shelter	(150,000)	(20,000)	(170,000)
Fund Balance (decrease)	n/a	(25,000)	n/a

ATTACHMENT C - Health Unit Construction

	2022		
	Adopted	Change	Amended
Health Unit Expansion		(1,000,000)	(1,000,000)
Health Unit Addtn/Renovation	5,509,418	1,000,000	6,509,418

ATTACHMENT D - Coroner's Office

	2022		
	Adopted	Change	Amended
Motor Vehicles		30,000	30,000
Fund Balance (decrease)	n/a	(30,000)	n/a

ATTACHMENT E - Housing Preservation Grant

	2022		
	Adopted	Change	Amended
Rapid Rehousing Revenue	(33,765)	(154,524)	(188,289)
Salaries-Rapid Rehousing	2,145	2,000	4,145
Fringes-Rapid Rehousing	700	800	1,500
Office Supplies		125	125
Administrative Cost		75	75
Supportive Services	23,334	11,772	35,106
Rapid Rehousing	7,687	139,752	147,439



Section I

Troxell Communications

4675 E. Cotton Center Blvd. Suite 155
Phoenix, AZ 85040

Phone 602-123-727-0228
Thompson

Quote Number: QUO-99682-99682
Created On: 6/10/2022

Terrebonne Parish EOC

Contact: Earl Eues
Email: eeues@tpcg.org
101 Government St
Gray, Louisiana, 70359

Terrebonne Parish EOC

101 Government St
Gray, LA, 70359

State Contract # 4400024015

#1
Equipment
Upgrade

Terms: Net 30 FOB: Destination Customer #: Expires: 7/29/2022

Item	Description	Sell Price	Qty	Ext. Price
Projector Upgrade				
1	EPS EPSV11HA67820 EB-PU2216B PROJ. 16000 LUMENS WUXGA BLK Line # 1108970	\$19,839.20	1	\$19,839.20
2	EPS EPSV12H004W06 WIDE LENS FOR PRO L1500U AND L1505U Line # 1150723	\$2,311.20	1	\$2,311.20
3	CHF CHFCMS048 FIXED PIPE 48" Line # 1108417	\$46.20	2	\$92.40
4	CHF CHFCMA360 I-BEAM CLAMP Line # 1150499	\$230.30	1	\$230.30
Side Displays				
5	LGE LGE110UM5JB LG 110IN UHD- 500NIT- HDMI(3)-RJ45(LAN)-USB Line # 1108748	\$23,528.70	2	\$47,057.40
6	APA PERACCV1500X Adaptor for 1500 & 1200mm Wide Mounting Patterns Line # 1150500	\$265.30	2	\$530.60
7	PER PERST680P UNIV TILT 60-95IN Line # 11084421	\$139.30	2	\$278.60

Immediate
Installation
(year)

10,339.70

Command Room Conferencing				
8	VAD VAD99999600100W ROBOSHOT 12E ONELINK HDMI SYS WHT Line # 1108808	\$5,364.00	1	\$5,364.00
9	BIT INOSHARE2U DUAL USB CAMERA TO USB 3.0 MULTI Line # 1150562	\$1,581.30	1	\$1,581.30
10	BIA BIATESIRASEC4 4 CHANNEL MIC/LINE INPUT CARD WITH AEC Line # 1108464	\$559.30	9	\$5,033.70
11	BIA BIAEXUBT AVB/USB EXPANDER Line # 1108504	\$497.00	1	\$497.00

Unmm - Budget Amend

Section II

Kayla Dupre

From: Valerie Robinson
Sent: Thursday, August 11, 2022 9:56 AM
To: Kayla Dupre
Cc: Ernest Brown; Madeleine Bodin
Subject: Move funds to capital for building

Hi Kayla,

Can you please move the following funds to the capital account "Building" 151-442-8912-01 to complete the storage building project at the Animal Shelter location in Gray, LA.

- \$60,000 (Petsmart Charities grant after Ida) from Other Fees 151-442-8349-01 - LIA
- \$73,000 from Group Insurance (151-442-8131-01) - LIA
- \$25,000 from Donation (151-000-6741-01) - BA

Also, we will also be receiving a \$20,000 check from the Friends of TAS for the building project. I will forward that to you for deposit into the same capital building account

Thanks for your help!

Best,

Valerie Robinson
Animal Shelter Director
Terrebonne Parish Animal Shelter
(985) 873-6709
(985) 580-8150 fax
www.tpcg.org/animalshelter

Follow us on [facebook](https://www.facebook.com/terrebonneparishanimalshelter)



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 151-000-6741-01

GENERAL FUND

NO DEPARTMENT NAME

DONATIONS-ANIMAL SHELTER

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	150,000	151,401.50-	0	1,402
CLOSED:				
2016	34,500	65,041.65-	N/A	30,542
2017	38,000	88,756.70-	N/A	50,757
2018	0	7,519.80-	N/A	7,520
2019	95,000	88,317.00-	N/A	6,683-
2020	28,000	28,350.47-	N/A	350
2021	117,500	121,125.00-	N/A	3,625

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 151-442-8912-01

GENERAL FUND

ANIMAL CONTROL

BUILDING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	120,000	10,095.00	0	109,905
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Animal Shelter Donations

151-000-6741-01

Next sheet for account 6741-18

	Balance
2012	
27,706.00 donations - BA Transferred to Animal Shelter Building	-
2013	
24,603.69 donations - BA Transferred to Animal Shelter Building	-
2014	
51,006.25 donations from Petsmart - BA (February, 2014) for \$35,374 (cat cages & feral cat dens), BA (October, 2016) for \$15,016.53 BA (March, 2020) for \$615.72 (x-ray machine)	-
43,192.90 donation from M. Perrin Estate-BA (September, 2015) for \$4,709.43 to Animal Shelter Building, BA (September 2016) for \$18,000 to Animal Shelter Building, BA (October, 2016) for \$20,483.47 to Site Improvements capital account	-
6,320.25 other donations - BA (September, 2015) to Animal Shelter Building	-
2015	
41,595.65 donations from Petsmart - BA (January, 2015) for \$33,040 (Vet Tech), BA (March 2020) for \$8,555.65 (x-ray machine)	-
6,970.32 other donations - BA (September, 2015) to Animal Shelter Building	-
2016	
15,661.65 other donations as of 12/31/16- BA (July 2018) to Animal Shelter Building, X-ray machine (\$5,244)BA-Jan 2020 BA (March 2020) for \$1,882.65 (x-ray machine)	-
34,500.00 donations from Friends of the Animal Shelter-BA (October, 2016) for \$34,500	-
14,380.00 donations from Petsmart, BA (March 2020) for \$280 (x-ray machine)	-
500.00 donation La SPCA, BA (March 2020) for \$165.98 (x-ray machine) BA (August 2022) for \$334.02 (Storage Bldg)	-
2017	
10,756.00 other donations as of 12/31/17 BA (August 2022) for \$10,756 (Storage Bldg)	
38,000.00 donations from Petco-BA (May, 2017) to account 151-442-8349-01 for \$38,000	
40,000.00 donations from Petsmart-BA (January, 2018) to account 151-442-8349-01 for \$38,000	
	BA (August 2022) for \$1,000(Storage Bldg)
2018	
7,519.80 other donations as of 12/31/18 BA (August 2022) for \$7,519.80 (Storage Bldg)	
2019	
3,317.00 other donations as of 11/15/19 BA (August 2022) for \$3,317 (Storage Bldg)	
85,000.00 donations from Petco-BA (August 2019) to motor vehicles, other fees, other contracts & leases, and salaries	
2020	
20,000.00 donation-Friends of the Animal Shelter for X-ray machine-BA (January 2020)	
240.00 other donations BA (August 2022) for \$240 (Storage Bldg)	
2,500.00 Shelter Animals Count-BA (April 2020)	
3,000.00 Milk Man program-BA (June 2020)	
2,500.00 Maddie's Fund-BA (July 2020)	
45.00 Humane Rescue Alliance BA (August 2022) for \$45 (Storage Bldg)	
65.47 Boehringer Ingelheim to 8221-01 BA (August 2022) for \$65.47 (Storage Bldg)	
2021	
1,000.00 donation-Petsmart	
30,000.00 Petco-BA (May 2021)	277.29
25,000.00 Petco-BA (November 2021)	
2,500.00 Petfinder-BA (November 2021)	
10,000.00 Petsmart-BA (December 2021)	
50,000.00 Petsmart-BA (November 2021)	
1,100.00 Petsmart	1,100.00
1,500.00 American Humane-BA (January 2021)	
25.00 Petsmart	25.00
2022	
20,000.00 National Humane Society-BA (February 2022)	
500.00 Petsmart	500.00
100,000.00 ASPCA-BA (February 2022)	
30,000.00 Petco-BA (May 2022)	
901.50 donations	901.50
<u>751,906.48</u>	

DO NOT DO A BA FOR EXTRA DONATION-KEEP TRACK ON THIS SPREADSHEET

Balance includes \$1902.29 from Petsmart, \$901.50 from other donations as of 8/2022

Total remaining: \$ 2,803.79 \$ (2,803.79)

Section III

Details

0310003008 TERREBONE PARISH CONSOLIDATED GOVT 2001056733 Check No: ACP 1000000.00

Payee Remittance Address
P.O. BOX 2768
LA

Document Number: 1900951606 Vendor Invoice
Business Area: 376 OFFICE OF PUBLIC HEALTH Telephone: 225-342-9500
Vendor Invoice #: TPCG/TECH Comments: TPCG/TECH
Line Amount: 1000000.00

* State Health Unit /
Tech Expense

659-000-6375-14 R.
659-194-8912-02 E.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2023 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-02
HEALTH UNIT CONSTRUCTION**

TOTAL FUNDING	\$	6,940,000
EXPENDITURES THRU 12/31/21		(430,582)
PROJECT BALANCE	\$	6,509,418

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027									
Jul-05	ORD 7012	FD 277 HEALTH UNIT FUND																
Jan-10	ORD 7744	FD 277 HEALTH UNIT FUND	690,000															
Jan-11	ORD 7932	FD 277 HEALTH UNIT FUND	1,000,000															
Jan-12	ORD 8076	FD 277 HEALTH UNIT FUND	650,000															
Dec-12	ORD 8250	TO FD 277 HEALTH UNIT FUND	450,000															
Jan-13	ORD 8247	FD 277 HEALTH UNIT FUND	(2,000,000)															
Jan-19	ORD 9022	FD 277 HEALTH UNIT FUND	450,000															
Dec-20	ORD 9218	FD 277 HEALTH UNIT FUND	500,000															
Jan-21	ORD 9229	FD 277 HEALTH UNIT FUND	4,000,000															
Sep-22	PENDING BA	FROM 659-000-6375-14	200,000															
				1,000,000														
LESS PRIOR YEARS EXPENDITURES			(430,582)															
			\$	5,509,418	\$	1,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

**ENGINEER/ARCHITECT: MARCELLO & ASSOCIATES
CRAIG HEBERT, ARCHITECT**

DESCRIPTION: CONSTRUCTION OF A NEW FACILITY.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 659-194-8912-02

CAPITAL PROJECTS CONTRL

GOVERNMENT BUILDINGS

HEALTH UNIT ADDTN/RENOVATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	5,509,418	7,137.21	0	5,502,281
CLOSED:				
2016	1,095,173	.00	N/A	1,095,173
2017	1,095,173	.00	N/A	1,095,173
2018	1,095,173	.00	N/A	1,095,173
2019	1,595,173	78,008.13	N/A	1,517,165
2020	5,517,165	93,453.66	N/A	5,423,711
2021	5,623,711	114,293.10	N/A	5,509,418

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section IV

Kayla Dupre

From: Kandace Mauldin
Sent: Monday, August 8, 2022 4:18 PM
To: Kayla Dupre
Subject: Budget Amendment

We need to do a budget amendment for the Coroner's office to purchase a vehicle. It will be for \$30,000 and come from fund balance

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



Terrebonne Parish Consolidated Government
Housing Preservation Grant
Rapid Re-Housing
Budget Amendment
8/10/2022

		Current	Adjustment	Final
226-000-6318-01	Rapid Re-Housing Revenue	(33,765)	(154,524)	(188,289)
226-619-8111-11	Salaries- RRH	2,145	2,000	4,145
226-619-8111-98	Fringes- RRH	700	800	1,500
226-619-8211-01	Office Supplies	-	125	125
226-619-8211-02	Administrative Cost	-	75	75
226-619-8351-01	Supportive Services	23,334	11,772	35,106
226-619-8354-00	Rapid Re-Housing	7,687	139,752	147,439

Adding Budget for 2022 Rapid Re-Housing Grant

Section II



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
500 Poydras Street 9th Floor
New Orleans, LA 70130

Grant Number (FAIN): LA0335L6H092002
Tax ID Number: 72-6001390
DUNS Number: 045774333

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Terrebonne Parish Consolidated Government (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project (those projects) listed below are funded by this Agreement. HUD's total funding obligation for this grant is \$154,524, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
LA0335L6H092002	12	9-1-2021 to 8-31-2022	\$154,524

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. Leasing	\$0
c. Rental assistance	\$139,752
d. Supportive Services	\$11,772
e. Operating costs	\$0
f. Homeless Management Information System	\$0
g. Administrative costs	\$3,000
h. Relocation costs	\$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Cheryl S. Breaux
(Signature)

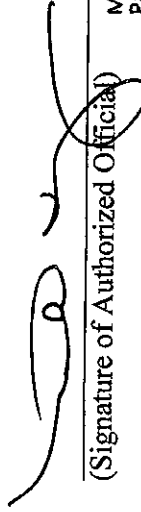
Cheryl S. Breaux, Director
(Typed Name and Title)

July 14, 2021
(Date)

RECIPIENT

Terrebonne Parish Consolidated Government
(Name of Organization)

By:


(Signature of Authorized Official)

Mike Toups
Parish Manager
Authorized Designee
Record #1627089

Gordon Dove, Parish President
(Typed Name and Title of Authorized Official)

7/30/21
(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
<i>None</i>	%	
	%	
	%	
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 226-000-6318-01

HSING PRESERVATION GRT

NO DEPARTMENT NAME

RAPID REHOUSING REVENUE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	33,765	54,930.78-	0	21,166
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	144,828	33,480.44-	N/A	111,348-
2020	259,980	119,166.86-	N/A	140,813-
2021	140,813	107,048.22-	N/A	33,765-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JUNE 30, 2022 - MONTH LAST CLOSED

8/16/22

ACCT: 226-619-8111-11

HSING PRESERVATION GRT
CDBG HOUSING REHAB
SALARIES-RAPID REHOUSING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	2,145	.00	0	2,145
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	2,300	.00	N/A	2,300
2020	4,600	2,418.40	N/A	2,182
2021	2,145	.00	N/A	2,145

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 226-619-8111-98

HSING PRESERVATION GRT

CDBG HOUSING REHAB

FRINGES-RAPID REHOUSING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	700	.00	0	700
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	700	.00	N/A	700
2020	1,400	659.03	N/A	741
2021	700	.00	N/A	700

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 226-619-8351-01

HSING PRESERVATION GRT

CDBG HOUSING REHAB

SUPPORTIVE SERVICES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	23,334	2,730.00	0	20,604
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	11,772	105.00	N/A	11,667
2020	23,389	105.00	N/A	23,284
2021	23,334	.00	N/A	23,334

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

8/16/22

JUNE 30, 2022 - MONTH LAST CLOSED

ACCT: 226-619-8354-00

HSING PRESERVATION GRT

CDBG HOUSING REHAB

RAPID REHOUSING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	7,687	.00	0	7,687
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	130,056	.00	N/A	130,056
2020	230,591	.00	N/A	230,591
2021	114,634	.00	N/A	114,634

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL