

PARISH COUNCIL
PARISH OF TERREBONNE



Robert J. Bergeron Gov't Tower Bldg.
8026 Main St., 2nd Floor Council Meeting Room
Houma, LA 70360

AGENDA

Wednesday, April 13, 2022
6:00 PM

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.

Darrin W. Guidry, Sr.
CHAIRMAN

Daniel Babin
VICE-CHAIRMAN
DISTRICT 1

John Navy

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

Suzette Thomas,
COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

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. All public comments must be addressed to the Council as a whole. *Addressing individual Council members or staff is not allowed.* Speakers should be courteous in their choice of words or actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. 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

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 9, 2022.

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON
MARCH 23, 2022.**

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 3/28/2022, 4/4/2022 & 4/11/2022

APPROVE MANUAL CHECK LISTING FOR FEBRUARY 2022

1. GENERAL BUSINESS:

- A.** Presentation by Parish Administration relative to pump stations, generators, power plant issues, roads, striping, drainage issues, and other matters related to the operations of Parish government.
- B. PROCLAMATION:** Proclaiming April 2022 as "Second Chance Month" in Terrebonne Parish.
- C. PROCLAMATION:** Proclaiming April 2022 Sexual Assault Month, Wear Teal on Tuesdays, and Denim Day on April 27, 2022.
- D. PROCLAMATION:** Proclaiming the weekend of April 21-23, 2022 as "Rotary District 6200 Weekend" in Terrebonne Parish.
- E. COMMENDATION:** Commending the Rotary Club of Downtown Houma, in conjunction with the Houma Rotary Club, Houma-Terrebonne Rotary, and Houma Sunrise Rotary Club, for their outstanding efforts in helping others in the aftermath of Hurricane Ida.
- F. COMMENDATION:** Commending Concerned Clergy and Laity of Christian Churches, Inc. for its outstanding efforts in helping others in the aftermath of Hurricane Ida.
- G. COMMENDATION:** Commending Terrebonne Ministerial Alliance, Inc. for its outstanding efforts in helping others in the aftermath of Hurricane Ida.
- H.** Discussion and possible action relative to releasing Recreation District No. 11 from Parish oversight.
- I. RESOLUTION:** Authorizing the President to amend the original agreement with Barowka and Bonura Engineers and Consultants, LLC (BBEC) for application development, project management and related services for the HMGP Hurricane Ida grant programs for government facilities, infrastructure, drainage, or coastal projects.
- J. RESOLUTION:** Ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the Valhi-Hollywood Roundabout; and authorizing the execution of an agreement for these services.
- K. RESOLUTION:** Ratifying the appointment of the engineering firm of GIS engineering, LLC to provide engineering services for electric generation and distribution system lost or damaged from Hurricane Ida.
- L. RESOLUTION:** Concurring with the Parish Administration approving the ordering of AV Upgrade Equipment from Crescent Multimedia Solutions through the Louisiana State Contract # 4400023147.

2. PUBLIC WISHING TO ADDRESS THE COUNCIL:

- A.** Mr. Johnny Smith wishes to address the Council to discuss a Veteran's Program that he and his group are putting on to honor veterans in the month of May.
- B.** Dr. Zach Lea wishes to address the Council relative to oyster industry development.
- C.** Ms. Lucretia McBride wishes to address the Council relative to applications submitted for Council review.
- D.** As per speaker cards.

6:30 O'CLOCK P.M. - PUBLIC HEARINGS RELATIVE TO:

- A.** 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. Louisiana Highway Safety Commission Grant Award, \$81,585
 - II. Houma Police Dept-LCLE Grant, \$101,250
 - III. Houma Police Department-LCLE Grant, \$22,169
 - IV. General Fund-Council Meeting Room, \$145,000

V. Hazard Mitigation Plan, \$86,921
VI. FMA Elevation Program, \$1,496,545
VII. Bayou Country Sports Park, \$500,000
1. Consider the adoption of the ordinance.

- B.** An ordinance authorizing the Parish President to execute a renewal of a Right of Use Agreement between Terrebonne Parish Consolidated Government and Harold Cleveland, Sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364.
1. Consider the adoption of the ordinance.
- C.** An ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual.
1. Consider the adoption of the ordinance.
- D.** An ordinance to authorize the lease of property at 7842 Main Street, at the Corner of Main, Church, and Belanger Streets, Houma, LA, 70360, Parcel #19175, from property owner(s); authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for other matters relative thereto.
1. Consider the adoption of the ordinance.
- E.** An ordinance to supplement Ordinance No. 9199 to authorize the acquisition of property and/or sites and/or servitudes required for the Bayou Terrebonne Drainage Improvements Project by boundary agreements and/or lot line adjustments and/or exchanging property; to authorize the Parish President to execute any and all documents necessary to acquire property and/or sites and/or servitudes for the said purposes by said means; to provide for other matters relative thereto.
1. Consider the adoption of the ordinance.

3. COMMITTEE REPORTS:

- A.** Public Services Committee, 04/11/2022*
- B.** Community Development and Planning Committee, 04/11/2022*
- C.** Policy Procedure and Legal Committee, 04/11/2022*
(*Ratification of minutes calls public hearings on April 27, 2022 at 6:30 p.m.)

4. NOTICE OF MEETINGS:

- A.** Approve attendance to the 2022 National Association of Counties Annual Conference and Exposition from July 20-24, 2022 in Adams County / Denver, Colorado.

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. Recreation District No. 2,3 Board:** Three (3) expiring terms on 05-31-22. Mr. Wren Halford expresses his interest in being reappointed. Mr. David Mabile submits application and resume for consideration. Mr. Jerome Boykin, Sr. submits application and resume for consideration.
- B. Recreation District No. 11 Board:** One (1) vacancy due to a resignation. Ms. Diana Collins submits application and resume for consideration.

6. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. Veteran's Memorial District:** One (1) unexpired term due to a resignation (Representing the Parish President South of the Intracoastal) and one (1) expired term (Representing the Vietnam Veterans of America).
Recreation District No. 7 Board: One (1) expiring term on 03-25-22.
Terrebonne Parish Tree Board: One (1) expiring term on 02-23-22 and one (1) vacancy due to a resignation.
Terrebonne ARC: Three (3) expiring terms on 05-31-22.
Houma Board of Zoning Adjustments: One (1) vacancy due to a resignation. (The vacant position is for an Alternate Member)

7. ANNOUNCEMENTS:

- A. Parish President
- B. Council Members

8. MONTHLY ENGINEERING REPORTS:

- A. Milford and Associates, Inc.
- B. T. Baker Smith
- C. GIS Engineering, LLC

9. ADJOURN

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 9, 2022

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 9, 2022.

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 23, 2022

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 23, 2022.

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:

Accounts Payable Bill Lists for 3/28/2022, 4/4/2022 & 4/11/2022

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 3/28/2022, 4/4/2022 & 4/11/2022

ATTACHMENTS:

Description

Upload Date

Type

Accounts Payable Bill Lists for 3/28/2022,
4/4/2022 & 4/11/2022

4/7/2022

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 3/28/2022, 4/4/2022 & 4/11/2022

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace M. Mauldin, CFO
Signature

April 7, 2022
Date

Category Number:
Item Number:



Wednesday, April 13, 2022

Item Title:

Manual Check Listing-February 2022

Item Summary:

APPROVE MANUAL CHECK LISTING FOR FEBRUARY 2022

ATTACHMENTS:

Description

Manual Check Listing-February 2022

Upload Date

4/7/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MANUAL CHECK LISTING- February 2022

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF THE MANUAL CHECK PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace Mauldin, CFO

Signature

April 7, 2022

Date

Category Number: 1.
Item Number: A.



Wednesday, April 13, 2022

Item Title:

Update on Drainage Pump Stations and Generators and other projects

Item Summary:

Presentation by Parish Administration relative to pump stations, generators, power plant issues, roads, striping, drainage issues, and other matters related to the operations of Parish government.

ATTACHMENTS:

Description

Executive Summary

Upload Date

4/11/2022

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Presentation by Administration

PROJECT SUMMARY (200 WORDS OR LESS)
Presentation by Parish Administration relative to pump stations, generators, power plant issues, roads, striping, drainage issues, and other matter related to the operations of Parish Government

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

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

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

<i>Darrin W. Guidry, Sr.</i>	<i>04/04/2022</i>
_____	_____
Signature	Date

Category Number: 1.
Item Number: B.



Wednesday, April 13, 2022

Item Title:

Proclamation: Proclaiming April 2022 as "Second Chance Month" in Terrebonne Parish

Item Summary:

PROCLAMATION: Proclaiming April 2022 as "Second Chance Month" in Terrebonne Parish.

ATTACHMENTS:

Description

Proclamation

Upload Date

4/5/2022

Type

Backup Material



CITY OF HOUMA, LOUISIANA
PARISH OF TERREBONNE
PROCLAMATION



WHEREAS, since 2017, Second Chance Month has been observed in the United States as an effort to raise awareness of the collateral consequences of a criminal background and unlock second-chance opportunities for people who have been justice-involved to become contributing citizens; and

WHEREAS, Second Chance Month honors the work of communities, governmental institutions, nonprofits, congregations, employers, and individuals to remove unnecessary legal and societal barriers that prevent individuals with a criminal record from becoming productive members of society; and

WHEREAS, Second Chance Month calls upon people to observe the month through actions and programs that promote awareness of the challenges facing those who have paid their debt and opportunities to unlock second chances.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that the month of April 2022 be hereby proclaimed as:

SECOND CHANCE MONTH
IN TERREBONNE PARISH

and that the public recognize the importance of bringing awareness to helping incarcerated and formerly incarcerated persons return to society.

Presented this 13th day of April, 2022.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDEE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: C.



Wednesday, April 13, 2022

Item Title:

Sexual Assault Month

Item Summary:

PROCLAMATION: Proclaiming April 2022 Sexual Assault Month, Wear Teal on Tuesdays, and Denim Day on April 27, 2022.

ATTACHMENTS:

Description

Back Up - Proclamation

Upload Date

3/31/2022

Type

Cover Memo



CITY OF HOUMA, LOUISIANA

PARISH OF TERREBONNE

PROCLAMATION



Sexual Assault Awareness Month Proclamation

Sexual assault at its core, is a devastating abuse of power — one that affects people of every age, race, sex, gender identity, sexual orientation, national origin, socioeconomic background, and religion. It is the responsibility of each of us to stand up and speak out against it, not only to improve the laws and services available to survivors, but also to change the culture and attitudes that allow sexual assault to proliferate.

WHEREAS, every 68 seconds, an American is sexually assaulted and every 9 minutes, that victim is a child; and

WHEREAS, 9 out of every 10 victims of rape are female; and

WHEREAS, 94% of women who are raped experience symptoms of post-traumatic stress disorder (PTSD) during the two weeks following and 30% of women report symptoms of PTSD 9 months after the rape; and

WHEREAS, 33% of women who are raped contemplate suicide and 13% of women who are raped attempt suicide; and

WHEREAS, out of every 100 rapes, 40 are reported, 10 lead to an arrest, 8 are prosecuted, 4 lead to a conviction, 3 rapists will spend a day in prison and 97 rapists will walk away free, and

WHEREAS, in the year of 2021, The Haven answered 130 hotline sexual violence crisis calls and served 102 primary survivors of sexual violence with 425 individual therapy sessions, 66 group therapy sessions, and 41 survivors receiving medical advocacy; and

WHEREAS, victims should have support to find the compassion, comfort, and healing they need, and sexual perpetrators should be punished to the full extent of the law, while important partnerships have been formed among criminal justice agencies, allied professionals, and victim services to assist victims of sexual violence and their families; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual violence and work to increase public awareness of sexual violence and its prevalence, and to eliminate it through prevention and education; and

WHEREAS, our Parish has a moral obligation to work on the prevention of sexual assaults and the severe trauma it causes to those affected; and

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, hereby proclaims the month of April 2022 as:

“SEXUAL ASSAULT AWARENESS MONTH”

BE IT FURTHER RESOLVED, that April 5th, 2022 be a day of action and that all citizens be urged to wear teal to show their support of the survivors of sexual assault and bring social awareness in our community.

AND BE IT FURTHER RESOLVED, that April 27, 2022 be proclaimed as:

“DENIM DAY”

on this the 13th day of April, 2022 and that all citizens be urged to wear teal on every Tuesday during the month of April and Denim on April 27th to show their support in the effort to end sexual violence, to speak out against sexual violence, and to support all local efforts to assist survivors of these crimes in finding the help and healing they deserve.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDEE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSLAIR
DISTRICT 9

Category Number: 1.
Item Number: D.



Wednesday, April 13, 2022

Item Title:

PROCLAMATION: Proclaiming April 21-23 as Rotary District 6200 Weekend

Item Summary:

PROCLAMATION: Proclaiming the weekend of April 21-23, 2022 as "Rotary District 6200 Weekend" in Terrebonne Parish.

ATTACHMENTS:

Description

Backup Material

Upload Date

4/7/2022

Type

Backup Material



CITY OF HOUMA, LOUISIANA

PARISH OF TERREBONNE

PROCLAMATION



WHEREAS, the Houma Terrebonne Community was selected as the site of the annual Rotary District 6200 Conference, which will be held on April 21-23, 2022; and

WHEREAS, knowing of the numerous projects and activities that Rotarians have done in this community and in places across the state, nation and world, the Terrebonne Parish Consolidated Government is most pleased to welcome Rotarians from across most of coastal Louisiana to Houma; and

WHEREAS, in light of the catastrophic damages done by Hurricane Ida, we are most excited to welcome a group of men and women who have done so much to help the citizens who have suffered greatly, by actively providing food, cleaning supplies, educational supplies and any other type of assistance needed; and

WHEREAS, we are also pleased that Houma resident Mark Lee is currently serving as District Governor for this wonderful organization; and

WHEREAS, it is hoped that our visitors will truly enjoy our warm hospitality and great food, and that they will get to see firsthand the benefits of what their assistance has done to help our citizens get back to their homes and businesses.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that April 21-23, 2022 be hereby proclaimed as:

ROTARY DISTRICT 6200 WEEKEND

IN TERREBONNE PARISH

and that all visiting Rotarians and their guests be warmly welcomed to our community for a weekend of fun, fellowship, and learning.

Presented this 13th day of April, 2022.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

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DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: E.



Wednesday, April 13, 2022

Item Title:

COMMENDATION: Rotary Clubs

Item Summary:

COMMENDATION: Commending the Rotary Club of Downtown Houma, in conjunction with the Houma Rotary Club, Houma-Terrebonne Rotary, and Houma Sunrise Rotary Club, for their outstanding efforts in helping others in the aftermath of Hurricane Ida.

ATTACHMENTS:

Description

Rotary Clubs

Upload Date

4/8/2022

Type

Backup Material



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE COMMENDATION

WHEREAS, in the aftermath of natural and catastrophic disasters communities join together to help each other; and

WHEREAS, in most cases federal, state, and local assistance is delayed while infrastructure assessments are conducted; and

WHEREAS, Hurricane Ida severely tested the endurance and fortitude of the residents of Terrebonne Parish as they sought the courage and determination to repair, restore and rebuild their homes and property in the aftermath of the devastating destruction in this parish; and

WHEREAS, members of Rotary Club Downtown Houma, in conjunction with the Houma Rotary Club, Houma-Terrebonne Rotary Club, and the Houma Sunrise Rotary Club, provided thousands of meals to the residents of District 2; and

WHEREAS, numerous volunteers of the Rotary Club worked tirelessly to help those in need; and

WHEREAS, thanks to the efforts of the volunteers, the residents of Terrebonne who were most in need were able to receive a daily meal.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that

THE ROTARY CLUB OF DOWNTOWN HOUMA HOUMA ROTARY CLUB HOUMA-TERREBONNE ROTARY CLUB HOUMA SUNRISE ROTARY CLUB

be commended for its outstanding efforts in helping others in the aftermath of Hurricane Ida.

Presented this 13th day of April, 2022.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

CARL HARDING
DISTRICT 2

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

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STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: F.



Wednesday, April 13, 2022

Item Title:

COMMENDATION: Concerned Clergy

Item Summary:

COMMENDATION: Commending Concerned Clergy and Laity of Christian Churches, Inc. for its outstanding efforts in helping others in the aftermath of Hurricane Ida.

ATTACHMENTS:

Description

Concerned Clergy

Upload Date

4/8/2022

Type

Backup Material



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE COMMENDATION

WHEREAS, it has been often said that during times of extreme emergency, the true compassion of an individual is tested; however, it is during this time that communities come together to help each other; and

WHEREAS, Hurricane Ida severely tested the endurance and fortitude of the residents of Terrebonne Parish as they sought the courage and determination to repair, restore and rebuild their homes and property after catastrophic destruction in this parish; and

WHEREAS, seeing the need to assist the community and many disenfranchised residents, Concerned Clergy and Laity of Christian Churches, Inc. provided its parking lot along Main Street to serve as a distribution, staging, and feeding area; and

WHEREAS, the Concerned Clergy also provided a cooking trailer and additional food supplies so as to ensure that the people of Terrebonne Parish were provided necessary nourishment; and

WHEREAS, thanks to the efforts of the Concerned Clergy, the residents of Terrebonne who were most in need were able receive the assistance they needed.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that

THE CONCERNED CLERGY AND LAITY OF CHRISTIAN CHURCHES, INC.

be commended for its outstanding efforts in helping others in the aftermath of Hurricane Ida.

Presented this 13th day of April, 2022.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

CARL HARDING
DISTRICT 2

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

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STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: G.



Wednesday, April 13, 2022

Item Title:

COMMENDATION: Terrebonne Ministerial Alliance

Item Summary:

COMMENDATION: Commending Terrebonne Ministerial Alliance, Inc. for its outstanding efforts in helping others in the aftermath of Hurricane Ida.

ATTACHMENTS:

Description

Ministerial Alliance

Upload Date

4/8/2022

Type

Backup Material



**CITY OF HOUMA,
LOUISIANA
PARISH OF TERREBONNE**



COMMENDATION

WHEREAS, on August 29, 2021, Hurricane Ida's devastating wind and rain affected nearly every resident of Terrebonne Parish; and

WHEREAS, damage to Terrebonne Parish's utility infrastructure impacted the daily lives, challenging many residents with the task of feeding their families; and

WHEREAS, Terrebonne Ministerial Alliances, Inc., acting in the spirit of charity, energized its membership to provide emergency distribution outlets to provide residents with essential supplies; and

WHEREAS, the members of the Ministerial Alliance handed out hundreds of meals daily; and

WHEREAS, thanks to the efforts of the Ministerial Alliance, the residents of Terrebonne who were most in need were able to receive a daily meal.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that

TERREBONNE MINISTERIAL ALLIANCES, INC.

be commended for their outstanding efforts in helping others in the aftermath Hurricane Ida.

Presented this 13th day of April, 2022.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

CARL HARDING
DISTRICT 2

TERREBONNE PARISH COUNCIL

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DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: H.



Wednesday, April 13, 2022

Item Title:

Recreation District No. 11 - Release from Parish Oversight

Item Summary:

Discussion and possible action relative to releasing Recreation District No. 11 from Parish oversight.

ATTACHMENTS:

Description

Executive Summary

Upload Date

4/5/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Recreation District No. 11 - Release from Parish Oversight

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and possible action relative to releasing Recreation District No. 11 from Parish oversight.

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

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

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

<i>Carl Harding</i>	<i>04/05/2022</i>
_____	_____
Signature	Date



Wednesday, April 13, 2022

Item Title:

Resolution authorizing the Parish President to amend the original agreement with BBEC for services related to the HMGP Hurricane Ida application services

Item Summary:

RESOLUTION: Authorizing the President to amend the original agreement with Barowka and Bonura Engineers and Consultants, LLC (BBEC) for application development, project management and related services for the HMGP Hurricane Ida grant programs for government facilities, infrastructure, drainage, or coastal projects.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/8/2022	Executive Summary
Resolution	4/8/2022	Resolution
Cover Memo	4/8/2022	Cover Memo
HMA Ranking and Scoring	4/8/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE									
Resolution authorizing the President to amend the original agreement with Barowka and Bonura Engineers and Consultants, LLC (BBEC) for application development, project management and related services for the HMGP Hurricane Ida grant programs for government facilities, infrastructure, drainage, or coastal projects.									
PROJECT SUMMARY (200 WORDS OR LESS)									
<p>Resolution authorizing the president to amend the original agreement with Barowka and Bonura Engineers and Consultants, LLC to develop applications and provide project management services as needed for the Hazard Mitigation Grant Program Hurricane Ida funding in addition to the original FEMA programs. The agreement will cover government facilities, infrastructure, drainage, coastal projects or other activities in support of these structures and functions that may be eligible within the HMGP award. The costs for these services are paid for under the awarded grant program.</p> <p>The resolution will also correct a reference on the original contract to a 2019 resolution instead of the 2021 resolution for the award of the original contract.</p>									
PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)									
<p>The funded projects will enable the parish to mitigate damaged structures and rebuild after Hurricane Ida. The grants will pay a procured consultant for project and grant management and authorize the development of the new applications which will be reimbursed by the grant. The purpose of this Resolution is to authorize the Parish President to amend the original agreement with Barowka and Bonura Engineers and Consultants , LLC to provide expert services for the Terrebonne Parish programs for Ida-related HMGP work as needed.</p>									
TOTAL EXPENDITURE									
\$0									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
ACTUAL					ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)									
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:						
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

Chris Pulaski

Signature

April 7, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO AMEND THE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC FOR FEMA HURRICANE IDA HAZARD MITIGATION GRANT PROGRAM APPLICATIONS AND PROJECT AND GRANT MANAGEMENT SERVICES TASK ORDERS AS NEEDED.

WHEREAS, the Terrebonne Parish Consolidated Government procured services for FEMA application development and grant management as required;

WHEREAS, after a formal procurement process was followed requesting and reviewing proposals to provide the application development services and/or project and grant management services as needed, Barowka and Bonura Engineers and Consultants, L.L.C. (BBEC) was awarded the highest ranking of five (5) proposals for the activities described below and entered into a contract dated October 1, 2021 mistakenly referring to resolution 19-320 rather than 21-268 and the Council item title limited to FMA and BRIC programs; and

WHEREAS, the procurement Request for Proposals also included in the same scope of work for Hazard Mitigation Grant Program funds should the Parish have a presidentially declared disaster in 2021; and

WHEREAS, Hurricane Ida struck Terrebonne Parish in August 2021 and as a result the Parish has been awarded Hazard Mitigation Grant Program funding; and

WHEREAS, the Parish benefits from the applications BBEC is qualified to develop for projects designed to reduce risk for public and government facilities, infrastructure, drainage, coastal projects, or any other FEMA approved mitigation activities as necessary for provision of public services, and

WHEREAS, the Parish has an interest in completing the applications as soon as possible;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to amend, subject to approval by legal, the agreement with Barowka and Bonura Engineers and Consultants, LLC to provide the needed application development, project management and related services for the HMGP programs and projects referenced above.

April 7, 2022

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item April 13th, 2022

Please find the following items for your review:

- In October 2021, the Parish underwent a procurement for FWA and BRIC program application development services which was awarded to BBEC. Recent discussions have resulted in a desire to seek portions of the allocated HMGP funding to construct or harden public facilities which will require applications be developed and sent to GOHSEP for review. This amendment to the original agreement is to provide services for the traditional mitigation grants for infrastructure, restoration projects, drainage or government buildings. The firm will be working via task order starting with application development. Legal is currently preparing the amendment, so the Council authorization is subject to the approval of the amendment by Legal.
- The same resolution also corrects a reference on the original contract from October 2021 that made reference to a 2019 resolution instead of the 2021 resolution.

If everything meets with your approval, it is respectfully requested that you place the resolution on the Council Regular Meeting General Business agenda for consideration. If you have any questions, please advise.

APPLICATION DEVELOPMENT, PROJECT and
GRANT MANAGEMENT CONSULTANT
HMA Infrastructure, Hardening and Coastal Projects
Ranking and Scoring 2021

Criteria	Maximum Score	BBEC	QES	Rostan Solutions	HGA	CSRS
Technical Proposal Evaluation	(Worth 75 Points)					
1. Technical Approach/Project Schedule	15	13	15	14	14	14
2. Prior related firm experience	15	14	14	14	14	15
3. Experience of Proposed Personnel	20	15	16	19	17	15
4. Responsiveness to Client Needs	15	11	11	12	12	14
5. Timeliness of Performance	10	6	5	9	6	10
		59	62	68	63	68
Cost Proposal Evaluation	(Worth 25 Points)					
5. Cost	25	25	17	11	10	9
Total Possible Points	100	84	79	79	72	77
Oral Presentations (if held)	20					
Final		84	79	79	72	77

Reviewer Consensus:

Lee W. Jones
Katherine Gilbert
F P B
g. J. J. J.



Wednesday, April 13, 2022

Item Title:

Appointment of ASCE for Roundabout at Valhi/Hollywood

Item Summary:

RESOLUTION: Ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the Valhi-Hollywood Roundabout; and authorizing the execution of an agreement for these services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/8/2022	Executive Summary
Resolution	4/8/2022	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Valhi-Hollywood Roundabout

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint All South Consulting Engineers, LLC to provide engineering services for the Valhi-Hollywood Roundabout project.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide engineering services for the construction of a roundabout at the intersection of Valhi Roadway and Hollywood Roadway.

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

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

Jeanne P. Bray

04/8/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the **Valhi-Hollywood Roundabout**; and authorizing the execution of an agreement for these services.

WHEREAS, Terrebonne Parish Consolidated Government is desirous of constructing a roundabout at the intersections of Valhi Blvd. and Hollywood Road, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled **Valhi-Hollywood Roundabout**, and

WHEREAS, the firm of All South Consulting Engineers, LLC has been selected by Terrebonne Parish President Gordon E. Dove to provide the professional services relative to said project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove for professional services for the **Valhi-Hollywood Roundabout**, and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

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

* * * * *

I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL



Wednesday, April 13, 2022

Item Title:

Electric Generation and Distribution System

Item Summary:

RESOLUTION: Ratifying the appointment of the engineering firm of GIS engineering, LLC to provide engineering services for electric generation and distribution system lost or damaged from Hurricane Ida.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	4/8/2022	Executive Summary
Resolution	4/8/2022	Resolution
Backup	4/8/2022	Backup Material
Backup	4/8/2022	Backup Material
Backup	4/8/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution ratifying the appointment of the engineering firm of GIS engineering, LLC to provide engineering services for electric generation and distribution system lost or damaged from Hurricane Ida

PROJECT SUMMARY (200 WORDS OR LESS)
See above.

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

TOTAL EXPENDITURE			
Per Task Order (Task Order #1 not to exceed \$50,000); will seek reimbursement			
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

April 8, 2022

Date

RESOLUTION NO.

RESOLUTION RATIFYING THE APPOINTMENT OF THE ENGINEERING FIRM OF GIS ENGINEERING, LLC TO PROVIDE ENGINEERING SERVICES FOR ELECTRIC GENERATION AND DISTRIBUTION SYSTEM LOST OR DAMAGED FROM HURRICANE IDA

WHEREAS, the Terrebonne Parish Consolidated Government wishes to select a firm to provide professional services for the electric generation and distribution systems lost or damaged from Hurricane Ida, and

WHEREAS, the engineering firm of GIS Engineering, LLC, has been selected through the Request for Qualifications process; and

WHEREAS, Requests for Qualifications for Engineering Professional Services – Electric Generation and Distributions were received and evaluated by a review committee on March 17, 2022, and

WHEREAS, the review committee included Kandace Mauldin, CFO, Sharon Ellis, Purchasing Manager, Mart Black, Coastal Restoration Director, Ernest Brown, Utilities Director, Cyr LeBoeuf, Electric Generation Superintendent and representative from TPCG consultants, Royal Engineer, Inc., and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the engineering firm of GIS Engineering, LLC, by Terrebonne Parish President Gordon E. Dove for professional engineering services for the Hurricane Ida Restoration Projects; and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an engineering agreement with the engineering firm of GIS Engineering, LLC by Terrebonne Parish President Gordon E. Dove



April 7, 2022

Terrebonne Parish Consolidated Government
Kandace Mauldin, CFO
8026 Main St.
Houma, LA 70360

**RE: RECOMMENDATION TO AWARD
PROFESSIONAL SERVICES-ELECTRIC
GENERATION AND DISTRIBUTION TO GIS
ENGINEERING, LLC**

Dear Ms. Mauldin:

Terrebonne Parish Consolidated Government received responses to a RFQ issued by the parish for Professional Services on its Electric Generation and Distribution plant. These responses were reviewed and scored by a selection committee. After reviewing the selection committee's scores, Royal Engineering/Del Sol Consulting recommends that this project be awarded to GIS Engineering, LLC. The contract will be for a Not to Exceed limit of \$50,000 and the work to be performed is identifying damages and analyzing code requirements set forth for the work on the power plant. This contract will be paid for through insurance proceeds received by the Parish.

If you have any questions or concerns, please feel free to give me a call at 504-810-3964.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. T. Dorris, Jr.'.

Michael T. Dorris, Jr.
Del Sol Consulting, Inc.

Request for Qualifications (Score Sheet)
RFQ: Engineering professional Services-Electric Generation and Distribution
Due Date March 17,2022 at 2:00 pm

Firms		Parish Engineering	Pivotal Engineering, LLC	Red Stick Power, LLC	GIS Engineering, LLC	Process and Controls Engineering, LLC
Evaluation Criteria	Points	Score	Score	Score	Score	Score
General Professional Impression	15	14	14	14	15	11
Completion of Project similar size and cost	20	16	10	10	19	5
Ability and capacity to perform work	20	18	16	16	20	13
Timely delivery of design documents (time schedule and past experience)	20	19	18	17	19	16
Firm's understanding of project (based on available information)	15	14	11	12	15	10
Familiarity with TPCG Facilities	10	10	0	6	10	5
Total	100	91	69	75	98	60

Evaluation Committee:

Sharon Ellis	3/29/2022
Mart J. Black	3/29/2022
Cyr LeBoeuf	3/29/2022
Ernest Brown	3/29/2022
Jason Broussard	3/29/2022
Kandace Mauldin	3/29/2022

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Engineer

AGREEMENT made as of the April day of » in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Engineer's client identified as the Owner:
(Name, legal status, address and other information)

Terrebonne Parish Consolidated Government
8026 W. Main St
Houma, LA 70360

and the Engineer:
(Name, legal status, address and other information)

GIS Engineering
197 Elysian Dr.
Houma, LA 70363

for the following Project:
(Name, location and detailed description)

Hurricane Ida Damages to the:
Houma Generating Station – Electric Generation Power Plant
1551 Barrow St.
Houma, LA 70360

Consisting of three natural gas fired steam-turbine generators (Units 14, 15, 16) including but not limited to all components, machinery, and buildings in which are part of the operation of the power plant.

The Owner and Engineer agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 2 ENGINEER'S RESPONSIBILITIES
- 3 SCOPE OF ENGINEER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit 'A' - RFQ

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Houma Generating Station – Electric Generation Power Plant
1551 Barrow St.
Houma, LA 70360

Consisting of three natural gas fired steam-turbine generators (Units 14, 15, 16) including but not limited to all components, machinery, and buildings in which are part of the operation of the power plant.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Not to exceed amount of fifty thousand dollars (\$50,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

Complete within 60 calendar days from Notice to Proceed

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Identify damaged elements and/or requirements necessary from damages caused by Hurricane Ida and how current codes and standards affect the operations of the generation of electricity in today's technology.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Engineer shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Engineer shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Royal Engineers & Consultants
4298 Elysian Fields Ave, Suite B
New Orleans, LA 70122
504-283-9400

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Engineer's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Del Sol Consulting
101 Brookside Dr.
Mandeville, LA 70471
985-778-7676

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Eustis Engineering, LLC

.2 Civil Engineer:

GIS

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

QCAD

§ 1.1.10 The Engineer identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

<< >>
<< >>
<< >>

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

<< >><< >>
<< >>

.2 Mechanical Engineer:

YKH Consulting, LLC

.3 Electrical Engineer:

Assett Engineering

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

Engineering Professional Services – RFQ Electric Generation and Distribution

§ 1.2 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Engineer shall appropriately adjust the Engineer's services, schedule for the Engineer's services, and the Engineer's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to this Project.

§ 2.5 The Engineer shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Engineer normally maintains, the Owner shall pay the Engineer as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Engineer shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Engineer shall manage the Engineer's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Engineer shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Engineer's written approval.

§ 3.1.5 The Engineer shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Engineer shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Engineer's services.

§ 3.2.2 The Engineer shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Engineer shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Engineer shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Engineer shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Engineer shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Engineer shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Engineer shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Engineer shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Engineer shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Engineer shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Engineer shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Engineer's services under this Agreement unless the Owner and the Engineer amend this Agreement.

§ 3.6.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Engineer issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Engineer.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Engineer shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Engineer's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Engineer's professional judgment, to permit adequate review.

§ 3.6.4.2 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Engineer. The Engineer's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Engineer may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Engineer shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Engineer shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Engineer shall provide the listed Supplemental Services only if specifically designated in the table below as the Engineer's responsibility, and the Owner shall compensate the Engineer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Engineer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Engineer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Engineer or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Engineer, Owner, or not provided)
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	GIS
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	GIS
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	GIS
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Engineer's coordination of the Owner's consultants	GIS
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP

§ 4.1.1.23	Commissioning	NP
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	NP
§ 4.1.1.28	Furniture, furnishings, and equipment design	NP
§ 4.1.1.29	Other services provided by specialty Consultants	NP
§ 4.1.1.30	Other Supplemental Services	GIS

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Engineer's responsibility is provided below.

(Describe in detail the Engineer's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Engineer's Services documents that can be included as an exhibit to describe the Engineer's Supplemental Services.)

Establish a full report that identifies all damages covered as a result of Hurricane Ida and apply any Consensus Based Codes Standards and Specifications (CBCSS) referenced.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner's representative (Royal Engineering) will work with engineer team to format final results into a format suitable for insurance proceeds and/or FEMA reimbursement

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Engineer shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Engineer as provided in Section 11.2.

§ 4.2 Engineer's Additional Services

The Engineer may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Engineer, any Additional Services provided in accordance with this Section 4.2 shall entitle the Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Engineer's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Engineer shall not proceed to provide the following Additional Services until the Engineer receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Engineer is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Engineer.

§ 4.2.2 To avoid delay in the Construction Phase, the Engineer shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Engineer's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Engineer of the Owner's determination. The Owner shall compensate the Engineer for the services provided prior to the Engineer's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Engineer shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Engineer shall notify the Owner:

- .1 (4) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (Weekly) visits to the site by the Engineer during construction
- .3 (Monthly) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Engineer incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (12) months of the date of this Agreement, through no fault of the Engineer, extension of the Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Engineer in this Agreement or authorize the Engineer to furnish them as an Additional Service, when the Engineer requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Engineer's Instruments of Service.

§ 5.12 The Owner shall include the Engineer in all communications with the Contractor that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Engineer's duties and responsibilities set forth in the Contract for Construction with the Engineer's services set forth in this Agreement. The Owner shall provide the Engineer a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Engineer access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish the requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Engineer shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Engineer's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Engineer shall provide such an estimate, if identified as the Engineer's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Engineer, the Procurement Phase has not commenced within 90 days after the Engineer submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Engineer shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Engineer in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Engineer shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Engineer to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Engineer could not reasonably anticipate, the Owner shall compensate the Engineer for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Engineer's services for modifying the Construction Documents shall be without additional compensation. In any event, the Engineer's modification of the Construction Documents shall be the limit of the Engineer's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer and the Engineer's consultants.

§ 7.3 The Engineer grants to the Owner a nonexclusive license to use the Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Engineer and Engineer's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Engineer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Engineer and the Engineer's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Engineer waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with

the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

« »

If the Owner and Engineer do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Engineer grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Engineer under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Engineer's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Engineer the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« 0.00 »

.2 Licensing Fee if the Owner intends to continue using the Engineer's Instruments of Service:

« N/A »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Engineer's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Engineer to execute consents reasonably required to facilitate assignment to a lender, the Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Engineer for review at least 14 days prior to execution. The Engineer shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Engineer.

§ 10.6 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Engineer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Engineer's Basic Services described under Article 3, the Owner shall compensate the Engineer as follows:

.1 Stipulated Sum

(Insert amount)

\$50,000.00

.2 Percentage Basis

(Insert percentage value)

(Based upon the FEMA Curve FEE) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

N/A

§ 11.2 For the Engineer's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Engineer as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not to Exceed \$50,000.00 submitted and based on Hourly Rates as provided in the Proposal Statement.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Engineer as follows:

(Insert amount of, or basis for, compensation.)

By Hourly rate with pre- approved authorization only.

§ 11.4 Compensation for Supplemental and Additional Services of the Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer plus « » percent (« »%), or as follows:

(Insert amount of, or basis for computing, Engineer's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (25	%)
Design Development Phase	« »	percent (20	%)
Construction Documents Phase	« »	percent (25	%)
Procurement Phase	« »	percent (5	%)
Construction Phase	« »	percent (25	%)
« »				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Engineer and the Engineer's consultants are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

GIS Hourly Rates

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (Outside TPCG Area)
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 ~~Printing, reproductions, plots, and standard form documents;~~
- .5 ~~Postage, handling, and delivery;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 ~~Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Engineer's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Engineer's consultants;~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 ~~Site office expenses;~~
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- .12 ~~Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Engineer and the Engineer's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Engineer's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Engineer normally maintains, the Owner shall pay the Engineer for the additional costs incurred by the Engineer for the additional coverages as set forth below:

(Insert the additional coverages the Engineer is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Engineer.)

« »

§ 11.10 Payments to the Engineer

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Engineer of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Engineer's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Engineer's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Engineer.
(Insert rate of monthly or annual interest agreed upon.)

5 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Engineer agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

See Exhibit 'C'

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Engineer
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[x] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

See Exhibit 'B' RFQ

This Agreement entered into as of the day and year first written above.

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

ENGINEER (Signature)

« »« »

(Printed name, title, and license number, if required)

Category Number: 1.
Item Number: L.



Wednesday, April 13, 2022

Item Title:

A RESOLUTION approving the ordering of AV Upgrade Equipment from Crescent Multimedia Solutions through the Louisiana State Contract # 4400023147

Item Summary:

RESOLUTION: Concurring with the Parish Administration approving the ordering of AV Upgrade Equipment from Crescent Multimedia Solutions through the Louisiana State Contract # 4400023147.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	4/11/2022	Executive Summary
Resolution	4/11/2022	Resolution
Quote	4/11/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: approving the ordering of AV Upgrade Equipment from Crescent Multimedia Solutions through the Louisiana State Contract # 4400023147.

PROJECT SUMMARY (200 WORDS OR LESS)

Equipment to upgrade the AV Equipment located in the Council Meeting Room.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To upgrade the AV System.

TOTAL EXPENDITURE

\$223,033.50

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

Sharon Ellis, Purchasing Manager

Signature

April 11, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION approving the ordering of AV Upgrade Equipment from Crescent Multimedia Solutions through the Louisiana State Contract # 4400023147.

WHEREAS, prices were obtained through the Louisiana State Commodity Catalog by the Terrebonne Parish Consolidated Government for the purpose of upgrading the AV Equipment for the Council Meeting Room under Louisiana State Contract # 4400023147, and

WHEREAS, after careful review by the Council, it has been determined that the total price of Two Hundred, Twenty-Three Thousand, Thirty-Three Dollars and Fifty Cents (\$223,033.50) from Crescent Multimedia Solutions under the State Contract Catalog #4400011717, and

WHEREAS, the Parish Administration has recommended the acceptance of the price for the AV Equipment at a cost of Two Hundred, Twenty-Three Thousand, Thirty-Three Dollars and Fifty Cents (\$223,033.50) as per the attached State Purchasing Contract Catalog #4400023147.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the above should be accepted as per the attached forms.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

CRESCENT MULTIMEDIA SOLUTIONS

800 Central Ave
Jefferson, LA 70121

Phone 504-833-6984
Fax 504-301-4384



Name / Address
Terrebonne Parish Council

Quote

LA State Contract # 4400023147			Quote #	Date	Project
			2993	4/8/2022	
Qty	Model/ Catalog/ Item #	Description	Cost	Total	
		CMS-1572 - Terrebonne Parish Council Chambers AV System, Phase 1			
3	1146503 / MON-1	LCD Touch Monitor 22	343.00	1,029.00	
13	1146872 / Rack-42	Small Power Strip	138.00	1,794.00	
11	1146653 / TX-9	Platininum Encoder	1,622.00	17,842.00	
1	1146636 / VSW-15	Video Switcher 8x8 Matrix 88 w/Control	11,219.00	11,219.00	
4	1146671 / CAM-9	Platinum PTZ Camera	5,918.00	23,672.00	
1	1146650 / TX-6	Video Transmitter/Switcher - Multi-Input	939.00	939.00	
4	1146777 / Mount-29	Camera Mount - Medium	274.00	1,096.00	
2	1146910 / Cable-25	Large Desk Cable Cubbie	905.00	1,810.00	
4	1146622 / VSW-1	Video Switcher Input Card Video Over Cat	743.00	2,972.00	
1	1146688 / WV-4	Enterprise Collaboration Connection Point	2,459.00	2,459.00	
20	1146580 / MIC-5	Vertical Microphone Array	519.00	10,380.00	
1	1146578 / MIC-3	Desktop Gooseneck Microphone 18	434.00	434.00	
15	1146532 / SPK-1	Wall Mount Speaker Small	139.00	2,085.00	
12	1146541 / SPK-10	Ceiling Mounted Speaker 8	274.00	3,288.00	
4	1146550 / Amp-4	Audio Amplifier 300w Multi-Channel	1,435.00	5,740.00	
1	1146549 / Amp-3	Audio Amplifier 200w Multi-Channel	1,142.00	1,142.00	
1	1146565 / DSP-8	Card Frame Audio Processor	4,541.00	4,541.00	
3	1146561 / DSP-4	12 mic/line level inputs, 8 mic/line level outputs	1,755.00	5,265.00	
2	1146747 / CTRL-58	Network 24 Port Switch+ Poe	3,784.00	7,568.00	
1	1146616 / DA-3	Video HDMI Distribution Amplifier 1X6, Premium Low Profile	872.00	872.00	
2	1146628 / VSW-7	Video Switcher Cage Up To 8 Outputs	1,351.00	2,702.00	
3	1146624 / VSW-3	Video Switcher Input Card Video Over Cat w/Control	878.00	2,634.00	
FROM CONCEPT TO COMPLETION. YOUR COMPLETE COMMERCIAL AUDIO VISUAL SOLUTIONS PROVIDER.			Subtotal		
			Sales Tax (0.0%)		
			Total		

CRESCENT MULTIMEDIA SOLUTIONS

800 Central Ave
Jefferson, LA 70121

Phone 504-833-6984
Fax 504-301-4384



Name / Address
Terrebonne Parish Council

Quote

LA State Contract # 4400023147			Quote #	Date	Project
			2993	4/8/2022	
Qty	Model/ Catalog/ Item #	Description	Cost	Total	
2	1146747 / CTRL-58	Network 24 Port Switch+ Poe	3,784.00	7,568.00	
1	1146696 / CTRL-7	Control Processor PRO, 1 Gig RAM, USB, Expandable	3,851.00	3,851.00	
5	1146714 / CTRL-25	Control C Touch Panel Interface	1,351.00	6,755.00	
16	1146709 / CTRL-20	Control LCD Touch Screen C 5	878.00	14,048.00	
5	1146725 / CTRL-36	Cameo Keypad	243.00	1,215.00	
1	1146921 / Kit-3	Large-Equipment Storage, Cable Bundle, AV Plate	4,384.00	4,384.00	
1	1146878 / Rack-48	Network UPS Medium	1,833.00	1,833.00	
1,750	1146917 / Cable-32	14-2 Speaker Cable	0.43	752.50	
2,500	1146915 / Cable-30	Cat 6 S Cable	0.76	1,900.00	
4	1146891 / Cable-6	HDMI 6'	50.00	200.00	
4	1146899 / Cable-14	HDMI S 12'	24.00	96.00	
18	1146503 / MON-1	LCD Touch Monitor 22	343.00	6,174.00	
3	1146653 / TX-9	Platinium Encoder	1,622.00	4,866.00	
3	1146617 / DA-4	Video HDMI Distribution Amplifier 1X8	676.00	2,028.00	
6	1146897 / Cable-12	HDMI S 6'	16.00	96.00	
6	1146898 / Cable-13	HDMI S 9'	20.00	120.00	
6	1146899 / Cable-14	HDMI S 12'	24.00	144.00	
300	1146915 / Cable-30	Cat 6 S Cable	0.76	228.00	
FROM CONCEPT TO COMPLETION. YOUR COMPLETE COMMERCIAL AUDIO VISUAL SOLUTIONS PROVIDER.			Subtotal		
			Sales Tax (0.0%)		
			Total		

CRESCENT MULTIMEDIA SOLUTIONS

800 Central Ave
Jefferson, LA 70121

Phone 504-833-6984
Fax 504-301-4384



Name / Address
Terrebonne Parish Council

Quote

LA State Contract # 4400023147			Quote #	Date	Project
			2993	4/8/2022	
Qty	Model/ Catalog/ Item #	Description	Cost	Total	
601	1146943 / Install	Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from the contract. Installation is to be used only at the time of the purchase of the component(s) from the State contract. The installation charge is not to be used for configuration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.	92.00	55,292.00	
<i>FROM CONCEPT TO COMPLETION. YOUR COMPLETE COMMERCIAL AUDIO VISUAL SOLUTIONS PROVIDER.</i>			Subtotal		
			\$223,033.50		
			Sales Tax (0.0%)		
			\$0.00		
			Total		
			\$223,033.50		



Wednesday, April 13, 2022

Item Title:

Veteran's Program

Item Summary:

Mr. Johnny Smith wishes to address the Council to discuss a Veteran's Program that he and his group are putting on to honor veterans in the month of May.

ATTACHMENTS:

Description

Veterans First

Upload Date

4/4/2022

Type

Backup Material



PUTTING VETERANS FIRST

Main Branch Library
10:00 AM

March 19th Large Meeting Room
April 23rd DE Room
May 21st DE Room

Representatives from local agencies
will be sharing how Veterans can gain
access to physical & mental health
benefits & resources.

For more information, please contact
Kati Callais at 985-876-5861, ext. 233 or
kcallais@mytpl.org





Wednesday, April 13, 2022

Item Title:

Dr. Zach Lea - Oyster Industry Development

Item Summary:

Dr. Zach Lea wishes to address the Council relative to oyster industry development.

ATTACHMENTS:

Description

Backup Material

Upload Date

4/8/2022

Type

Backup Material

SPEAKER CARD

Please complete this card and turn in to **COUNCIL CHAIRPERSON** or **COUNCIL CLERK** prior to the start of the meeting.

If you wish to address the Council relative to:

☐ Approval of Minutes

☐ Approval of Accounts Payable Bill Lists

☐ Approval of Manual Check Lists

☐ Staff Reports

☐ Item under "General Business"

☐ Committee Reports

☒ Other

Please note before submitting speaker card.

NOTE: All public comments must be addressed to the Council as a whole. Addressing individual Council members or staff is not allowed. Speakers should be courteous in their choice of words or actions and comments shall be limited to the issue and cannot involve individuals or staff related items.

Name: Dr. Zach Lea

Date: 04/08/22

Address, Affiliation, or Representation:

I wish to address the Council regarding:

Oyster Industry Development



Wednesday, April 13, 2022

Item Title:

Lucretia McBride - Application Submitted for Council Review

Item Summary:

Ms. Lucretia McBride wishes to address the Council relative to applications submitted for Council review.

ATTACHMENTS:

Description

Speaker Card

Upload Date

4/11/2022

Type

Cover Memo

SPEAKER CARD

Please complete this card and turn in to COUNCIL CHAIRPERSON or COUNCIL CLERK prior to the start of the meeting.

If you wish to address the Council relative to:

___ Approval of Minutes

___ Approval of Accounts Payable Bill Lists

___ Approval of Manual Check Lists

___ Staff Reports

___ Item under "General Business"

___ Committee Reports

___ Other

Please note before submitting speaker card.

NOTE: All public comments must be addressed to the Council as a whole. Addressing individual Council members or staff is not allowed. Speakers should be courteous in their choice of words or actions and comments shall be limited to the issue and cannot involve individuals or staff related items.

Name: Lucretia McBride

Date: 04.11.22

Address, Affiliation, or Representation:

I wish to address the Council regarding:

Application submitted for Council review

RECEIVED
APR 11 2022

TERREBONNE PARISH
COUNCIL

Category Number: 2.
Item Number: D.



Wednesday, April 13, 2022

Item Title:

Speaker Cards

Item Summary:

As per speaker cards.



Wednesday, April 13, 2022

Item Title:

2022 Various Items for Budget Amendment

Item Summary:

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. Louisiana Highway Safety Commission Grant Award, \$81,585
- II. Houma Police Dept-LCLE Grant, \$101,250
- III. Houma Police Department-LCLE Grant, \$22,169
- IV. General Fund-Council Meeting Room, \$145,000
- V. Hazard Mitigation Plan, \$86,921
- VI. FMA Elevation Program, \$1,496,545
- VII. Bayou Country Sports Park, \$500,000
- 1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	3/17/2022	Executive Summary
2022 Various Items for Budget Amendment	3/17/2022	Budget Amendment
2022 Various Items for Budget Amendment	3/17/2022	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. <div><div>I.</div><div>Louisiana Highway Safety Commission Grant Award, \$81,585</div></div> <div><div>II.</div><div>Houma Police Dept-LCLE Grant, \$101,250</div></div> <div><div>III.</div><div>Houma Police Department-LCLE Grant, \$22,169</div></div> <div><div>IV.</div><div>General Fund-Council Meeting Room, \$145,000</div></div> <div><div>V.</div><div>Hazard Mitigation Plan, \$86,921</div></div> <div><div>VI.</div><div>FMA Elevation Program, \$1,496,545</div></div> <div><div>VII.</div><div>Bayou Country Sports Park, \$500,000</div></div>

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

March 16, 2022
Date

ORDINANCE NO. _____

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. Louisiana Highway Safety Commission Grant Award, \$81,585
- II. Houma Police Dept-LCLE Grant, \$101,250
- III. Houma Police Department-LCLE Grant, \$22,169
- IV. General Fund-Council Meeting Room, \$145,000
- V. Hazard Mitigation Plan, \$86,921
- VI. FMA Elevation Program, \$1,496,545
- VII. Bayou Country Sports Park, \$500,000

SECTION I

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved for a grant from the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2022 LHSC Grant in the amount of Eighty-one Thousand Five Hundred Eighty-five dollars (\$81,585) for the Terrebonne Parish Consolidated Government, and

WHEREAS, the Federal Fiscal Year 2022 LHSC is part of the LHSC statewide Fatal and Injury Reduction Effort, and the primary objective of this effort is to reduce fatal and injury crashes on Louisiana roads.

NOW, THEREFORE BE IT ORDAINED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the grant from the Louisiana Highway Safety Commission. (Attachment A)

SECTION II

WHEREAS, the Parish received funds from Louisiana Commission on Law Enforcement (LCLE) and the Administration of Criminal Justice Fiscal Year 2021-2022

WHEREAS, the funding is as follows, Crime Victim Assistance Grant (Grant #2019-VA-01-6074) for \$101,250, which includes 80% federal funds of \$81,000, and a 20% in-kind match of \$20,250, and

WHEREAS, the 2020-2021 Crime Victim Assistance Grant (Grant #2019-VA-01-6074) SANE Nurse Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for a 7-parish region and will interact with persons/departments to ensure the program runs smoothly.

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 reflect the funding of the Crime Victim Assistance Grant Award. (Attachment B)

SECTION III

WHEREAS, the Parish received funds from Louisiana Commission on Law Enforcement (LCLE) and the Administration of Criminal Justice Fiscal Year 2022 Multi-Task Grant (Grant #2019-DJ-6210) for \$21,333, and

WHEREAS, the funding is as follows, 2020 Multi-Task Grant (Grant #2019-DJ-6210) for \$22,169, which includes 83% federal funds of \$18,474, and a 17% in-kind match of \$3,695, and

WHEREAS, the 2022 Multi-Task Grant (Grant #2019-DJ-6210) will provide funding for joint policing efforts between the Houma Police Department and the Assumption Parish Sheriff's Office relating to substance abuse criminal activities.

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 reflect the funding of the Multi-Task Grant. (Attachment C)

SECTION IV

WHEREAS, Administration is requesting funding of \$145,000 for the audio and visual upgrades in the Council Meeting Room, and

WHEREAS, the funding source is from the General Fund, fund balance, PEG fund balance and the PEG Computer Equipment 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 Council Meeting Room upgrades. (Attachment D)

SECTION V

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding as a result of the yearly Predisaster Mitigation program through the Federal Emergency Management Agency and the National Flood Insurance Program,

WHEREAS, by communication from the GOHSEP dated November 2, 2020, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance to update the Hazard Mitigation Plan was approved by FEMA September 4, 2020, and

WHEREAS, the approved funding for the Hazard Mitigation Plan is as follows:

Federal Share (74%)	\$64,208
Non-Federal Share (26%)	<u>22,713</u>
Total Project Award:	\$86,921

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 Hazard Mitigation Plan. (Attachment E)

SECTION VI

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding as a result of the yearly Flood Mitigation Assistance program through the Federal Emergency Management Agency and the National Flood Insurance Program,

WHEREAS, by communication from the GOHSEP dated July 8, 2021, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance to elevate repetitive loss structures was approved by FEMA May 4, 2021, and

WHEREAS, the approved funding for the elevation of approximately eight (8) flood damaged structures in the Parish is as follows:

Federal Share (91%)	\$1,363,797.11
Non-Federal Share (9%)	<u>132,748.29</u>
Total Project Award:	\$1,496,545.40

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 FMA Elevation Program. (Attachment F)

SECTION VII

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, and

WHEREAS, Terrebonne Parish Consolidated Government and the Department of the Treasury, State of Louisiana has entered into a cooperative endeavor agreement for the Bayou Country Sports Park, and

WHEREAS, Act 120 of the 2021 Regular Legislative Session of the Louisiana Legislature appropriated \$500,000, Five Hundred Thousand dollars to Terrebonne Parish Consolidated Government for the Bayou Country Sports Park, and

WHEREAS, the funding will be used to provide recreational opportunities to the citizens of the State, and specifically Terrebonne Parish and the surrounding area.

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 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment G)

SECTION VIII

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 IX

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 X

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 - Houma Police Department

	2022		
	Adopted	Change	Amended
LHSC Year Long Program		(81,585)	(81,585)
Fund Balance (increase)		81,585	81,585

ATTACHMENT B - Houma Police Department

	2022		
	Adopted	Change	Amended
LHSC Year Long Program	-	(81,000)	(81,000)
Other Fees	87,873	81,000	168,873

ATTACHMENT C - Houma Police Department

	2022		
	Adopted	Change	Amended
Overtime Pay		13,023	13,023
Other Fees		5,451	5,451
Multi-task Force		(18,474)	(18,474)
Univ Hiring/Multi Task Grants		(13,023)	(13,023)
Fund Balance (increase)		13,023	13,023

ATTACHMENT D - General Fund

	2022		
	Adopted	Change	Amended
Office Equipment		145,000	145,000
PEG Computer Equipment	80,668	(40,000)	40,668
Fund Balance (decrease)	n/a	(105,000)	n/a

ATTACHMENT E - PDMC/RFC Grants

	2022		
	Adopted	Change	Amended
PDMC PL-06-LA-2018-001		86,921	86,921
PDMC PL-06-LA-2018-002		(64,208)	(64,208)
PDMC PL-06-LA-2018-003		(22,713)	(22,713)

ATTACHMENT F - FMA Flood Mitigation

	2022		
	Adopted	Change	Amended
FMA PJ-06-LA-2019-05		1,496,545	1,496,545
FMA PJ-06-LA-2019-06		(1,363,797)	(1,363,797)
FMA PJ-06-LA-2019-07		(132,748)	(132,748)

ATTACHMENT G - Bayou Country Sports Park

	2022		
	Adopted	Change	Amended
Bayou Country Sports Park	1,382,963	500,000	1,882,963
Act 120 of 21 Reg Session-BCSP		(500,000)	(500,000)

Terrebonne Parish Consolidated Government
Public Safety Fund
Budget Amendment
2/24/2022

	Current	Adjustment	Final
204-000-6342-04 LHSC Year Long Program	0	81,585	81,585
204-000-5111-00 Fund Balance		(81,585)	

To add \$81,585 of new awarded funds for the Houma Police Department Overtime Traffic Safety Enforcement Program. The budget was added to the expense accounts, but the revenue was not added because we had not received the new contract yet.

Section I



JOHN BEL EDWARDS
GOVERNOR

Lisa Freeman
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission
January 4, 2022

Captain Bobbie O'Bryan
Project Director
Houma Police Department
500 Honduras Street
Houma, LA 70360

RE: High Visibility Traffic Safety Enforcement -- Houma Police Department
2022-30-26
\$81,585.00

Dear Captain O'Bryan:

Enclosed please find a finalized copy of the contract for your files. You are hereby authorized to commence work as stipulated in the contract.

Please file your electronic claims for reimbursement on a monthly basis in accordance with the terms provided in the subgrant agreement and as described in the LHSC Subgrant Manual which is available on our website <http://lahighwayafety.org/grant.html#forms>. Electronic claims should be submitted to LHSCclaims@dps.la.gov.

If you have any questions, please contact the LHSC Program Coordinator listed below at (225) 925-6991.

Sincerely,

Cedina Benton
PTS Contractor/Coordinator
Louisiana Highway Safety Commission

TB:cw

cc: Finance
LHSC Finance
LHSC File

"BUCKLE UP LOUISIANA - WE CARE"
P.O. BOX 66336, BATON ROUGE, LA 70896
(225) 925-6991

SUB-GRANT BETWEEN STATE OF LOUISIANA

DEPARTMENT OF PUBLIC SAFETY
Public Safety Services
Louisiana Highway Safety Commission

and

SUB-GRANTEE: Terrebonne Parish Consolidated Government SUB-GRANTEE UNIQUE
IDENTIFIER NUMBER: WTBJJFPVF5K8

PROJECT TITLE: High Visibility Traffic Safety Enforcement

FEDERAL AWARDDING AGENCY: U.S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC
SAFETY ADMINISTRATION (NHTSA)

SUBGRANTEE PERIOD OF PERFORMANCE: Begin Date: 10/01/2021 End Date: 9/30/2022

<u>AWARD DESCRIPTION</u>	<u>ASSISTANCE LISTING NUMBER</u>	<u>FAIN NUMBER</u>	<u>AMOUNT AWARDED GRANTEE</u>	<u>D/N*</u>
164 Transfer Funds-AL	20.608	69A37521300001640LAA	\$55,870.00	N
FAST Act NHTSA 402	20.600	69A37522300004020LA0	\$25,715.00	N

TOTAL FEDERAL AWARD: \$81,585.00

**Per NHTSA guidance State sub-grants are discretionary*

SUB-GRANTEE 0
MATCHING FUNDS AMOUNT:

SUB-GRANTEE PROJECTED PROGRAM INCOME:

BUDGET: (Attached)



X X X X

RESEARCH AND DEVELOPMENT AWARD: NO

LDR #: EXEMPT

SRM NUMBER (ISIS/LAGOV)

PROJECT NUMBER: 2022-30-26

FEDERAL EMPLOYER TAX ID NUMBER 726001390

STATE VENDOR NUMBER: 310003005

IMPLEMENTING AGENCY NAME:

(If different from Sub Grantee Name)

Houma Police Dept

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐

CONSULTING SERVICES ☐

SOCIAL SERVICES ☐

PERSONAL SERVICES AGENCY ☐

GOVERNMENTAL ☒

COOPERATIVE ENDEAVOR ☐

DS
BO

A. Scope of Services

Conduct high visibility traffic safety enforcement overtime in support the Louisiana Highway Safety Commission (LHSC).

B. Sub-grantee Performance Measures:

Number of fatalities involving a driver or motorcycle operator with BAC at 0.08 or greater

Number of unrestrained passenger vehicle occupant fatalities

Number of enforcement hours conducted

Number of impaired driving checkpoints conducted/participated in

Number of impaired driving saturation patrols conducted

Number of occupant protection checkpoints conducted/participated in

Number of occupant protection saturation patrols conducted

Number (or percent) of nighttime occupant protection enforcement hours conducted

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C. Sub-grantee Performance Targets

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1. This sub-grant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2022 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.
2. The sub-grantee agrees to support the LHSC statewide performance targets as listed on the LHSC website at: www.lahighwaysafety.org/
3. Impact the following parish/local target(s): Terrebonne
 - Reduce impaired driving related fatal crash rate 1 percent in target area.
 - Reduce unrestrained fatalities 1 percent in target area.
 - Increase occupant protection use rate by 1 percent in target area.
 - Reduce motorcyclist fatalities 1 percent in target area.
 - Reduce fatal crashes involving drivers age 20 or younger by 1 percent in target area.
4. Sub grantee Specific Performance Target(s):
 - a. Complete at least 90% of the contracted overtime enforcement hours by the end of the contract period.
 - b. Conduct/participate in at least four (4) day or night Occupant Protection (OP) Checkpoints, one per quarter, throughout the contract year.
 - c. Conduct/participate in at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Tickets campaign
 - d. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.
 - e. Conduct/participate in at least four (4) DWI Checkpoints and or Saturation Patrol efforts, one per quarter, throughout the contract year.
 - f. Work each of the twelve months of the performance period with special emphasis on the five waves listed under E. Sub-grant Requirements

D. Sub-grantee Deliverables:

1) Evidence-Based Enforcement Plan

- a) All agencies must use an evidence-based enforcement approach for this sub grant. Evidence-based enforcement requires your agency to:
 - i) Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located on-line at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: <http://crashdata.lsu.edu/> and the



National Highway Traffic Safety Administration (NHTSA) at: <https://www.nhtsa.gov/data>. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources.

- ii) Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.
- iii) Document (i) and (ii) above.

2) Other Special Conditions for Enforcement

- a) The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.
- b) Your agency will be considered to comply with LHSC performance expectations as long as they can demonstrate completion of enforcement activity efforts with some measure of success. Failure to achieve any performance expectation will not exclude your agency from consideration for future funding.

3) Occupant Protection Enforcement

If your sub-grant includes Occupant Protection Enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data and your evidence-based enforcement plan. Based on the statewide problem identification to reduce unrestrained fatalities, your agency is required to employ the following strategies:

- a) **Nighttime Drivers**
All agencies are required to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.
- b) **Pickup Truck Drivers**
All agencies are required to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.
- c) NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your jurisdiction, which is 93.2 for Terrebonne Parish. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

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Your agency is encouraged to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

4) Impaired Driving Enforcement

If your sub-grant includes Impaired Driving Enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data and your evidence-based enforcement plan. Based on the statewide problem identification to reduce alcohol-impaired driving fatalities, your agency is required to employ the following strategies and measures:

- a) When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson located at the listed link below.
<http://www.lasc.org/opinions/2000/00kk0015.opn.pdf>

Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development, (225) 925-6202

- b) Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under E. Sub grant Requirements #7.
- c) Conduct Impaired Driving checkpoints and/or saturation patrols at high-risk locations within your jurisdictions.
- d) Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities.
- e) NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the impaired driving related fatal crash rate in your jurisdiction which is 44.44 for Terrebonne Parish in 2020. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- f) Encourage SFST Certifications for all officers working DWI overtime enforcement.
- g) Your agency is encouraged to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police.
- h) Provide press release notice of your agencies scheduled DWI checkpoints on grant overtime to: terry.chustz@la.gov
- i) Clearly document Impaired Driving checkpoints and/or saturation patrols, and your agencies supporting PI&E activities, on the monthly LHSC reimbursement forms Annexes B and the online Annex C.



- j) Expend no more than 40% of Impaired Driving funds to conduct Impaired Driving checkpoints.
- k) Your agency is encouraged to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary training. For information and/or training contact the LHSC LADRIVING training coordinator, Cory Reece, at: Cory.Reece@la.gov or ladriving@la.gov

5) Other Traffic Safety Activities

- a) **Speed Enforcement:** If your contract includes Speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- b) **Juvenile Underage Drinking Enforcement:** If your contract includes juvenile underage drinking enforcement (JUDE) your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events), and areas where underage procurement and consumption are identified.
- c) **Motorcycle Enforcement:** All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.
- d) **Moving or Other Hazardous Violations Enforcement.** Take appropriate enforcement action on other hazardous moving violations observed during grant- funded overtime and report those actions on monthly Annex C reports.
- e) **Pedestrian and Non-Motorized Enforcement:** If your contract includes Non-Motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- f) **Rail Grade Enforcement:** If your contract includes Rail Grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity

efforts with some measure of success.

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6) Earned Media

- a) Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year by November 30, 2021.
- b) Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained Nighttime Enforcement of the State's seat belt and child passenger safety laws.
- c) Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs from APR 23-30, 2022.
- d) Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs from November 22-28, 2021 and the Click it or Ticket National Mobilization that runs from May 23- June 5, 2022.
- e) Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Drive Sober or Get Pulled Over traffic safety campaign during the first week of the campaign that runs from DEC 17, 2021-JAN 1, 2022.

No Attachments

DS
Page 7



E. Sub-grant Requirements

1. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.
2. The LHSC supports Louisiana's Strategic Highway Safety Plan (SHSP) Regional Traffic Safety Coalitions. All sub-grantees are strongly encouraged to participate in their regional Traffic Safety Coalition. **For coalition meeting information, please visit www.destinationzerodeaths.com.**
3. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.
4. Notify the LHSC Commission members and LHSC staff members prior to activities and events conducted in support of this sub-grant.
5. Earned media:
 - a. Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws.
 - b. You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency's traffic safety efforts.
 - c. The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below.
6. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet and indicated on the Annex C.
7. Support the LHSC/National Highway Traffic Safety Administration campaigns for occupant protection and impaired driving.

Occupant Protection

Click It or Ticket Thanksgiving
Buckle Up in Your Truck
Click It or Ticket National Mobilization

November 22-28, 2021
April 23-30, 2022
May 23-June 5, 2022

Impaired Driving

Drive Sober or Get Pulled Over Christmas/New Year
Drive Sober or Get Pulled Over Mardi Gras
Underage Drinking Prevention Month
Drive Sober or Get Pulled Over Independence Day
Drive Sober or Get Pulled Over National Mobilization

December 17, 2021 - January 1, 2022
February 18 – March 1, 2022
April 1-30, 2022
July 1-5, 2022
August 19 – September 5, 2022

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8. Your agency is required to:
- Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.
 - Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator.
9. If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in **Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49)**. All out of state travel will be subject to prior approval by the LHSC.
- Routine in-state travel is mileage at approved state rate only, out-of-state travel will include lodging, mileage, airfare, and conference registration fees, hotel and airport parking, and taxi/shuttle transportation. Out-of-state destinations shall include highway safety related conference only. Travel not specified on the sub-grant budget summary page must be submitted in writing and approved in advance by the LHSC Executive Director.
- Submit requests for out-of-state conference travel to LHSC within the first quarter of the sub-grant year or within 90 days of received an approved sub-grant. Extension of this period must be specifically approved by the LHSC. Requests for travel cost reimbursements must include a **Travel Expense Account Form (DPSMF1382)**. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel.
10. If included as part of this sub-grant agreement, the agency will make any LHSC approved equipment or other purchases in the first quarter of the sub-grant or within 90 days of receiving an approved sub-grant. Prior to placing the order, the agency will submit specifications for the items to be ordered to the LHSC Program Coordinator for review and approval. Once approval is received, the agency may order approved items. All purchases must be in accordance with State of Louisiana purchasing guidelines. For additional information, please refer to the LHSC Sub-grant Manual and the Louisiana Office of State Procurement website – <https://www.doa.la.gov/Pages/osp/Index.asp>

11. Your agency agrees to work with the LHSC Law Enforcement Liaison (LEL) assigned to your area:

David Landry (Troop C)

Phone #: (225)806-0404 Email: dlandry76@charter.net

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F. Funding

1. Funding for this sub-grant begins on October 1, 2021 and ends September 30, 2022. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Sub-grants apply to this sub-grant.

The LHSC funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

G. Project Reporting, Monitoring, and Evaluation

1. Complete reimbursement claims, including applicable Annexes must be submitted on a monthly basis. Your agency will receive claim packets or a link to claim packets prior to your first submission due date. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission. Claims needing corrections/revisions will be returned to the submitting agency for corrections which will result in a delay of your agency's reimbursement. **Important Reminder: Final claims for reimbursement must be received by October 30, 2022.**

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: Cedina Benton

Sub-grantee agrees that project activities, reporting, monitoring, and evaluation will be in accordance with the current LHSC Manual for Sub-grants which includes Certifications and Assurances required by all federal fund sub-grantees and is available for review at

www.lahighwaysafety.org

Sub-grantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. Incomplete or incorrect claim forms will not be processed by LHSC. They will be returned to the sub-grantee. All claims must be submitted as directed by LHSC Coordinator.

2. All records and supporting documentation related to this sub-grant must be maintained by the agency for the current year plus five (5) years.
3. The sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this agreement is terminated and/or a lawsuit is filed. Specifically, the sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.
4. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of sub-grantee which relate to this agreement.

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H. Taxes

Before the sub-grant may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Sub-grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Sub-grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the sub-grant resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the sub-grantee fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the sub-grant and without penalty.

I. Termination for Cause

Should the State determine that the sub-grantee has failed to comply with the Sub-grant's terms; the State may terminate the Sub-grant for cause by giving the sub-grantee written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Sub-grant shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the sub-grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the sub-grant to make the corrections or the State may notify the sub-grantee of the Sub-grant termination date.

If the sub-grantee seeks to terminate the Sub-grant, the sub-grantee shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

J. Termination for Convenience

State may terminate the Sub-grant at any time without penalty by giving thirty (30) days written notice to the sub-grantee of such termination or negotiating with the sub-grantee termination date. Sub-grantee shall be entitled to payment for deliverables in progress; to the extent the State determines that the work is acceptable.

K. Remedies for Default

Any claim or controversy arising out of this sub-grant shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

L. Other Remedies

If the sub-grantee fails to perform in accordance with the terms and conditions of this Sub-grant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the sub-grantee and proceeding against any surety of the Contractor.

M. Governing Law

This Sub-grant shall be governed by and interpreted in accordance with the laws of the State of Louisiana,

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including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Sub-grant. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Sub-grant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

N. E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Sub-grant.

O. Record Ownership

All records, reports, documents and other material delivered or transmitted to sub-grantee by State shall remain the property of State, and shall be returned by sub-grantee to State, at Contractor's expense, at termination or expiration of the Sub-grant. All material related to the Sub-grant and/or obtained or prepared by sub-grantee in connection with the performance of the services sub-granted for herein shall become the property of State, and shall be returned by sub-grantee to State, at Contractor's expense, at termination or expiration of the Sub-grant.

P. Contractor's Cooperation

The sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Sub-grant is terminated and/or a lawsuit is filed. Specifically, the sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Q. Assignability

Contractor may assign its interest in the proceeds of this Sub-grant to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the sub-grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the sub-grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, sub-grantee shall only transfer an interest in the Sub-grant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

R. Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this sub-grant for a period of five years from the date of final payment under the prime sub-grant and any subcontract. The sub-grantee and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. sub-grantee and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

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BO**S. Fiscal Funding**

The continuation of this sub-grant is contingent upon the appropriation of funds to fulfill the requirements of the sub-grant by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the sub-grant, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the sub-grant, the sub-grant shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

T. Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this sub-grant without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this sub-grant.

U. Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Sub-grant and debarment from future Contracts.

V. Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

W. Confidentiality

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the sub-grantee in carrying out this Sub-grant. Sub-grantee shall use protecting measures that are the same or more effective than those used by the State. Sub-grantee is not required to protect information or data that is publicly available outside the scope of this Sub-grant; already rightfully in the Contractor's possession; independently developed by the sub-grantee outside the scope of this Sub-grant; or rightfully obtained from third parties.

Under no circumstance shall the sub-grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

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X. Amendments

Any modification to the provisions of this Sub-grant shall be in writing, signed by all parties, and approved by the required authorities.

Y. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any for \$100,000 or more and for any sub-grant with five or more employees, the sub-grant certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the sub-grantee and any subcontractors shall, for the duration of this sub-grant, refrain from a boycott of Israel. The State reserves the right to terminate this sub-grant if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this sub-grant.

Z. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the sub-grantee must present evidence of such compliance annually and upon request. The sub-grantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

AA. Code of Ethics

The sub-grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Sub-grant. The sub-grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Sub-grant.

LHSC SUBGRANT MANUAL ACKNOWLEDGEMENT:

Review LHSC Subgrant Manual

DocuSigned by:
Bobbie O'Bryan
57464931A92743C...

10/17/2021 | 12:48 PM EDT

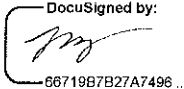
This signature acknowledges that I have READ/REVIEWED/RECEIVED, UNDERSTOOD, and AGREE to the Terms and Conditions set forth in the LHSC Sub grant Manual. I will adhere to all provisions set forth in the sub grant manual.

Sub-grant Approval

This sub-grant is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

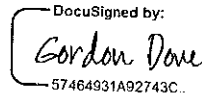
THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day 10/19/2021 | 12:38 PM CDT

STATE AGENCY SIGNATURE:

DocuSigned by:

66719B7B27A7496 ..

Executive Director and Governor's Highway Safety
Representative
7919 Independence Blvd
Phone# (225) 925-6991 Fax# (225) 922-0517

SUB-GRANT AUTHORIZING SIGNATURE

DocuSigned by:

57464931A92743C ..

Title: Parish President

LOUISIANA HIGHWAY SAFETY COMMISSION
FFY 2022 BUDGET

Contractor: Houma Police Department					2022-30-26		
1. PERSONAL SERVICES (Salaries and Benefits)					AMOUNTS		TOTAL
Salaries/Wages:		Fund	Hourly Rate	Total Hours	LHSC Federal Funds	Matching Funds/ Program Income	PROJECT COSTS
Title or Activity		Select Below					
Occupant Protection Enforcement OT		402	\$37	695.00	\$25,715.00		\$25,715.00
Impaired Driving Enforcement (AL only) OT		164AL	\$37	810.00	\$29,970.00		\$29,970.00
JUDE OT		164AL	\$37	700.00	\$25,900.00		\$25,900.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Subtotal Salaries					\$81,585.00	\$0.00	\$81,585.00
Related Benefits		Fund (Select Below)					
							\$0.00
							\$0.00
							\$0.00
Subtotal Related Benefits					\$0.00	\$0.00	\$0.00
TOTAL SALARIES AND RELATED BENEFITS					\$81,585.00	\$0.00	\$81,585.00
2. TRAVEL (SELECT BELOW)		Fund (Select Below)	Description				
							\$0.00
							\$0.00
							\$0.00
Subtotal Travel					\$0.00	\$0.00	\$0.00
TOTAL PERSONAL SERVICES					\$81,585.00	\$0.00	\$81,585.00
3. CONTRACTUAL SERVICES		Provider Name	Fund (Select Below)	Description			
							\$0.00
							\$0.00
							\$0.00
							\$0.00
TOTAL CONTRACTUAL SERVICES					\$0.00	\$0.00	\$0.00
4. OPERATING SERVICES LIST		Fund (Select Below)					
							\$0.00
							\$0.00
							\$0.00
TOTAL OPERATING SERVICES					\$0.00	\$0.00	\$0.00
5. SUPPLIES		Fund (Select Below)	# Items	Price Per			
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTAL SUPPLIES					\$0.00	\$0.00	\$0.00
6. EQUIPMENT		Fund (Select Below)	Number	Per Unit \$			
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTAL EQUIPMENT					\$0.00	\$0.00	\$0.00
7. INDIRECT COSTS		Type Rate: (Select)-->	Select Here	Rate: (Enter Here) ->			
		Fund (Select Below)	Total Funds				
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTAL INDIRECT COSTS					\$0.00	\$0.00	\$0.00
GRAND TOTAL					\$81,585.00	\$0.00	\$81,585.00

Instruction to complete the excel claim packet

Claim packets have changed again to hopefully reduce redundancies and errors with submission. Most of the data entered will be done in the same manner as before. Each month we will be sending a new claim with the updated prior claims balances. We ask that you verify the information and review for accuracy prior to submission. Below are the steps that you will need to follow to complete the claims. If you encounter a cell that you are trying to click on and it will not let you in or a message displays that the cell is locked, move on and continue entering other data. Formulas are being used to auto fill as much as we possibly can.

Step 1: Open the excel claim packet and open each of the A-1 work logs. Enter the names, beginning & ending times and rate of pay on the work logs for each shift. Repeat this for each of the A-1 work logs. The totals entered will populate the amounts into the Annex A, Annex A-1 Cert, and Supporting Docs List tabs. ***You will not have to enter any information into those tabs.***

Step 2: Verify that the totals from the work logs are accounted for on the Annex A, Annex A-1 Certification, and Supporting Documents list.

Step 3: Print the Annex A, Annex A-1 Certification, and Supporting Documents list. The Annex A must be signed by the Project Director. If the Project Director is listed as working on any of the Annex A-1 work logs, the Annex A-1 Certification will need to be signed by the Project Director's supervisor.

Step 4: A new feature was incorporated into the Annex B. You will see a block with Enforcement Hours Scheduled and Enforcement Hours Worked. The Enforcement Hours Scheduled information should be entered per claim month along with other information regarding unplanned events and / or problems encountered during the claim month. The Enforcement Hours Worked will auto populate.

Step 5: Open the tab labeled Supporting Docs List. This tab has a block for the name of the person completing the claim along with a contact phone number. This information will assist the evaluator in contacting the person completing the claim packet in the event any issues arise. If the Project Director is not the person completing the claim, then the person who actually compiles the claim is the name and contact number to be listed.

Step 6: Open the Annex C tab and click on the links to the Formstack website to enter traffic statistical data. Please follow the instructions in completing the data entry for each enforcement effort conducted.

Step 7: Save As for your own files and close.

Step 8: Make a PDF of the signed Annex A and Annex A-1 Certification. Email the PDF and completed Excel file to LHSCclaim@la.gov and copy your LHSC Program Manager with the email.

Please scan (PDF) and email the signature sheets ONLY along with the corresponding Excel claim packet. Formstack information can be obtained by another source by the evaluator therefore it is not necessary for those forms to be scanned and sent. You should print and retain a copy of the Excel documents and Formstack confirmation email data for your records.

As each claim is submitted, the prior claims amounts will be entered by the LHSC Program Coordinator. The next claim will be updated and the claim form for the next month sent to the agency.

STEVE TROSCLAIR, CHAIRMAN

DARRIN W. GUIDRY, SR., VICE-CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

August 26, 2021

MEMO TO: Chief Dana T. Coleman
Houma Police Department

FROM: Suzette Thomas
Council Clerk

RE: Louisiana Highway Safety Commission

Attached is a copy of Resolution No. 21-317 which authorizes the execution of an application form to the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2021-2022 LHSC Grant for the Houma Police Department.

By copy of this memo, the appropriate individuals are being advised of this action. Should you have any questions regarding this matter, feel free to contact me.

/st

Attachment

cc: Mr. Steve Ponville, Public Safety Director
Ms. Kandace Mauldin, Chief Financial Officer
Mrs. Kayla Dupre, Comptroller
Captain Bobbie O'Bryan w/ original
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. D. BABIN

RESOLUTION NO. 21-317

A resolution authorizing the Parish President to execute an application form to the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2021/2022 LHSC Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the Louisiana Highway Safety Commission (LHSC) for the Federal Fiscal Year 2021/2022 LHSC Grant in the amount of Eighty-One Thousand Five Hundred and Eighty Five dollars (\$81,585.00) for the Terrebonne Parish Consolidated Government, The Funding will provide grant funding to improve the effectiveness and safety of our Police Officers by providing them with overtime to address highway safety issues such as Seat Belt Enforcement, Impaired Driving, and Juvenile Underage Drinking Enforcement (JUDE) and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Highway Safety Commission (LHSC) and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the Louisiana Highway Safety Commission (LHSC) and to address other matters relative thereto.

THERE WAS RECORDED:

YEAS: J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, C. Harding, G. Michel, and J. Amedée.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 23rd day of August 2021.

I, SUZETTE THOMAS, 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 August 23, 2021, and subsequently ratified by the Assembled Council in Regular Session on August 25, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 26th DAY OF AUGUST 2021.


SUZETTE THOMAS
COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Terrebonne Parish Consolidated Government
 LCLE
 Region 11 SANE Coordinator Project 8
 Budget Amendment
 1/13/2022

	Current	Adjustment	Final
216-000-6342-04 Revenue	-	(81,000)	(81,000)
216-215-8349-01 Consultants	134,000	81,000	215,000

This grant provides funding for a SANE Nurse Coordinator. The SANE Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for a 7 parish region. The Coordinator meets all SANE qualifications to participate in on-call rotation. The Coordinator will interact with persons/departments to ensure the program runs smoothly.

**LOUISIANA COMMISSION ON LAW
ENFORCEMENT**

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial
Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/7/2021	12/21/2021	2019-VA-01 6074

1. Type of Funds for which you are applying	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
5. Financial Officer	Name: Mrs. Jordan Kelly		Title: Accountant I
	Agency:		
	Street Address Line 1: 8026 W Main St.		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
7. Brief Summary of Project	Short Title (May not exceed 50 characters)		
	Region 11 SANE Coordinator Project 8		
	(Do Not Exceed Space Provided)		
	The SANE Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for a 7-parish region. The Coordinator meets all SANE qualifications to participate in on-call rotation. The coordinator will interact w/persons/departments to ensure the program runs smoothly		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	101,250.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	101,250.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	81,000.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	20,250.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	101,250.00	100%

10. Project Start Date: 7/1/2021

Project End Date: 6/30/2022

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	101,250.00	101,250.00
Total:	101,250.00	101,250.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	0.00	0.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	101,250.00	101,250.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	101,250.00	101,250.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	81,000.00	81,000.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	20,250.00	20,250.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	101,250.00	101,250.00

12. BUDGET DETAILS**A. AGENCY BUDGETS****Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department****YEAR 1****CONSULTANTS - CONSULTANT****Justification:** The budget will be used to pay the SANE coordinator for the 12 months of the grant.

			<u>COST</u>
Name /	SANE Nurse Coordinator		
Position:			
Service	SANE Nurse Coordinator for Region 11		
Provided:			
	Cost per	Duration	
	30.00 per Hour	x 3375 Hour(s)	101,250.00
Consultants - Consultant - Year 1 Total:			101,250.00

YEAR 1 TOTAL: 101,250.00

13. SECTIONS:**A. VOCA Match Waiver Request****VOCA MATCH WAIVER REQUEST**

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

The match will be met by The Haven

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

None

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

The Haven has match funding and in-kind sources that could be used that has nothing to do with any other federal award.

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

Our agencies has been talking about funding this project for over 2 years and has an agreement with 6 of 7 parishes within our region.

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

Continue working with all parishes within Region 11 to be able to continuing funding the match money for the future of this project which will benefit all victims within all seven parishes

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A

13. SECTIONS:

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

13. SECTIONS:**B. LCLE Budget Summary With Cash & InKind Match**

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

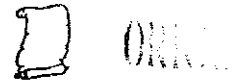
ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Consultants	101,250	81,000	20,250	0	101,250
Total: Σ		101,250	81,000	20,250	0	101,250

State of Louisiana

Office of the Governor

Louisiana Commission on Law Enforcement
and Administration of Criminal Justice

JOHN BEL EDWARDS
GOVERNOR



JIM CRAFT
EXECUTIVE DIRECTOR



December 24, 2021

Honorable Gordon Dove
Parish President
Terrebonne Parish Consolidated Government - Houma Police Department
8026 Main Street
PO Box 2768
Houma, Louisiana 70360-2768

Dear Mr. Dove:

I am pleased to inform you that the Louisiana Commission on Law Enforcement (LCLE) approved the application for federal/state funds. Identifying information for this award is as follows:

Subgrant Number:	2019-VA-01-6074 (Use on all correspondence)
Project Title:	"Region 11 SANE Coordinator Project 8"
Project Period:	7/1/2021 - 6/30/2022
Award:	Federal Funds: 2019-VA: \$81,000.00 CFDA No: 16.575 Federal Award No.: 2019-V2-GX-0059

This is one time funding.

This subgrant is hereby offered on the condition that Terrebonne Parish Consolidated Government - Houma Police Department complies in administering the program, with all the representations contained in its application, as amended, including the standard subgrant conditions that have been incorporated by reference.

Certified Assurances accepted at the time of application outline the requirements for implementation of this project within a prescribed period of time. If this project is not operational within the prescribed period, written notification should be given to LCLE stating reasons for failure to begin on the anticipated start date. Projects remaining not operational for a prescribed period thereafter will require an additional written statement explaining the delay. Where warranted, the LCLE may extend the implementation date further; however, it retains the right to cancel any project not implemented within the prescribed period rather than approve the extension. The award does not obligate the Louisiana Commission on Law Enforcement to fund this project beyond the current period.

Your prompt attention to the condition(s) will ensure the timely release of subgrant funds, however, failure to satisfy the condition(s) may result in cancellation of this subgrant.

The reporting requirements for this subgrant may be found by navigating to the Reporting Requirements page under the Project tab in Egrants. Failure to follow the reporting requirements may cause an interruption in receipt of subgrant funds.

The award of this subgrant will become effective when LCLE receives this letter with your signature (blue ink) as the authorized official of Terrebonne Parish Consolidated Government - Houma Police Department.

It is vital for designated project staff to review the Applicant's Manual to ensure that this program will be conducted in accordance with all applicable guidelines. Future funding is contingent not only on the availability of funding, but proper grant management, which includes meeting the goals and objectives and submitting timely and accurate quarterly, interim and annual reports.

Our staff welcomes questions regarding subgrant matters. If you have programmatic questions, please contact the program manager. Should you have fiscal questions, please contact the Grants Section staff. Their contact information can be obtained via our website, www.lcle.la.gov. The LCLE and its staff wish you success in conducting this project.

Sincerely,



Jim Craft
Executive Director

SPECIAL CONDITION(S)

This award is subject to compliance with the following condition(s), in addition to the applicable Standard Subgrant Conditions that have been incorporated by reference:

- (1) If a project is not operational within 60 days of the original starting date of the subgrant period, the subgrantee must report by letter to the State (Louisiana Commission on Law Enforcement) the steps taken to initiate the project, the reasons for delay and the expected starting date.

If a project is not operational within 90 days of the original starting date of the subgrant period, the subgrantee must submit a second statement to the Louisiana Commission on Law Enforcement, explaining the implementation delay. Upon receipt of the 90-day letter, the Louisiana Commission on Law Enforcement may cancel the project and request grantor agency approval to redistribute the funds to other project areas. The Louisiana Commission on Law Enforcement may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

- (2) The Louisiana State Travel Guidelines stipulate that mileage reimbursement is limited to a 99-mile round trip to attend meetings, trainings, conferences, etc., along with the mandatory use of a rental car using the approved Louisiana state rate. However, there is a state-approved exception to this guideline to receive reimbursement of actual mileage accrued if a subgrantee agency does not have an agency vehicle and/or rental vehicle available to provide direct services to victims of crime.

- (3) The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

- (4) The subgrantee agrees to comply with all certified assurances made at the time of application.

- (5) The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.html>. (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.)

All applicants must have a Data Universal Numbering System (DUNS Number). Information can be obtained at www.dnb.com or 1-866-705-5711.

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (Or with a successor government-wide system officially designated by OMB and OJP). Information can be obtained at www.sam.gov.

SAM renewals completed during an open project period must be forwarded to the appropriate LCLE program manager. Printout must contain the renewal expiration date as well as the Exclusion Yes/No answer.

- (6) Ten percent (10%) of federal funds will be withheld by Louisiana Commission on Law Enforcement until a monitoring review is performed, documented and subsequently approved by Louisiana Commission on Law Enforcement for release of this special condition.
- (7) Subgrantee agrees that it will review pertinent information regarding this subgrant award via the website, www.lcle.la.gov. This website contains miscellaneous reporting forms, instructions as well as links to state and federal guidelines that are necessary for compliance as set forth in the Certified Assurances agreed upon at the time of application.
- (8) Reimbursement for any budget line item listed as "TBD" will not be paid until a modification has been submitted to and approved by LCLE specifying the identification of the "TBD" line item.
- (9) No release of funds by Louisiana Commission on Law Enforcement until prior project, 5645, is finalized.
- (10) Signed, executed contract(s) for services or consultants shall be submitted to the Louisiana Commission on Law Enforcement at the time the contract is executed, for approval. Expenditures will not be approved unless this condition is satisfied for each consultant or service approved in the project budget.
- (11) Subgrantee agrees to submit all required data to the State's Louisiana Information Based Reporting System (LIBRS)/Uniform Crime Reporting (UCR) Program in accordance with the requirements of the applicable program and to submit all required arrest, fingerprinting cards, and related data to the Bureau of Criminal Identification in the time and manner specified by the Bureau.

ADDENDUM
VOCA 2019 AWARD LETTERS

Federal award date:
September 13, 2019

Total federal amount awarded - \$31,857,165

Total federal amount obligated - \$31,757,685

Approved federal and match budget is available for review within LCLE
grants management system.

These federal funds are not used for Research and Development.

State of Louisiana

Office of the Governor

Louisiana Commission on Law Enforcement
and Administration of Criminal Justice

JOHN BEL EDWARDS
GOVERNOR

JIM CRAFT
EXECUTIVE DIRECTOR



VOCA EMERGENCY MANDATORY MATCH WAIVER NOTICE

Recipient Agency:	Terrebonne Parish Consolidated Government-Houma Police Department		
Project Title:	Region 11 SANE Coordinator Project		
Project Start Date:	7/1/2021	Project End Date:	6/30/2022
Federal Fiscal Year:	2019	Fiscal Code:	VA
Award Category:	01	Subgrant Number:	6074
Date of Determination:	11/1/2021		

Description of Project:

The SANE Coordinator provides leadership and coordination of the development and activities of a pool of SANE nurses for a 7-parish region. The Coordinator meets all SANE qualifications to participate in on-call rotation. The coordinator will interact with persons and/or departments to ensure the program runs smoothly.

Decision: ☒ **Approve** ☐ **Deny**

Justification for Decision:

An emergency match waiver is being initiated by LCLE and provided to all open FY2019 VOCA-funded subawards in compliance with The VOCA Fix to Sustain the Crime Victims Fund Act of 2021. The emergency mandatory match waiver will apply to all matching requirements, in its entirety, that remain unmet at the time this waiver is granted for this VOCA-funded project.

Mandatory Emergency Match Waiver Granted as of 9/30/2021:

Federal Award Total Reimbursed:	\$0
Match Total Met:	\$0
Federal Award Balance:	\$81,000
Match Amount Balance:	\$0

(Note: Once this Mandatory Emergency Match Waiver Notice is received, you are asked to submit a modification to remove the unmet match amounts from your budget.)


Signature of Executive Director

11/8/21
Date

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

February 24, 2022

MEMO TO: Chief Dana T. Coleman
Houma Police Department

FROM: Tammy E. Triggs *ETA*
Assistant Council Clerk

RE: **Louisiana Commission on Law Enforcement
Administration of Criminal Justice
2021-22 Crime Victim Assistant Grant
Region 11 SANE Coordinator Project 8 - The Haven**

Attached is an original certified copy of Resolution No. 22-071 which authorizes Parish President Gordon E. Dove to execute and submit an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice for the 2021-22 Region 11 SANE Coordinator Project 8 Grant Program for the Houma Police Department.

By copy of this memo, the appropriate individuals are being advised of this action. Should you have any questions regarding the Council's action, please feel free to contact me.

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Capt. Bobbie O'Bryan, Houma Police Department
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 22-071

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2021-22 Region 11 SANE Coordinator Project 8 Grant Program for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2021-22 Region 11 SANE Coordinator Project 8 Grant Program in the amount of Eighty-One Thousand dollars (\$81,000.00) for the Terrebonne Parish Consolidated Government. The LCLE Fiscal Year 2021-22 Funds will provide grant funding to assist the Houma Police Department's Region 11 SANE Coordinator Project 8 grant program to support The Haven in providing a SANE nurse coordinator, who will oversee our SANE (Sexual assault nurse examiner) nurses which will provide services to six parishes within the region to victims of sexual assault crimes.

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

THERE WAS RECORDED:

YEAS: D. Babin, D. J. Guidry, S. Trosclair, C. Harding, G. Michel, J. Amedée, J. Domangue and D. W. Guidry, Sr.

NAYS: None.

NOT VOTING: None.

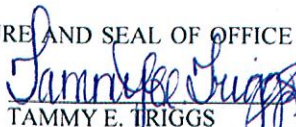
ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 21st day of February 2022.

I, TAMMY E. TRIGGS, Assistant 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 February 23, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 24th DAY OF FEBRUARY 2022.


TAMMY E. TRIGGS
ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2021 - MONTH LAST CLOSED

3/16/22

ACCT: 216-215-8349-01

LCLE

VICTIMS ASSISTANCE

OTHER FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	326,955	248,118.00	0	78,837
2022	134,000	.00	0	134,000
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	77,270	78,193.00	N/A	923-
2020	179,463	67,508.00	N/A	111,955

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Terrebonne Parish Consolidated Government
 LCLE
 Multi-Task Force
 Budget Amendment
 1/13/2022

	Current	Adjustment	Final
216-217-8112-01 Overtime Pay	-	13,023	13,023
216-217-8349-01 Other Fees (Consultants)	-	5,451	5,451
216-000-6342-03 Multi-Task Force	-	(18,474)	(18,474)
204-211-8172-17 Multi-Task Grants	-	(13,023)	(13,023)
Fund Balance		13,023	

To input LCLE Grant Award #6210 - Multi-Task Grant Funding into the parish budget.

Grant funding provides for joint policing efforts between Houma Police Department and Assumption Parish Sheriff's Office relating to substance abuse criminal activities.

There is a 17% cash match requirement for this grant. The total grant award is for \$22,169, but only \$18,474 will be reimbursed by LCLE.

Section III

**LOUISIANA COMMISSION ON LAW
ENFORCEMENT**

LCLE USE ONLY

Applicant Hereby Applies to the LCLE for Financial
Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
5/12/2021	12/7/2021	2019-DJ-01 6210

1. Type of Funds for which you are applying	Edward Byrne Justice Assistance Grant Program (Federal 16.738 BJAG)		
2. Applicant	Name Of Applicant: Terrebonne Parish Consolidated Government - Houma Police Department		
	Federal I.D: 726001390		Parish: Terrebonne
	Street Address Line 1: 8026 Main Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2768
3. Recipient Agency	Terrebonne Parish Consolidated Government - Houma Police Department		
4. Project Director	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
5. Financial Officer	Name: Mrs. Jordan Kelly		Title: Accountant I
	Agency:		
	Street Address Line 1: 8026 W Main St.		
	Address Line 2:		Address Line 3:
	City: Houma		State: LA Zip: 70360
6. Contact	Name: Captain Bobbie O'Bryan		Title: Administrator
	Agency: Terrebonne Parish Consolidated Government - Houma		
	Street Address Line 1: 500 Honduras Street		
	Address Line 2:		Address Line 3: PO Box 2768
	City: Houma		State: LA Zip: 70360-2788
7. Brief Summary of Project	Phone: 985-873-6308 Fax: 985-872-4670 Email: bobryan@tpcg.org		
	Short Title (May not exceed 50 characters)		
	Multi Jurisdictional Task Force		
	(Do Not Exceed Space Provided)		
	"Smart Suite" Task Force is a crime-fighting program, which includes Smart Policing and Smart Supervision, which will strive to be effective by reducing gun complaints and the recidivism with keeping a drug using defendant in treatment program and deter from the current revolving justices door systems		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	22,169.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	22,169.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	18,474.00	83%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	3,695.00	17%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	22,169.00	100%

10. Project Start Date: 7/1/2021

Project End Date: 6/30/2022

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF APPLICANT AGENCY

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

12. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	22,169.00	22,169.00
Total:	22,169.00	22,169.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	22,169.00	22,169.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	22,169.00	22,169.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	18,474.00	18,474.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	3,695.00	3,695.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	22,169.00	22,169.00

12. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1**PERSONNEL**

Justification: HPD officers and APSO deputies will work SMART policing and SMART supervision objectives and goals

COST

Position: Police Officers

Name: Pool of 4 officers

Budgeted Hours / Week

5.907

Weeks

x 52

Hourly Pay Rate

x 50.79

15,601.00

Standard working hours per week: 5.907 hrs.

% Budgeted Hours: 100

Position: Deputies

Name: Pool of 4 deputies

Budgeted Hours / Week

2.487

Weeks

x 52

Hourly Pay Rate

x 50.79

6,568.00

Standard working hours per week: 2.487 hrs.

% Budgeted Hours: 100

Personnel - Year 1 Total: 22,169.00

YEAR 1 TOTAL: 22,169.00

13. SECTIONS:

A. LCLE Budget Summary With Cash Match

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Calculated Paid Amounts
1.1	Personnel	22,169	18,474	3,695	22,169
Total: Σ		22,169	18,474	3,695	22,169

December 10, 2021

Honorable Gordon Dove
Parish President
Terrebonne Parish Consolidated Government - Houma Police Department
8026 Main Street
PO Box 2768
Houma, Louisiana 70360-2768

Dear Parish President Dove:

I am pleased to inform you that the Louisiana Commission on Law Enforcement (LCLE) approved the application for federal/state funds. Identifying information for this award is as follows:

Subgrant Number:	2019-DJ-01-6210 (Use on all correspondence)
Project Title:	"Multi Jurisdictional Task Force"
Project Period:	7/1/2021 - 6/30/2022
Award:	Federal Funds: 2019-DJ: \$18,474.00 CFDA No: 16.738 Federal Award No.: 2019-MU-BX-0056

This is one time funding.

This subgrant is hereby offered on the condition that Terrebonne Parish Consolidated Government - Houma Police Department complies in administering the program, with all the representations contained in its application, as amended, including the standard subgrant conditions that have been incorporated by reference.

Certified Assurances accepted at the time of application outline the requirements for implementation of this project within a prescribed period of time. If this project is not operational within the prescribed period, written notification should be given to LCLE stating reasons for failure to begin on the anticipated start date. Projects remaining not operational for a prescribed period thereafter will require an additional written statement explaining the delay. Where warranted, the LCLE may extend the implementation date further; however, it retains the right to cancel any project not implemented within the prescribed period rather than approve the extension. The award does not obligate the Louisiana Commission on Law Enforcement to fund this project beyond the current period.

Your prompt attention to the condition(s) will ensure the timely release of subgrant funds, however, failure to satisfy the condition(s) may result in cancellation of this subgrant.

The reporting requirements for this subgrant may be found by navigating to the Reporting Requirements page under the Project tab in Egrants. Failure to follow the reporting requirements may cause an interruption in receipt of subgrant funds.

The award of this subgrant will become effective when LCLE receives this letter with your signature (blue ink) as the authorized official of Terrebonne Parish Consolidated Government - Houma Police Department.

It is vital for designated project staff to review the Applicant's Manual to ensure that this program will be conducted in accordance with all applicable guidelines. Future funding is contingent not only on the availability of funding, but proper grant management, which includes meeting the goals and objectives and submitting timely and accurate quarterly, interim and annual reports.

Our staff welcomes questions regarding subgrant matters. If you have programmatic questions, please contact the program manager. Should you have fiscal questions, please contact the Grants Section staff. Their contact information can be obtained via our website, www.lcle.la.gov. The LCLE and its staff wish you success in conducting this project.

Sincerely,

Jim Craft
Executive Director

SPECIAL CONDITION(S)

This award is subject to compliance with the following condition(s), in addition to the applicable Standard Subgrant Conditions that have been incorporated by reference:

- (1) If a project is not operational within 60 days of the original starting date of the subgrant period, the subgrantee must report by letter to the State (Louisiana Commission on Law Enforcement) the steps taken to initiate the project, the reasons for delay and the expected starting date.

If a project is not operational within 90 days of the original starting date of the subgrant period, the subgrantee must submit a second statement to the Louisiana Commission on Law Enforcement, explaining the implementation delay. Upon receipt of the 90-day letter, the Louisiana Commission on Law Enforcement may cancel the project and request grantor agency approval to redistribute the funds to other project areas. The Louisiana Commission on Law Enforcement may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

- (2) The Louisiana State Travel Guidelines stipulate that mileage reimbursement is limited to a 99-mile round trip to attend meetings, trainings, conferences, etc., along with the mandatory use of a rental car using the approved Louisiana state rate. However, there is a state-approved exception to this guideline to receive reimbursement of actual mileage accrued if a subgrantee agency does not have an agency vehicle and/or rental vehicle available to provide direct services to victims of crime.

- (3) The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA (www.la.gov)

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to auditor@lcle.la.gov no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

- (4) The subgrantee agrees to comply with all certified assurances made at the time of application.

- (5) The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.html>. (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.)

All applicants must have a Data Universal Numbering System (DUNS Number). Information can be obtained at www.dnb.com or 1-866-705-5711.

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (Or with a successor government-wide system officially designated by OMB and OJP). Information can be obtained at www.sam.gov.

SAM renewals completed during an open project period must be forwarded to the appropriate LCLE program manager. Printout must contain the renewal expiration date as well as the Exclusion Yes/No answer.

- (6) Ten percent (10%) of federal funds will be withheld by Louisiana Commission on Law Enforcement until a monitoring review is performed, documented and subsequently approved by Louisiana Commission on Law Enforcement for release of this special condition.
- (7) Subgrantee agrees that it will review pertinent information regarding this subgrant award via the website, www.lcle.la.gov. This website contains miscellaneous reporting forms, instructions as well as links to state and federal guidelines that are necessary for compliance as set forth in the Certified Assurances agreed upon at the time of application.
- (8) Reimbursement for any budget line item listed as "TBD" will not be paid until a modification has been submitted to and approved by LCLE specifying the identification of the "TBD" line item.
- (9) Subgrantee agrees to submit the performance measurement tool (PMT) as a requirement to the Bureau of Justice Assistance (BJA) via the BJA PMT system, <https://www.bjaperformancetools.org>, no later than the 10th day of the month following the reporting period and at the conclusion of the project period. Subgrantee agrees to attach the printed PMT report to the LCLE quarterly progress report which must be submitted by the 15th day of the month following the reporting period. Failure to submit the Quarterly Progress Report with the attached PMT report will delay reimbursement of funds.

- (10) Pre-award costs for the purpose of this condition means: "Costs or expenses incurred from the start date of this project but before LCLE's issuance of the award letter."

Supporting documents must accompany the first quarter's fiscal report. Examples of supporting documents are, but are not limited to:

1. Personnel and Fringe – A payroll register that identifies employee, position, applicable pay period, gross salary, and if any, associated fringe benefits. In addition, time sheets or time and effort certification supporting time devoted to the project (including volunteers log sheets, if applicable).
2. Travel - Mileage logs, lodging invoices, conference agenda, airline boarding passes and receipts, etc.
3. Equipment – Copies of invoices. These invoices should include the vendor's name, invoice number, item description, serial numbers for equipment (if applicable), quantity purchased and invoice amounts.
4. Supplies & Operating Expenses Costs – Invoices or other documents demonstrating an obligation of payment to the vendor. Invoices/documents must identify vendor, item description and invoice amount.
5. Contract Services – signed executed contract, copies of invoices for services. Invoices should include a description of the services billed to the subrecipient. (A duplicate contract is not needed for each fiscal report).

Expenditures reported for the approved pre-award period (start date) will not be approved when expenditure supporting documents are not uploaded with the first fiscal report.

- (11) For all task force and multi-jurisdictional task force grants, agencies (board of directors or control group) are required to meet at least quarterly and to maintain minutes of these meetings. These minutes are to be submitted to Louisiana Commission on Law Enforcement to become part of the subgrant record.
- (12) Subgrantee agrees that within 120 days of this award, the Task Force Commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required on-line (Internet-based) task force training to be provided free of charge through the Bureau of Justice Assistance's (BJA) Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Information provided by BJA regarding the required training and access methods via BJA's website and the Center for Integrity and Leadership can be found at www.ctfli.org. Completion certificates must be maintained by the subgrantee to document each member as required by this special condition has completed the internet-based training.
- (13) Subgrantees utilizing Byrne JAG funds to purchase Body Worn Cameras (BWC) must have a BWC policy in place or a policy under development. The BWC policy or the policy under development must be made available upon request.

- (14) Subgrantees MUST have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funds can be used by the jurisdiction for body armor. The policy MUST specify when mandatory wear is required for uniformed officers on duty.

ATTACH the policy to your first program report in Egrants.

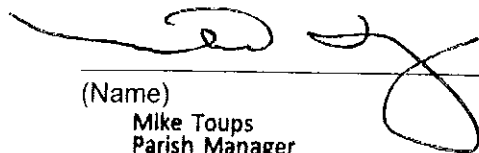
Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met:

- The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards.
- The body armor purchased must be made in the United States.
- The body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of (1) correctly-sized panels and carrier, determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist is excerpted from ASTM E3003.

Sugrantees should note that JAG funds may NOT be used as any part of the 50 percent match required by the BVP Program.

- (15) Program Activity funded under this award (including subgrantee activity), throughout the project period may prohibit or in any way restrict-- (1) any government entity or --official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or
- (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."
- (16) Subgrantee must prepare quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public. This data must be made available upon request.

ACCEPTED ON BEHALF OF THE SUBGRANTEE:



(Name)

Mike Toups
Parish Manager
Authorized Designee
Record #1627089

(Title)

12/27/21

(Date)

Honorable Gordon Dove

8

December 10, 2021

rl

CC: MasterFile

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN



DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

February 24, 2022

MEMO TO: Chief Dana T. Coleman
Houma Police Department

FROM: Tammy E. Triggs 
Assistant Council Clerk

RE: **FY 2021-2022 Multi - Jurisdictional Task Force Grant Program**

Attached is an original certified copy of Resolution No. 22-070 which authorizes Parish President Gordon E. Dove to execute and submit an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice for the 2021-22 Multi-Jurisdictional Task Force Grant for the Houma Police Department.

By copy of this memo, the appropriate individuals are being advised of this action. Should you have any questions regarding the Council's action, please feel free to contact me.

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Capt. Bobbie O'Bryan, Houma Police Department
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 22-070

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2021-22 Multi-Jurisdictional Task Force Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

WHEREAS, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2021-22 Multi-Jurisdictional Task Force Fund in the amount of Eighteen Thousand Four hundred Seventy-Four dollars (\$18,474.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2021-22 Task Force Fund will provide grant funding to improve the effectiveness and safety of our Police Officers by providing them with overtime to target problem areas within the City of Houma and Assumption Parish,

WHEREAS, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

THERE WAS RECORDED:

YEAS: D. Babin, D. J. Guidry, S. Trosclair, C. Harding, G. Michel, J. Amedée, J. Domangue and D. W. Guidry, Sr.

NAYS: None.

NOT VOTING: None.

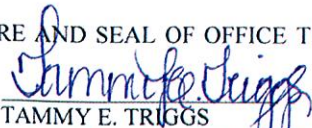
ABSTAINING: None.

ABSENT: J. Navy.

The Chairman declared the resolution adopted on this the 21st day of February 2022.

I, TAMMY E. TRIGGS, Assistant 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 February 23, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 24th DAY OF FEBRUARY 2022.


TAMMY E. TRIGGS
ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Kayla Dupre

From: Kandace Mauldin
Sent: Wednesday, March 16, 2022 8:35 AM
To: Kayla Dupre
Subject: Budget Amendment

We need to do a budget amendment for \$145,000 for the audio and visual upgrades in the Council Meeting Room. This will go to account 151-111-8914-04 and the funding sources will be as follows:

- 151-131-8915-14 - \$40,000
- PEG Fees (Fund Balance) - \$95,000
- General Fund fund balance - \$10,000

Thanks

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2021 - MONTH LAST CLOSED

3/16/22

ACCT: 151-131-8915-14

GENERAL FUND

PARISH PRESIDENT

PEG COMPUTER EQUIPMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	115,557	52,889.43	0	62,668
2022	18,000	.00	8,588	9,412
CLOSED:				
2015	642	.00	N/A	642
2016	3,642	3,090.04	N/A	552
2017	46,052	44,324.56	N/A	1,727
2018	22,727	21,889.61	N/A	837
2019	128,505	42,330.77	N/A	86,174
2020	86,174	10,616.71	N/A	75,557

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section IV

Governor's Office of Homeland Security
and Emergency Preparedness
State of Louisiana

JOHN BEL EDWARDS
GOVERNOR



JAMES B. WASKOM
DIRECTOR

November 2, 2020

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

RE: Approval and Funding
Terrebonne Parish – Terrebonne Hazard Mitigation Plan Update
PDMC-PL-06-LA-2018-001, EMT-2020-PC-0001 (2)

Dear President Dove:

On behalf of Governor John Bel Edwards, I am pleased to inform you that your application for Federal assistance, under the Pre-Disaster Mitigation (PDM) Program, was approved by FEMA on September 4, 2020 (see enclosures) for the above referenced project. The approved funding for eligible project activities is as follows:

Title	Federal Share	Non-Federal Share	Total Project Cost
PDMC-PL-06-LA-2018-001	\$64,208.00	\$22,713.00	\$86,921.00

A subrecipient briefing is required for the grant award. The following information will be explained to you and members of your staff:

- Project Performance Period of October 1, 2018 – March 18, 2022
- Reporting Requirements
- Procurement Process
- Process for requesting reimbursement of funds
- Information on Sub-Recipient Management Costs
- Sub-Recipient Agreement Review

If you have any questions, please contact your State Applicant Liaison (SAL), Tiffany Doucet, at (225) 376-5104 or at tiffany.doucet@la.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Wyatt".

Sean Wyatt
Assistant Deputy Director
Hazard Mitigation Assistance Division

242-193-8343-21 \$86,921.
242-000-6318-21 {64,208}
242-000-6315-21 {22,713}

SW:td

Enclosures (6)

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

1.1 Introduction

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

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

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

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

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

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

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

31 United States Code Section 1352

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

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

OMB Circular 110

2.3 State

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

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

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

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

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

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Terrebonne Hazard Mitigation Plan Update Project, the Grantor has provided funds to Sub-Recipient through Recipient's PDM Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (PDMC-PL-06-LA-2018-001, EMT-2020-PC-0001 (2)).

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

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

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

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

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


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

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

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

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

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

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

DATE: 2/2/2021

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

DATE: 1/21/21

STEVE TROSCLAIR, CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DARRIN W. GUIDRY, SR., VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

RECEIVED

FEB 23 2022

TPCG FINANCE DEPT.

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

January 14, 2021

MEMO TO: Chris Pulaski
Planning & Zoning Director

FROM: Suzette Thomas
Council Clerk

RE: **Pre-disaster Mitigation Assistance Hazard Mitigation Plan Update**

Attached is a certified original copy of Resolution No. 21-016 which authorizes Parish President Gordon E. Dove to enter into a subgrantee agreement between the Terrebonne Parish Consolidated Government and the Governor's Office of Homeland Security and Emergency Preparedness to implement said plan.

By copy of this memo, the appropriate staff members are being advised of this action. Should you have any questions regarding this matter, feel free to contact me.

/st

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Mrs. Kayla Dupre, Comptroller
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

242-193-8343-21
242-000-6318-21
242-000-6315-21

OFFERED BY: MR. G. MICHEL
SECONDED BY: MR. C. HARDING

RESOLUTION NO. 21-016

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE PREDISASTER MITIGATION ASSISTANCE HAZARD MITIGATION PLAN UPDATE GRANT PDMC-PL- 06-LA-2018-001.

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding allocated as a result of the yearly Predisaster Mitigation (PDM) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated November 2, 2020, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to update the Hazard Mitigation Plan was approved by FEMA September 4, 2020; and

WHEREAS, the approved funding for the Hazard Mitigation Plan update:

Federal Share (100%)	<u>\$ 64,208.00</u>
Non Federal Share (0%)	<u>\$22,713.00</u>
TOTAL PROJECT AWARD:	<u>\$ 86,921.00</u>

WHEREAS, it is anticipated that the inkind match from parish employees and partner hours will provide the majority of the match for this activity; and

WHEREAS, the Parish is anticipating the new flood maps in the next year and would benefit from updating the risk maps, vulnerability assessments and damage projections with this new information developed with Parish input and more detailed data added to the FEMA HAZUS database; and

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the PDM Hazard Mitigation Plan Update.

THERE WAS RECORDED:

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

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 11th day of January 2021.

86921.

64

22,713.


-242-193-8343-21

-242-000-6318-21

-242-000 6315-21

I, SUZETTE THOMAS, 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 Community Development and Planning Committee on January 11, 2021 and subsequently ratified by the Assembled Council in Regular Session on January 13, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14th DAY OF JANUARY 2021.



SUZETTE THOMAS
COUNCIL CLERK

TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to enter into agreement for the Predisaster Mitigation Assistance project to revise the Hazard Mitigation Plan Update 2020.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the President to enter into the appropriate subgrantee agreement with the Governor's Office of Homeland Security and Emergency preparedness in order to receive funding and implement the Predisaster Mitigation Assistance plan updates PDMC-PJ-06-LA-2018-001 funded by the FEMA HMGP.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The Terrebonne Parish Consolidated Government has been formally notified that its 2018 application for \$64,208 of federal assistance under the Pre-Disaster Mitigation Assistance Elevation Program (PDMC-PJ-06-LA-2018-001) has been approved for the Hazard Mitigation Plan Update. The funding will allow us to increase the accuracy of the data used for the modeling of the plan, and if the new maps come out, run our risk scenarios with the new data. Inhouse staff hours dedicated to the project can be used to offset the required nonfederal share. This resolution will authorize the Parish President to enter into the appropriate agreement to implement this program.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED \$1,200 cash/ \$21,513 inkind

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
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Chris Pulaski

Signature

12/17/2020

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE PREDISASTER MITIGATION ASSISTANCE HAZARD MITIGATION PLAN UPDATE GRANT PDMC-PJ-06-LA-2018-001.

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding allocated as a result of the yearly Predisaster Mitigation (PDM) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated November 2, 2020, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to update the Hazard Mitigation Plan was approved by FEMA September 4, 2020; and

WHEREAS, the approved funding for the Hazard Mitigation Plan update:

Federal Share (100%)	<u>\$ 64,208.00</u>
Non Federal Share (0%)	<u>\$22,713.00</u>
TOTAL PROJECT AWARD:	<u>\$ 86,921.00</u>

WHEREAS, it is anticipated that the inkind match from parish employees and partner hours will provide the majority of the match for this activity; and

WHEREAS, the Parish is anticipating the new flood maps in the next year and would benefit from updating the risk maps, vulnerability assessments and damage projections with this new information developed with Parish input and more detailed data added to the FEMA HAZUS database; and

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the PDM Hazard Mitigation Plan Update.

December 17, 2020

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item January 11th & 13th, 2021

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into a subgrantee agreement between Terrebonne Parish Consolidated Government and The Governor's Office of Homeland Security and Emergency Preparedness to implement the Pre-Disaster Mitigation Assistance Hazard Mitigation Plan Update. Though we just finished our plan as required by law, this funding was pending the entire time. The funding will allow us to increase the accuracy of the data used for the modeling of the plan, and if the new maps come out, run our risk scenarios with the new data. The projected cash match is projected at \$1,200 with the remainder met with the inkind labor.

If everything meets with your approval, it is respectfully requested that you place the resolution on the January 11th Community Development & Planning Committee agenda for consideration. If you have any questions, please advise.

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

1.1 Introduction

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

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

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

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

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

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

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

31 United States Code Section 1352

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

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

OMB Circular 110

2.3 State

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

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

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

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

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

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Terrebonne Hazard Mitigation Plan Update Project, the Grantor has provided funds to Sub-Recipient through Recipient's PDM Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (PDMC-PL-06-LA-2018-001, EMT-2020-PC-0001 (2)).

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

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

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

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

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

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

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

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

4.1 Summary of Statement of Work

4.2 Pursuant to PDMC-PL-06-LA-2018-001, EMT-2020-PC-0001 (2), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Address any newly identified hazards that have been determined to pose a threat.

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$86,921.00
5.2.2 Total Project Cost	\$86,921.00

5.3 Funding Sources

5.3.1 Federal Share	\$64,208.00
5.3.2 Non-Federal Share	\$22,713.00

6.1 Liability of Parties

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

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

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

7.1 Legal Authorization

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

8.1 Notice and Contact

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

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

Section VI

Governor's Office of Homeland Security
and Emergency Preparedness
State of Louisiana

JOHN BEL EDWARDS
GOVERNOR



JAMES B. WASKOM
DIRECTOR

July 8, 2021

223-676-8353-19 \$1,496,545.90
223-000-6318-19 1,363,797.11
223-000-6375-19 132,748.29

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

RECEIVED

FEB 23 2022

ATTN: Jennifer Gerbasi

RE: Approval and Funding TPCG FINANCE DEPT.
Terrebonne Parish – TPCG – SRL/RL Elevation Project
FMA-PJ-06-LA-2019-005, EMT-2021-FM-E001 (7)

Dear President Dove:

On behalf of Governor John Bel Edwards, I am pleased to inform you that your application for Federal assistance, under the Flood Mitigation Assistance (FMA) Program, was approved by FEMA on May 4, 2021 (see enclosures) for the above referenced project. The approved funding for eligible project activities is as follows:

Title	Federal Share	Non-Federal Share	Total Project Cost
FMA-PJ-06-LA-2019-005	\$1,363,797.11	\$132,748.29	\$1,496,545.40

A Sub-Recipient Agreement briefing is required for the grant award. The following information will be explained to you and members of your staff:

- Project Performance Period of February 3, 2021 – November 3, 2023
- Reporting Requirements
- Procurement Process
- Process for requesting reimbursement of funds
- Information on Sub-Recipient Management Costs
- Sub-Recipient Agreement Review
- Closeout Procedures
- Record Retention

223-676-8353-19
223-000-6318-19
223-000-6375-19

Honorable Gordon E. Dove
Page 2
July 8, 2021

If you have any questions, please contact your State Applicant Liaison (SAL), Tiffany Doucet, at (225) 376-5104 or at tiffany.doucet@la.gov.

Sincerely,



Sean Wyatt
Assistant Deputy Director
Hazard Mitigation Assistance Division

SW:td

Enclosures (6)

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

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFDA 97.029.

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

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

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

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

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

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

31 United States Code Section 1352

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

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

OMB Circular 110

2.3 State

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

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

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

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

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

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Terrebonne Parish – TPCG SRL/RL Elevation Project, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-PJ-06-LA-2019-005, EMT-2021-FM-E001 (7))

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

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

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

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

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

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

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

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

4.1 Summary of Statement of Work

4.2 Pursuant to FMA-PJ-06-LA-2019-005, EMT-2021-FM-E001 (7), Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 To elevate eight (8) SRL/RL properties to prevent future losses.

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1	\$1,496,545.40
5.2.2 Total Project Cost	\$1,496,545.40

5.3 Funding Sources

5.3.1 Federal Share	\$1,363,797.11
5.3.2 Non-Federal Share	\$ 132,748.29

6.1 Liability of Parties

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

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

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

7.1 Legal Authorization

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

8.1 Notice and Contact

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

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

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

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

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

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

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

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

DATE: 10/20/2021

BY: 
Honorable Gordon E. Dove
Parish President
TERREBONNE PARISH
Mike Toups
Parish Manager
Authorized Designee
Record #1627089

DATE: 8/5/21

DARRIN W. GUIDRY, SR., CHAIRMAN

DANIEL BABIN, VICE-CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

July 29, 2021

MEMO TO: Chris Pulaski
Planning & Zoning Director

FROM: Suzette Thomas
Council Clerk

RE: **Flood Mitigation Assistance Elevation Program**

Attached is an original copy of Resolution No. 21-288 which authorizes Parish President Gordon E. Dove to enter into a subgrantee agreement between the Terrebonne Parish Consolidated Government and the Governor's Office of Homeland Security & Emergency Preparedness to implement the Flood Mitigation Assistance Program FMA-PJ-06-LA-2019-005.

Should you have any questions regarding the Council's action, please feel free to contact me.

/st

Attachments

cc: Ms. Kandace Mauldin, Chief Financial Officer
Mrs. Kayla Dupre, Comptroller
Mrs. Leilani Adams, Parish President Executive Secretary
Council Reading File

OFFERED BY: MR. G. MICHEL
SECONDED BY: MR. D. J. GUIDRY

RESOLUTION NO. 21-288

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE FLOOD MITIGATION ASSISTANCE PROGRAM FMA-PJ-06-LA-2019-005.

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding allocated as a result of the yearly Flood Mitigation Assistance (FMA) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated July 8, 2021, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate repetitive loss structures was approved by FEMA May 4, 2021; and

WHEREAS, the approved funding for the elevation of approximately eight (8) flood damaged structures in the Parish is as follows:

Federal Share (100%)	\$ 1,363,797.11
Non Federal Share (0%)	\$ 132,748.29
TOTAL PROJECT AWARD:	\$ 1,496,545.40

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the FMA Elevation Program.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue D. W. Guidry, Sr., D. Babin, D. J. Guidry and C. Harding.

NAYS: None.

NOT VOTING: None.

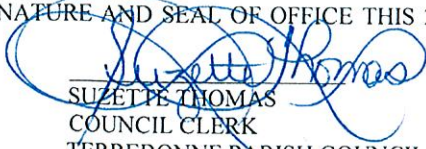
ABSTAINING: None.

ABSENT: S. Trosclair and J. Navy.

The Chairman declared the resolution adopted on this the 26th day of July 2021.

I, SUZETTE THOMAS, 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 Community Development and Planning Committee on July 26, 2021, and subsequently ratified by the Assembled Council in Regular Session on July 28, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 29th DAY OF JULY 2021.


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution authorizing the President to enter into agreement with the Governor's Office of Homeland Security and Emergency Preparedness for the Flood Mitigation Assistance Elevation program.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing the President to enter into the appropriate subgrantee agreement with the Governor's Office of Homeland Security and Emergency Preparedness in order to receive funding and implement the Flood Mitigation Assistance Severe Repetitive Loss/Repetitive Loss Elevation Program.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To enter into an agreement to accept \$1,363,797.11 of FEMA Hazard Mitigation Assistance funding to elevate eight (8) severe repetitive loss or repetitive loss structures under the FMA-PJ-06-LA-2019-005 grant.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL -- N/A

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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Chris Pulaski

Signature

July 20, 2021

Date

4

July 20, 2021

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski
Planning and Zoning Department

SUBJECT: Request for Agenda Item July 26th and 28th, 2021
Community Development & Planning Committee

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into a subgrantee agreement between Terrebonne Parish Consolidated Government and The Governor's Office of Homeland Security and Emergency Preparedness to implement the Flood Mitigation Assistance Program from 2019. Eight repetitive loss properties will be elevated through this program.

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

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A SUBGRANTEE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) TO IMPLEMENT THE FLOOD MITIGATION ASSISTANCE PROGRAM FMA-PJ-06-LA-2019-005.

WHEREAS, the Terrebonne Parish Consolidated Government has applied for funding allocated as a result of the yearly Flood Mitigation Assistance (FMA) program through the Federal Emergency Management agency (FEMA) and the National Flood Insurance Program (NFIP), and

WHEREAS, by communication from the GOHSEP dated July 8, 2021, the Terrebonne Parish Consolidated Government has been notified that its application for federal assistance allocated to elevate repetitive loss structures was approved by FEMA May 4, 2021; and

WHEREAS, the approved funding for the elevation of approximately eight (8) flood damaged structures in the Parish is as follows:

Federal Share (100%)	\$ 1,363,797.11
Non Federal Share (0%)	\$ 132,748.29
TOTAL PROJECT AWARD:	\$ 1,496,545.40

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) is the grantee under this Hazard Mitigation Assistance Program; and

WHEREAS, Terrebonne Parish Consolidated Government is a subgrantee;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate subgrantee agreement with GOHSEP in order to receive funding and implement the FMA Elevation Program.

Section VII

STO Copy
CEA #22-945-169

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Terrebonne Parish Consolidated Government officially domiciled at 8026 Main Street, 7th Floor, Houma, La 70360, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Act 120 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 120 contains a line item appropriation within the Agency's budget for the benefit of Terrebonne Parish Consolidated Government of which the sum of **FIVE HUNDRED THOUSAND & NO/100 (\$500,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: to provide recreational opportunities to the citizens of the State, and specifically Terrebonne Parish and the surrounding area;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II
SCOPE OF SERVICES

2.1 The Contracting Party shall: Plan, design, and construct various recreational features at the Terrebonne Sport Complex, aka Bayou Country Sport Park, including soccer fields, sport lighting, parking areas, access roadways, beach volleyball, and related features.

659-000-6343-35
659-501-8913-20

2.2 Deliverables: the Contracting Party shall construct various recreational improvements at the Terrebonne Sports Complex, aka Bayou Country Sport Park. The Contracting Party shall accomplish this task by having the necessary plans, engineering drawings, specifications, and other relevant materials prepared in order to publicly bid and award the construction of various sections of the Sports Park in Terrebonne. The Contracting party shall construct these improvements via an appropriately licensed construction contractor

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND, HUNDRED & NO/100 (\$500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph.

For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party’s Plan to ensure the Contracting Party’s compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party’s written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency’s fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans *(Please check one)*:

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient

collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001390**.

ARTICLE V

TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the

Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 14 day of September, 2021

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Sarah Mulhearn

[Signature]
Agency Head or designee

[Signature]

Nancy Keaton
Print Name and Title

THUS DONE AND SIGNED AT 230 ^{Houma, LA} Louisiana on the 23rd day, of Aug, 2021.

WITNESSES:

Contracting Party

[Signature]
Lollani H. Adams

[Signature]
Authorized Person

[Signature]
Deborah W. Ortega

Gordon E. Dove
Print Name and Title
Parish President

ATTACHMENT A - PLAN

Act 120 of 2021 Regular Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:

Terrebonne Parish Consolidated Government

NAME AND BRIEF NARRATIVE OF PROGRAM:

Terrebonne Sports Complex

Construction of various sections of the Sports Park in Terrebonne Parish

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)
To provide recreational opportunities to the citizens of the State, and specifically Terrebonne Parish and the surrounding area

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).
1. Build two (2) new soccer fields with lighting by June 30, 2022
2. Spend \$100,000 on access road by June 30, 2022
3. Build one (1) beach volleyball area by June 30, 2022

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)
Complete the Plans and Specifications required to bid the project; Bid and award the project according to public bid law; manage the construction of the project to successful completion

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).
1. Number of soccer fields with lighting built
2. Dollar amount spent on access road
3. Number of beach volleyball areas built

ATTACHMENT B

Page 1

Project Budget (2021-2022)

Act 120 of 2021 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

Anticipated Income or Revenue

Sources *(list all sources of revenue)*

Amounts

1. Act 120 Appropriation	\$ 500,000
2. State Capital Outlay	\$1,000,000
3. Local Match	\$ 260,874
Total all sources	<u>\$1,760,874</u>

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item **Appropriation**

(see Footnote 1 below)

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$1,760,874	\$500,000
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$1,760,874</u>	<u>\$500,000</u>

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Terrebonne Sport Complex

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
NOT APPLICABLE						

Totals

\$ _____ \$ _____

\$ _____

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Terrebonne Sport Complex

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
To Be Determined	Construction of various features at the Terrebonne Sports Park	\$1,760,874	\$500,000

Totals

\$1,760,874

\$500,000

Page 4

Act 120 of 2021 Regular Legislative Session

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Terrebonne Sport Complex

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. NOT APPLICABLE	
Total - Should agree with Attachment B, Page 1	

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

Act 120 of 2021 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20 Act 129 of 2021 Regular Legislative Session (To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Terrebonne Parish Consolidated Government

Contact Name: Kandace M. Mauldin

Telephone: (985) 873-6453 Fax : (985) 873-6457

Goal: To provide recreational opportunities to the citizens of the State, and specifically Terrebonne Parish and the surrounding areas	
Objective(s): 1. Build two (2) new soccer fields with lighting by June 30, 2022 2. Spend \$100,000 on access road by June 30, 2022 3. Build one (1) beach volleyball area by June 30, 2022	
Activity(Activities) Performed: Complete the plans and specifications required to bid the project; bid and award the project according to public bid law; manage the construction of the project to successful completion	
Performance Measure(s): 1. Number of soccer fields with lighting built 2. Dollar amount spent on access road 3. Number of beach volleyball areas built	% , \$ amt. or number complete 1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government

Name of Program: Terrebonne Sports Complex

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	500,000			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$500,000	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

Cost Report for the Period of

Schedule 20

Name of Program: Terrebonne Sports Complex

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.

Print Name and Title _____

Date _____

ATTACHMENT E
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Government

Contractor's Mailing Address: PO Box 2768, Houma, LA 70361

Name of Program: Terrebonne Sports Complex

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Gordon E. Dove, Parish President, PO Box 2168, Houma, LA 70361; gdove@tpcg.org
Kandace M. Mauldin, CFO, PO Box 2168, Houma, LA 70361; kmauldin@tpcg.org
David Rome, Public Works Director, PO Box 2168, Houma, LA 70361; drome@tpcg.org

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

See Above

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings. (ATTACH COPY OF AUDIT FINDINGS) to resolve such issues or findings.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Gordon E. Dove
Print Name and Title
Parish President
Date
8-23-2021

ATTACHMENT E-1
Disclosure and Certification Statement
Act 120 of 2021 Regular Legislative Session

Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Government

Name of Program: Terrebonne Sports Complex

Sub-Contractor's Name: TBD

Sub-Contractor's Mailing Address: TBD

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings. (ATTACH COPY OF AUDIT FINDINGS) to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (Authorized person)

Print Name and Title

Date

Name of Employee:

Schedule 20

[illegible]

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Signature of Authorized Person

Print Name and Title

Date _____

From: Kandace Mauldin
Sent: Tuesday, March 15, 2022 10:48 AM
To: Felicia Aubert; Kayla Dupre
Subject: FW: Scanned image from FIS1_MAIN
Attachments: FIS1_MAIN_20220307_130411.pdf

We need to do a budget amendment for the attached CEA. This is \$500,000 for the BCSP (659-501-8913-20).

-----Original Message-----

From: James Kelly <jkelly@treasury.la.gov>
Sent: Monday, March 07, 2022 12:07 PM
To: Kandace Mauldin <kmauldin@tpcg.org>
Subject: FW: Scanned image from FIS1_MAIN

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. DO NOT click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

-----Original Message-----

From: FIS1_MAIN@treasury.state.la.us <FIS1_MAIN@treasury.state.la.us>
Sent: Monday, March 7, 2022 1:04 PM
To: James Kelly <jkelly@treasury.la.gov>
Subject: Scanned image from FIS1_MAIN

Verify sender email address/content

Reply to: FIS1_MAIN <FIS1_MAIN@treasury.state.la.us> **Device Name:** FIS1_MAIN **Device Model:** MX-M754N
Location: FIS OFFICE

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
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TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2022 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11

TOTAL FUNDING
EXPENDITURES THRU 12/31/20
PROJECT BALANCE

\$	6,643,214
(4,413,119)	
<u>\$</u>	<u>2,230,095</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2021	2022	2023	2024	2025	2026
Jul-12	ORD 8141	FUND 280 PW RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 PW RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 PW RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 PW RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 PW RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

R: 659-000-6343-35

659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
659-000-6318-15

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS					
			2021	2022	2023	2024	2025	2026
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK	95,000					
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131					
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900					
Jul-21	ORD 9295	ARP - FUND 201	250,000					
Apr-21	PENDING BA	ACT 120 OF 2021		500,000				

LESS PRIOR YEARS EXPENDITURES

(4,413,119)

FUNDING AVAILABLE

\$	357,064	\$	1,373,031	\$	500,000	\$	-	\$	-	\$	-
----	---------	----	-----------	----	---------	----	---	----	---	----	---

ENGINEER/ARCHITECT: JOSEPH FURR DESIGN
CONTRACTOR: ALL SOUTH, ENGINEERING
BAYOU IRRIGATION, INC.
LEWIS STONE, LLC.

DESCRIPTION:

EVALUATE THE MERITS AND FEASIBILITY OF ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2021 - MONTH LAST CLOSED

3/16/22

ACCT: 659-501-8913-20

CAPITAL PROJECTS CONTRL

PARKS & GROUNDS

PARISH SPORTS PARK COMPLEX

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,730,095	347,131.53	0	1,382,963
2022	0	.00	7,455	7,455-
CLOSED:				
2015	939,129	5,007.98	N/A	934,121
2016	1,073,526	823,424.49	N/A	250,102
2017	450,102	18,205.00	N/A	431,897
2018	1,279,175	469,624.52	N/A	809,550
2019	1,054,550	934,430.93	N/A	120,119
2020	370,119	13,055.24	N/A	357,064

ACCOUNT EXCEEDS BUDGET AMOUNT

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL



Wednesday, April 13, 2022

Item Title:

Right of Use Agreement between TPCG and Harold Cleveland, Sr.

Item Summary:

An ordinance authorizing the Parish President to execute a renewal of a Right of Use Agreement between Terrebonne Parish Consolidated Government and Harold Cleveland, Sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/15/2022	Executive Summary
Ordinance	3/15/2022	Ordinance
Cooperative Endeavor Agreement	3/15/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance authorizing the Parish President to Execute a renewal of a Right of Use Agreement between TPCG and Harold Cleveland, sr. for the property that bears a municipal address of 408 Country Estates, Houma, LA 70364; and call a public hearing on April 13, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (HMGP) in January of 2003. As part of the "buy-back" portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their "open space" philosophy on the property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the property and uphold the FEMA requirements in exchange for the right of use of the property.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Marager

Date

3-15-22

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RENEWAL OF A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HAROLD CLEVELAND, SR. FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 408 COUNTRY ESTATES, HOUMA, LOUISIANA 70364.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to convey or lease or authorize the conveyance or lease of any lands or property of the parish government.; and

WHEREAS, the Terrebonne Parish Consolidated Government and Harold Cleveland, Sr., desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works 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 a Right of Use Agreement with Harold Cleveland, Sr. for the period set forth in the agreement and approved by the legal department.

SECTION II

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

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

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

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

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
HAROLD CLEVELAND, SR.**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **HAROLD CLEVELAND, SR.**, (SSN XXX-XX-8496) (DOB 09/27/1956), a person of full age of majority, married twice, first to Sonyia Gabriel, from whom he is judicially divorced, and then to Samantha Hayes Cleveland, with whom he lives and resides, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 402 Country Estates Drive, Houma, LA (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and

USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the “Property” or “Premises,” situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, in Section 64, T 16 S, R 17 E, being more particularly described on a map entitled “COUNTRY ESTATES, a subdivision of Property Belonging to Michael Gene Burke and Elie Seaux, Jr., located in Section 64, T 16 E, R 17 E, Terrebonne Parish, Louisiana,” made by Michael Gene Burke, Surveyor, dated June 12, 1967, and of record under Entry No. 325112, in COB 443, at folio 314, of the records of Terrebonne Parish, Louisiana, as LOT NO. SEVEN (7) of Block NO. SIX (6); said lot measuring one hundred seventy-eight feet, four and thirteen-sixteenths inches (178’4-3/16”) on the North side of Country Estates Drive and measuring one hundred ninety-six feet, two and three-fourths inches (196’2-3/4”) on its Eastern lot line and measuring one hundred sixty-two feet, two and one-sixteenth inches (162’2-1/16”) on its Western lot line, and measuring one hundred seventy-five (175’) feet on the rear or northernmost boundary; said lot being bounded on the North by property of Robert H. McClendon, now or formerly, South by Country Estate Drive, East by Lot Six (6) and West by Lot Eight (8), together with all improvements thereon, and all rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

This property bears the Municipal Address: 408 Country Estates Drive, Houma, Louisiana 70364.

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

- 6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.
- 6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

- 7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.
- 7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.
- 7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

- 8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.
- 8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.
- 8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.
- 8.4 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- 8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

- 9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants,

and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

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

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USER’s death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

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

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER’s obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG’s right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

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

- 14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President
P.O. Box 2768
Houma, LA 70361
- 14.1.2 As to USER: Harold Cleveland, Sr.

402 Country Estates Dr.
Houma, LA

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

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

15.4 NO WAIVER

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

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

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

15.7 CLAIMS OR CONTROVERSIES

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

15.8 LEGAL CONSTRUCTION

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

XVI. FEMA COMPLIANCE IF APPLICABLE

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

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352

as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

- 16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.
- 16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 16.7 No Obligation By 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, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND SIGNED on this ____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: **TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

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

Printed: _____

NOTARY PUBLIC

17.2 HAROLD CLEVELAND, SR.

THUS DONE AND SIGNED on this ____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES: **USER**

Printed: _____ **BY:** _____
HAROLD CLEVELAND, SR.

Printed: _____

NOTARY PUBLIC

Category Number:
Item Number: C.



Wednesday, April 13, 2022

Item Title:

Ordinance to adopt Personnel Policy Manual

Item Summary:

An ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/16/2022	Executive Summary
Ordinance	3/16/2022	Ordinance
Backup	3/16/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An Ordinance to adopt the Terrebonne Parish Consolidated Government Personnel Policy Manual

PROJECT SUMMARY (200 WORDS OR LESS)
See above.

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

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: N/A

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

s/Kandace M. Mauldin, CFO

Signature

March 16, 2022

Date

**AN ORDINANCE TO ADOPT THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT PERSONNEL
POLICY MANUAL AS PROPOSED BY THE COMMITTEE AND TO PROVIDE FOR RELATED MATTERS**

SECTION I

WHEREAS, the Terrebonne Parish Consolidated Government's Human Resources Department maintains the Terrebonne Parish Consolidated Government Personnel Policy Manual developed in accordance with the Terrebonne Parish Charter Section 4-10(d); and

WHEREAS, Section 4-10(e) of the Terrebonne Parish Charter provides that the Terrebonne Parish Consolidated Government Personnel Policy Manual be adopted by Ordinance; and

WHEREAS, a committee was made up of directors and employees to review the current Terrebonne Parish Consolidated Government Personnel Policy Manual and propose a new manual that focuses on retaining dedicated employees and competitively attracting and recruiting potential new employees; and

WHEREAS, after several months of meeting and reviewing the policies as well as surveying current employees, the committee presented the proposed manual to Administration, and

WHEREAS, Administration concurs with the recommendations of the committee and desires to adopt the proposed manual as the Terrebonne Parish Consolidated Government Personnel Policy Manual in accordance with the Terrebonne Parish Charter Section 4-10(d).

SECTION II

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the proposed manual be adopted as the Terrebonne Parish Consolidated Government Personnel Policy Manual

SECTION III

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 IV

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

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

PERSONNEL
POLICY MANUAL



Effective MAY 1, 2022

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1.0 INTRODUCTION

- 1.1 Disclaimer
- 1.2 Scope of Coverage
- 1.3 Objectives
- 1.4 Management Rights
- 1.5 Dissemination
- 1.6 Amendment
- 1.7 Administration of the Manual

1.1 DISCLAIMER

If any provision, or any portion thereof, contained in the *Personnel Policy Manual* is held to be unconstitutional, invalid, or unenforceable, that remainder or a portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Henceforth, the *Personnel Policy Manual* shall be known as the manual, Terrebonne Parish Consolidated Government shall be known as the Parish, the Terrebonne Parish Council¹ shall be known as the Council, and the Home Rule Charter² for the Parish shall be known as the Charter.

For ease of reference, please note the following.

- All defined terms³ are in *italics* when used throughout this manual.
- **May** or **should** as used in this manual denotes an ability to use discretion or contingency based on the facts of the situation.
- **Shall**, **will**, or **must** as used in this manual denotes an obligation or mandatory duty, without the use of discretion.
- A **Section** not specifically noting the document refers to a Section of this manual.
- A **subsection** not specifically noting the Section refers to that same Section.
- The Parish President, Parish Manager, and *Director* may appoint a designee to act on their behalf.
- References to the United States Code (USC), Code of Federal Regulations (CFR), and Louisiana law were current as of the date of implementation of this manual. All references to legal citations may be amended by the legislative bodies controlling those laws.

All questions concerning any policy in this manual shall be directed to the *Human Resources Director*.

Prior Parish policies as of the date of the implementation of this manual shall be handled as follows.

- ***Probationary periods*** currently in effect shall continue based on the policy in place on the date of hire.
- **Annual leave hours** shall convert to *personal leave*. *Personal leave* will begin to accrue at the rates in accordance with subsection A of Section 4.5.
- ***Sick leave hours*** shall remain in the *employee's sick leave* bank, but no additional hours shall be accrued unless and until the balance falls below the maximum in accordance with subsection B of Section 4.6. Use of these hours shall be treated in accordance with Section 4.6.
- ***Compensatory time*** shall remain in the *employee's compensatory time* bank, but no additional hours shall be accrued unless and until the balance falls below the maximum in accordance with subsection A of Section 3.6.

¹ The **Council** is the legislative branch of the Parish.

² The **Home Rule Charter** for the Parish can be found online at library.municode.com.

³ Definitions are listed in the **glossary** at the end of this manual.

- **Seniority pay** shall convert to the method of compensation in accordance with subsection A of Section 3.7 with no back pay.
- **Maternity leave** currently in effect shall convert to *parental leave* in accordance with Section 4.7 with no back pay.
- **Continuing education** shall be phased out, and all payments under these policies shall terminate on May 31, 2022. These programs shall be replaced with **merit awards** in accordance with Section 3.8.

An *employee* who violates any policy in this manual shall be subject to disciplinary action in accordance with Section 10.

1.2 SCOPE OF COVERAGE

- A. The provisions of this manual shall apply to all *classified employees* of the Parish. Certain provisions of this manual shall apply to certain *unclassified employees* when specifically stated.
- B. To the extent authorized by law, the provisions of this manual shall apply to all civil service *employees* of the Parish, except for those policies itemized below. Exclusions from this manual shall not affect the application of policies provided for by federal law, state law, civil service regulations, or the personnel and standard operating procedures manuals specific to the *departments* of the Parish employing civil service members.
 - 2.4 Nepotism
 - 2.5 Vacancies
 - 2.8 Probation
 - 2.10 Transfer
 - 2.11 Demotion
 - 3.1 Classification Plan
 - 3.2 Salary Plan
 - 3.3 Pay Period
 - 4.5 Personal Leave
 - 4.6 Sick Leave
 - 4.8 Disability
 - 5.5 Leave of Absence Without Pay
 - 5.6 Administrative Leave
 - 6.1 Attendance
 - 6.8 Personal Appearance
 - 9.0 Non-Disciplinary Separation
 - 10.3 Disciplinary Action Appeals
 - 10.4 Human Resources Board
- C. It is the policy of the Parish that this manual be used as an outline of the basic human resources policies, practices, and procedures. The manual, however, is not intended to alter the employment-at-will relationship in any way for *unclassified* and *probationary employees*. This

manual contains general statements of Parish policy and should not be read as including the fine details of each policy.

- D. The provisions of this manual are subject to preemption by all applicable federal and state laws.
- E. Unless subject to exception of any Section, the provisions within this manual shall become a part of the employment conditions of each *employee* and employment with the Parish shall be contingent upon the *employee's* compliance with those provisions. No provision of this manual, or the manual itself, shall be considered to constitute a contract of employment.

1.3 OBJECTIVES

The Parish recognizes that a Human Resources Department, which recruits and retains competent, dependable *employees*, is indispensable to effective, efficient parish government.

The rules and procedures in the following pages are designed to:

1. promote high morale among Parish *employees* by fostering good working relationships and by providing uniform human resources policies, opportunities for advancement, and consideration of *employee* needs and desires;
2. maintain recruitment and *promotion* practices which will enhance the attractiveness of a Parish career and encourage *employees* to give their best effort to the Parish and the public;
3. provide courteous and dependable service to the public;
4. provide fair and equal opportunity for qualified persons to enter and progress in the Parish service in a manner based on merit and fitness as ascertained through fair and practical human resources management methods;
5. conduct all operations in an ethical and legal manner to generate by its actions a reputation as an efficient, progressing body in the community and state; and
6. provide a guide to Parish *employees* which gives written expectations for standards of work and *benefits* of employment.

1.4 MANAGEMENT RIGHTS

The Parish President and the *Human Resources Director* maintain the right to establish and interpret the policies governing its work forces, in accordance with the Charter, including the determination of methods and procedures, size of the working force, assignment of duties, hours of employment, compensation of *employees*, employment, discipline, *promotion*, *transfer*, and the right to relieve *employees* from duty because of lack of work or other legitimate reasons.

The provisions of this manual are not a complete statement of the policies regarding Parish *employees*.

1.5 DISSEMINATION

All *employees* shall be informed of the existence of these rules and shall sign an acknowledgement⁴ indicating they have reviewed the manual. An electronic copy will also be available on the Intranet and the *employee* portal.⁵

1.6 AMENDMENT

This manual may be changed, supplemented, or superseded at any time in accordance with the Charter.

1.7 ADMINISTRATION OF THE MANUAL

In addition to other duties as set forth in this manual and in the Charter, the *Human Resources Director* shall:

1. exercise leadership in developing a system of effective human resources administration within the Parish;
2. administer and interpret policies and procedures as they apply to all *departments* and *employees*;
3. maintain records of all *employees*, subject to the provisions set forth herein; and
4. advise *management* in all areas of human resources administration, including *employee-management* relations; training and career development; and *employee* health, safety, and morale.

⁴ The **Employee Personnel Policy Manual Acknowledgement** is available from the Human Resources Department.

⁵ **teamTPCG**, the *employee* portal, can be found online at teamTPCG.org.

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2.0 EMPLOYMENT

- 2.1 Equal Employment Opportunity
- 2.2 Workplace Harassment and Discrimination
- 2.3 Workplace Violence
- 2.4 Nepotism
- 2.5 Vacancies
- 2.6 Medical Examination
- 2.7 Employee Status
- 2.8 Probation
- 2.9 Training and Certification
- 2.10 Transfer
- 2.11 Demotion
- 2.12 Employee Files

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Parish is an equal employment opportunity employer and does not discriminate against an applicant or *employee* because of a person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.⁶ This includes decisions regarding hiring, *discharge*, compensation, assignment, classification, *transfer*, *promotion*, *reduction in force*, recall, recruitment, testing, use of company facilities, training, *benefits*, and all other terms and conditions of employment opportunities, which shall be made based on job-related qualifications and abilities.

The Parish shall always follow the current guidelines from the U.S. Equal Employment Opportunity Commission (EEOC).⁷

2.2 WORKPLACE HARASSMENT AND DISCRIMINATION

As an equal opportunity employer, the Parish is firmly committed to providing a productive work environment that is free of unlawful *harassment* and *discrimination*. The Parish will not tolerate *harassment* or *discrimination* based on an individual's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic.

The Parish's commitment applies to all decisions regarding hiring, *dismissal*, compensation, assignment, classification, *transfer*, *promotion*, *reduction in force*, recall, recruitment, testing, use of company facilities, training, *benefits*, and all other terms and conditions of employment opportunities, which shall be made based on job-related qualifications and abilities. This includes a commitment to provide reasonable accommodations that enable qualified disabled individuals to perform the essential functions of their jobs.

- A. All members of *management* and *employees* are expected to create and maintain a work environment free of *harassment* and *discrimination* where all persons are respected. This includes the duty to:
1. report all instances and complaints of *harassment* and/or *discrimination*, whether experienced personally or witnessed, to *management* or the *Human Resources Director*;
 2. take the appropriate action to correct and prevent *harassment* or *discrimination*; and
 3. cooperate with any investigation into complaints of *harassment* or *discrimination*.

Employees must recognize that personal behavior, conduct, and language that are acceptable to one person may offend another. This policy is based on the effect of an individual's action rather than the intent. Even if an *employee* intended no harm, if the effect is offense, humiliation,

⁶ The **Prohibited Employment Policies/Practices** can be found online at eeoc.gov.

⁷ The **U.S. Equal Employment Opportunity Commission (EEOC)** can be found online at eeoc.gov.

intimidation, insult, or ridicule of another *employee*, the result may create a violation of this policy. This policy is not meant to interfere with or discourage friendships among *employees*. However, *employees* must be sensitive to behavior, conduct, and language that may be considered offensive to other *employees*.

- B. Actions, words, jokes, or comments based on an individual's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic **will not be tolerated**.
1. **Harassment on the grounds of a legally protected class.** Any verbal, physical, or visual conduct toward an individual or a group related to a *legally protected class*, which makes that individual or group feel frightened, offended, humiliated, intimidated, insulted, ridiculed, undermined, or reinforces stereotypes is considered *harassment*. Examples include:
 - a. using derogatory names, insults, jokes, verbal abuse, threats, or comments in discussion or conversations aimed at a *legally protected class*;
 - b. ridiculing an individual or group solely based on their *legally protected class*; and
 - c. refusing to cooperate, work, or associate with an individual or group because of their *legally protected class*.
 2. **Sexual harassment.** Any unwelcomed sexual advance, request for a sexual favor, and any other verbal, physical, or visual conduct of a sexual nature where such actions or allowance of such actions are made a condition of employment, interfere with an individual's work performance, or create an intimidating, hostile, or offensive working environment are considered sexual harassment. Examples include:
 - a. requiring a sexual act or favor to keep a job or obtain a *promotion*, additional compensation, or other benefit;
 - b. directing or implying threats that submission to sexual advances will be a condition of employment or continued service with the Parish;
 - c. possessing, viewing, or disseminating while on duty material such as pornographic or sexually explicit posters, calendars, graffiti, jokes, cartoons, or objects;
 - d. unwanted, unwelcomed, and unwarranted sexual advances (e.g., sexual requests, comments, or innuendoes; sexual jokes, gestures, or statements; suggestive messages through text, instant message, email, or voicemail; leering; or stalking);
 - e. intentional, malicious, or unwelcomed physical conduct that is sexual in nature (e.g., touching, pinching, patting, brushing against, massaging, pulling at another's body or clothes); and
 - f. physical assaults on other *employees* (e.g., rape, sexual battery, molestation) or any attempt to commit such acts.

- C. All *employees* have the right to raise concerns and/or file complaints regarding an alleged violation of this policy.
1. If an *employee* thinks they have been *harassed* or *discriminated* against, or if an *employee* thinks they have witnessed *harassment* or *discrimination* of any other *employee*, they shall report the alleged violation as soon as possible to the *employee's supervisor*.
 2. If an *employee* thinks they have been *retaliated against* for resisting or complaining about any unlawful *harassment* or *discrimination*, they shall report the alleged *retaliation* as soon as possible to the *employee's supervisor*.
 3. If the *supervisor* is unavailable, or if the *employee* does not feel it would be appropriate to report to their *supervisor*, the *Director* or the *Human Resources Director* shall be notified.

When reporting an alleged act in violation of this policy, an *employee* must be as specific and detailed as possible. Any *employee* who becomes aware of violations of this policy shall promptly advise their *supervisor* and the *Human Resources Director*, who will handle the matter promptly.

The Parish prohibits *retaliation* against any *employee* who lodges a good faith concern or complaint of unlawful *harassment* or *discrimination* or who participates in any related investigation.

The Parish recognizes that making false accusations of *harassment* or *discrimination* in bad faith can have serious consequences for those who are wrongly accused. **Therefore, the Parish prohibits employees from deliberately making false, misleading, and/or malicious allegations of *harassment* or *discrimination*, as well as deliberately providing false or misleading information during an investigation.**

- D. The Parish will take all allegations of violations of this policy seriously and will investigate the claim to determine whether the policy was violated based on a thorough review of the facts and circumstances of each situation.
1. **Results of investigation.** The Parish will complete its investigation in a timely manner. All *employees* are required to cooperate with such investigations. The Parish will promptly notify the complainant and the alleged *harassing* party of the outcome of the investigation and any remedial action to be taken once the investigation is complete.
 2. **Conflict of interest.** The Parish will make every effort to ensure that parties named in the report, or those too closely associated with parties involved in the report, will not participate in the investigation.
 3. **Third-party investigator.** The Parish reserves the right and hereby provides notice that *third parties* may be used to investigate claims of a violation of this policy.

The EEOC⁸ enforces federal *discrimination* laws. If an *employee* thinks they have been discriminated against, *harassed*, or *retaliated* against for resisting or complaining about any unlawful *harassment* or *discrimination*, the *employee* may file a complaint with the EEOC.

The Louisiana Commission on Human Rights⁹ also has enforcement power over claims of *discrimination* prohibited by Louisiana law.

- E. Every *employee* shall be required to undergo at least one (1) hour of *harassment* and *discrimination*/diversity training per calendar year.

2.3 WORKPLACE VIOLENCE

The Parish is concerned with its *employees'* safety and health and is firmly committed to reducing the risk of *workplace violence* by providing a *workplace* free from any type of violence. The Parish shall not tolerate *violence* in the *workplace* and shall make every effort to prevent violent incidents from occurring.

- A. Prompt and accurate reporting of all violent incidents or threats shall be required whether physical injury has occurred or not.

The Parish shall not discriminate against victims of *workplace violence* nor *retaliate* against an *employee* for reporting a violent incident in the *workplace* or participating in an investigation into *workplace violence*.

- B. The Parish shall be responsible for creating and maintaining a *workplace* designed to prevent and deter *workplace violence* by:
1. communicating the policy prohibiting *workplace violence* and the Parish's procedures for addressing such situations to all *employees*;
 2. designating an individual in the Human Resources Department to be responsible for the overall implementation of a *workplace violence* prevention program;
 3. assessing each *department's* vulnerability for *workplace violence* (threat assessment);
 4. developing and implementing a plan to address and prevent *workplace violence* (crisis management plan);
 5. ensuring that all *employees* are aware of the reporting procedure;
 6. protecting victims of *workplace violence*;
 7. providing training to *management* about recognizing conditions that might contribute to *workplace violence*, and to properly address and respond to these situations;
 8. providing training to *employees* about recognizing and responding to potentially violent or violent situations in the *workplace*;

⁸ The U.S. Equal Employment Opportunity Commission (EEOC) can be found online at eeoc.gov.

⁹ The Louisiana Commission on Human Rights can be found online at louisiana.gov.

9. establishing relationships with supportive services that may need to be contacted in response to *workplace violence*; and
10. providing information to *employees* about resources and services available to them in response to *workplace violence* and the potential for domestic violence to enter the *workplace*.

C. Examples of *workplace violence* include:

1. injuring another person physically or mentally;
2. engaging in behavior that creates a reasonable fear of injury to another person;
3. engaging in behavior that subjects another person to extreme emotional distress;
4. possessing, brandishing, or using a weapon that is not required by the *employee's position* while at the *workplace* or engaged in Parish business;
5. damaging property intentionally;
6. threatening to injure a person or to damage property; and
7. committing injurious acts motivated by or related to domestic violence or sexual harassment.

- D. All *employees* have the right to raise concerns and/or file complaints of an alleged violation of this policy. All allegations of violations of this policy must be reported as soon as possible to the *employee's supervisor*. If their *supervisor* is unavailable or if the *employee* does not feel it would be appropriate to report to that person, the *Director* or the *Human Resources Director* shall be notified.

When reporting an alleged act in violation of this policy, an *employee* must be as specific and detailed as possible. Any member of *management* or *employee* who becomes aware of violations of this policy shall promptly advise the *Director* and the *Human Resources Director*, who will handle the matter in a timely manner.

The Parish prohibits *retaliation* against any *employee* who lodges a good faith concern or complaint of *workplace violence* or who participates in any related investigation.

The Parish recognizes that making false accusations of *workplace violence* in bad faith can have serious consequences for those who are wrongly accused and **prohibits deliberately making false and/or malicious allegations of *workplace violence*, as well as deliberately providing false information during an investigation.**

- E. The Parish will take all allegations of violations of this policy seriously. The Human Resources Department will investigate the claim to determine whether the policy was violated based on a thorough review of the facts and circumstances of each situation.
- F. Acts of violence occurring outside of the *workplace* may be grounds for disciplinary action where the *appointing authority* determines that the violent conduct committed has an adverse impact

on the *employee's* ability to perform the responsibilities and duties assigned to their *position* or that it undermines the effectiveness of the Parish's activities.

2.4 NEPOTISM

The Parish will not employ members of the *immediate family of employees* to work in the same office or work crew or in a direct *supervisory* relationship and will comply with La. R.S. 42:1119.¹⁰

2.5 VACANCIES

- A. *Management* shall notify the *Human Resources Director* in writing when a *vacancy* occurs or is imminent.
- B. The *Human Resources Director* shall publicly announce by appropriate means all *vacancies* to be filled in the Parish and shall maintain a list of announced *vacancies* for public inspection. Each announcement shall contain a statement affirming the Parish's commitment to a policy of equal employment opportunity.
- C. The applications shall be accepted for a minimum period of three (3) days.
- D. An application must be properly completed and submitted before the applicant will be considered for employment or transfer.
- E. The Human Resources Department will review and screen all applicants. Applicants with appropriate qualifications may be interviewed by *management*.
- F. Applicants shall be required to provide any information and undergo any examinations necessary to demonstrate compliance with prescribed qualification requirements for the *positions* involved.
- G. The Human Resources Department may reject any application which does not provide evidence of the minimum qualifications required for the *position*. An applicant may also be eliminated from consideration upon other reasonable grounds, including:
 - 1. failing or refusing to submit to a mandatory *drug* or *alcohol* test;
 - 2. having been *dismissed* from previous employment, including with the Parish, *for cause*;
 - 3. having a poor driving record and/or an excessive number of violations for *positions* in which driving a Parish vehicle is one of the essential elements of the job;
 - 4. refusing to participate in the retirement system as required;
 - 5. being under the age of 18;
 - 6. being an undocumented worker not legally allowed to work; or

¹⁰ La. R.S. 42:1119 can be found online at legis.la.gov.

7. having been convicted of any felony or other crime that indicates the applicant may not be suitable for the job for which they are applying.

2.6 MEDICAL EXAMINATION

- A. In the interest of ensuring that prospective employees are physically able to perform the duties of their new position, the Parish shall require a medical examination after making an offer of employment to a job applicant and before the prospective employee begins their employment duties. The offer of employment will be conditioned on the results of that medical examination.
- B. The Parish may also require an *employee* to undergo a medical examination or psychological evaluation (fit-for-duty) anytime during employment where it is questionable whether the *employee* is capable of performing the duties of their job or when it is deemed to be in the best interest of the Parish, its other *employees*, or the public.
- C. The Parish will select the physician or other health care provider to administer any medical examination or psychological evaluation required in accordance with this Section. The cost of all such medical examinations or psychological evaluations shall be borne by the Parish.
- D. The results of all medical examinations and psychological evaluations shall be evaluated by the Human Resources Department to determine if further action is necessary.

2.7 EMPLOYEE STATUS

All *employees* of the Parish shall be designated *full-time* or *part-time* and *permanent*, *temporary*, or *seasonal*.

2.8 PROBATION

The purpose of the *probationary period* is for *management* to closely observe and evaluate the work and fitness of *employees*. *Management* shall retain only those *employees* who meet acceptable standards during the *probationary period*.

- A. Upon employment, all *classified employees* shall be required to successfully complete a minimum *probationary period* of one hundred and eighty (180) days and have a satisfactory formal evaluation in accordance with subsection C to be considered a *permanent employee*.
- B. An *employee* may be *terminated* at any time during the *probationary period* when, in the judgment of *management*, the *employee's* fitness and/or quality of work do not merit continuation in the *position*.
- C. Prior to the end of the *probationary period*, *management* shall conduct a formal performance evaluation to determine whether the *employee* meets the acceptable standards of their *position* and thus will become *permanent employee*.

2.9 TRAINING AND CERTIFICATION

- A. All *employees* may be required to attend at least four (4) hours of approved training annually, with at least two (2) hours of the training related to general employment issues and/or safety issues. Records of *employee* training will be maintained by the Risk Management and Human Resources Departments.
- B. The *Human Resources Director* may periodically examine current and proposed training programs to ensure their relevance to both the present and projected employment needs of the Parish and the identified training needs of the *employees*.
- C. All *employees* shall receive on-the-job training to prepare them for performance of tasks for which they are accountable. The purpose of on-the-job training is to show the *employee* the duties to be performed, the correct procedures for accomplishing those duties, and the level of achievement expected. Conducting such training is the responsibility of *management*.
- D. *Management* shall counsel *employees* in planning career development toward *promotion*. Specific training programs, prerequisite to certain *promotions*, may be prescribed and monitored by *management* with the approval of the *Human Resources Director*.
- E. The Parish will cover 100% of the cost of all job-required *employee* certification. Before the Parish approves payment for the cost of any certification exceeding \$500, the *employee* must sign a Cost of Training Payback Agreement,¹¹ which shall be kept in the employee's personnel file.
 - 1. If the cost of any certification exceeds \$500, the *employee* must agree to remain employed by the Parish for one (1) year following completion of the certification.
 - 2. If the cost of any certification exceeds \$1,000, the *employee* must agree to remain employed by the Parish for two (2) years following completion of the certification.
 - 3. Should the *employee* voluntarily *terminate* employment prior to completing the agreed upon one (1) or two (2) year employment term, the *employee* shall reimburse the Parish for the full amount of the cost of the certification.
- F. The Parish may require a newly appointed *peace officer* to enter into a written employment contract as authorized by La. R.S. 40:2405(F),¹² as may be amended, to recapture *peace officer* training costs from those officers who leave employment prior to the employment period established in the statute.

2.10 TRANSFER

- A. A request for a *transfer* to another open *position* may be made by any *classified employee* to their *supervisor*. Any such *transfer* may be granted at the discretion of *management*.

¹¹ The **Cost of Training Payback Agreement** can be found on the *employee* portal at teamTPCG.org or from the Human Resources Department.

¹² **La. R.S. 40:2405(F)** can be found online at legis.la.gov.

- B. The Parish reserves the right to *transfer* its *employees* from one *position* to another or from one *department* to another according to need. If an *employee* refuses to be *transferred*, that *employee* may be subject to *termination*.
- C. A temporary *transfer* may be made to cover a short-term *vacancy* at the discretion of the *appointing authority*.

2.11 DEMOTION

Management may *demote* an *employee* whose ability to perform their required duties falls below *department* standard. *Demotion* to a lesser *position* may entail pay reductions as deemed appropriate by the *appointing authority*.

2.12 EMPLOYEE FILES

The *Human Resources Director* shall maintain official *employee* files on all Parish *employees*.

- A. Unless otherwise provided by law, *employee* files and information shall be confidential. The Louisiana Public Records Law governs the confidential and public characteristics of employee files.
- B. An *employee* shall have a right of reasonable inspection of their *employee* file. Any *employee* wishing to view their file shall make an appointment to do so at the Human Resources Department. Any *employee* wishing to obtain a copy of their *employee* file shall make a formal public records request.¹³
- C. No *employee* shall be allowed to remove any item from the *employee* file. If an *employee* disagrees with any information, they must immediately notify either their *supervisor* or the *Human Resources Director*. The *employee* may request a correction, ask for a deletion, or write a statement of disagreement with any item in the file, but only with the knowledge of the *employee's supervisor* and the *Human Resources Director*.
- D. *Management* may request to view an *employee* file if an *employee* requests a *transfer* to that department or if a former *employee* applies for an open *position*.

¹³ Request any **Parish public records** online from the Parish Records Custodian at TPCG.org pursuant to **La. R.S. 44:1**.

3.0 COMPENSATION AND CLASSIFICATION

- 3.1 Classification Plan
- 3.2 Salary Plan
- 3.3 Pay Period
- 3.4 Performance Evaluations
- 3.5 Overtime
- 3.6 Compensatory Time
- 3.7 Seniority Pay
- 3.8 Merit Awards
- 3.9 Holiday Compensation
- 3.10 Emergency Compensation
- 3.11 Travel
- 3.12 Workers' Compensation Insurance
- 3.13 Garnishments

3.1 CLASSIFICATION PLAN

The *Human Resources Director* shall prepare and administer the *classified human resources system* for the Parish based on an analysis of duties and responsibilities of *positions*. Class specifications shall include official classification title, nature of work, examples of duties, and minimum qualifications.

- A. Each *Director* shall be provided a copy of the *classification plan* and any amendments thereto. Official classification titles shall be used in all human resources and payroll matters.
- B. Annually, or at the request of a *Director*, the *Human Resources Director* may review the duties and responsibilities of any Parish *position* and make necessary adjustments to the *classified human resources system*.

3.2 SALARY PLAN

The Parish shall establish a *salary plan* within the *classified human resources system* with salary and wage ranges which provide for differentials among *positions* in the different classes of the *classified human resources system*.

- A. The *Human Resources Director* shall prepare and administer the *salary plan* for Parish *employees* subject to the annual budget approved by the Council. In positioning classes on salary schedules, the *Human Resources Director* shall consider the prevailing rates of pay among public and private employers, the duties, responsibilities, and qualifications required of *employees* in the respective classes, and other relevant factors.
- B. All new *employees* shall be compensated at no less than the minimum salary in the approved salary range for the *position*. The hiring *department* may recommend hiring above the minimum salary in the approved salary range for a *position* based on the knowledge, skills, abilities, and/or education of the new *employee*.
- C. An *employee* shall only be paid more than the maximum rate established in the approved *salary plan* when a cost-of-living adjustment (COLA) is applied.
- D. A *department* may recommend additional compensation for an *employee* anytime during employment applicable to skilled trade certifications, degrees, or licenses for the benefit of the *department* and the Parish.

3.3 PAY PERIOD

All Parish *employees* are paid biweekly unless otherwise provided by law. If a *holiday* falls on the scheduled payday, payment is issued on the preceding day. **Timesheets must first be approved and signed by management then submitted to Payroll for Parish employees to be paid.**

3.4 PERFORMANCE EVALUATIONS

To assist and motivate *employees* to obtain their maximum potential, the Parish shall require at minimum an annual performance evaluation with *classified employees* in accordance with the policy set by the *Human Resources Director*. Performance evaluations may also be conducted with *unclassified employees* at the discretion of the Parish President.

A. The specific objectives of performance evaluations include:

1. motivating and guiding *employees* toward greater self-development and improved performance by discussing significant strengths and areas needing improvement in a positive, constructive manner;
2. providing a means for evaluating *employee* suitability for *promotional* opportunities;
3. identifying training resource needs;
4. providing a record of *employee* progress;
5. providing a means of recommending *employees* for *reduction in force*;
6. providing a means to assist *management* in making merit salary determinations; and
7. providing a record of *employee's* prior performance.

B. Performance evaluations shall be prepared by the *employee's supervisor*, reviewed and signed by the next higher member of *management*, **then** discussed with the employee **in private**.

C. At the conclusion of the evaluation, the *employee* shall be required to sign the evaluation indicating that the evaluation was completed and discussed with them. Signing the evaluation will not indicate agreement or disagreement with the evaluation.

3.5 OVERTIME

A. The Parish shall follow the U.S. Fair Labor Standards Act (FLSA),¹⁴ as may be amended, which requires *overtime* compensation for *non-exempt employees* who physically work over forty (40) hours in a workweek at a rate not less than one and one-half (1.5) times their regular rate of pay unless otherwise provided by law.

B. *Exempt employees* shall not be entitled to *overtime* compensation.

C. *Non-exempt employees* must obtain approval from *management* prior to performing *overtime* work. This includes any work taken home to complete.

D. *Management* shall try to allocate *overtime* as evenly as possible among *non-exempt employees* qualified to do the work.

¹⁴ The **FLSA** can be found online at dol.gov.

- E. Any questions regarding the provisions of the FLSA and the designation of an *employee* as *exempt* or *non-exempt* shall be addressed by the Human Resources Department.
- F. The following shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA: *personal leave, sick leave, compensatory time, holiday benefit, emergency day benefit, parental leave, military leave, civil leave, short-term disability, workers' compensation, administrative leave, and leave of absence without pay.*

3.6 COMPENSATORY TIME

- A. In accordance with the FLSA and as a last resort due to budgetary constraints on the Parish, all *non-exempt employees* may accrue up to sixty (60) hours of *compensatory time* as approved for the *department*.

Non-exempt employees who fall under civil service may accrue up to two hundred and forty (240) hours of *compensatory time*.

- B. An *employee* who has accrued the maximum number of hours of *compensatory time* shall be paid *overtime* compensation for any additional *overtime* hours worked until the balance falls below the maximum again.
- C. An *employee* shall be permitted to use accrued *compensatory time* after it is requested if it would not unduly disrupt the operations of the *department*. All requests to use *compensatory time* shall be directed to the *employee's supervisor*.
- D. *Management* may, at its discretion, direct an *employee* to use their *compensatory time*.
- E. An *employee* may be required to use *compensatory time* prior to using *personal leave, sick leave, or any type of leave without pay*.
- F. *Employees* shall be compensated for all accrued *compensatory time* upon *termination of employment, transfer to another department, or change to exempt status based on the current rate of pay*.
- G. The Human Resources Department shall keep records of all *compensatory time* earned and used by *employees* in accordance with federal law.

3.7 SENIORITY PAY

It is the policy of the Parish to provide eligible *employees* with *seniority* pay in increments per year of continuous service to recognize their dedication to the Parish.

- A. Each *full-time, permanent employee* will earn *seniority* pay for each year of continuous *full-time, permanent* employment with the Parish as follows beginning in their fourth (4th) year of service.

<i>Current year of employment</i>	Compensation
1 thru 10	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10
11 thru 20	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10, plus• An additional \$0.05 per hour per year for years 11 thru 20
21 and beyond	<ul style="list-style-type: none">• An additional \$0.01 per hour per year for years 1 thru 10, plus• An additional \$0.05 per hour per year for years 11 thru 20, plus• An additional \$0.10 per hour per year for years 21 and beyond

- B. On the pay period that begins their fourth (4th) year of employment based on the *employee's seniority date*, the *seniority* pay shall be added to the *employee's* pay.
1. For *non-exempt employee's*, the *seniority* pay shall be added to their hourly rate.
 2. For *exempt employees*, the *seniority* pay shall be added to their salary.
- C. *Seniority* pay shall be added during payroll and shall not be included when determining pay changes, such as cost of living adjustments or merit increases.

3.8 MERIT AWARDS

The purpose of this policy is to encourage and reward unusual and meritorious suggestions, actions, procedures, and accomplishments by Parish *employees*, which promote economy and efficiency in the performance of any function of the government.

- A. Merit awards are available to *full-time, permanent employees* of the Parish in accordance with the provisions of this Section.
- B. Nothing herein shall conflict with civil service rules and regulations. An *employee* receiving incentive pay under the Houma Municipal Civil Service Rules shall not be eligible for the same or similar award under the merit award policy.
- C. Merit awards shall be in cash and not exceed two thousand dollars (\$2,000). Merit awards may be payable to the *employee* in reasonable monthly installments not to exceed a one (1) year period.

- D. An *employee* eligible for an award shall submit a written application to the *merit award committee* within thirty (30) days of obtaining the achievement. Applications must include explanations or documentation in support of the award. The *merit award committee* shall review the claim and make a determination in writing whether to grant or deny the merit award.
- E. An *employee* may nominate another *employee* by written application to the *merit award committee* within thirty (30) days of the qualifying event.
- F. Merit awards shall be paid for the following achievements.

No.	Achievement	Amount
1	A multilingual <i>employee</i> who provides interpretation services when those services are not required or expected of the <i>employee</i>	\$50 per occasion or \$1,000 per year (if provided frequently)
2	A life-saving act by an <i>employee</i> whose job does not include first responder duties	\$1,000 per occasion
3	An <i>employee</i> who obtains a certificate of successful training (or certificate renewal) required for a department or public benefit, but not required for the performance of the <i>employee's</i> job	\$2,000 per occasion
4	An employee obtaining a bachelor's degree in their field of work (excluding general studies) from a Louisiana accredited school.	\$750 (in a single, one-time payment only)
5	An employee obtaining an associate's degree in their field of work (excluding general studies) from a Louisiana accredited school.	\$500 (in a single, one-time payment only)
6	An <i>employee</i> obtaining a notary commission and authorized by Administration to notarize Parish documents	\$50 per occasion or \$1,000 per year (if provided frequently)
7	An <i>employee</i> who offers a written suggestion to the <i>Human Resources Director</i> regarding the change of policies or practices resulting in significant financial savings by the Parish ¹⁵	\$500 per occasion

- G. The merit award, once approved, shall be added to the *employee's* payroll check. If monthly payments are utilized, the monthly amount of the award shall be added on the *employee's* first payroll check of each month.
- H. Merit awards are not wages and shall not be included when determining pay changes, such as

¹⁵ This award is **not** available to *employees* whose job includes developing or implementing such changes; whose suggestion is written in the form of an individual complaint; whose plan is already being researched or considered; and whose plan does not simply transfer expenses from the Parish to another entity.

cost of living adjustments or merit increases.

3.9 HOLIDAY COMPENSATION

The following compensation policy shall be observed for Parish *holidays*.¹⁶

A. *Non-exempt employees*

1. **Holiday benefit.** For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
2. **Holiday regular allowance.** For hours worked that do not require *overtime* compensation.¹⁷

Type of employee	Rate of compensation
Non-civil service	One and one-half (1.5) times their regular rate of pay
Civil service	Regular rate of pay

3. **Holiday overtime allowance.** For hours worked that require *overtime* compensation.¹⁷

Type of employee	Rate of compensation
Non-civil service	Two (2) times their regular rate of pay
Civil service	One and one-half (1.5) times their regular rate of pay

B. *Exempt employees*

1. **Holiday benefit.** For the hours they would normally be scheduled to work if the day were not a *holiday*, but not to exceed eight (8) hours, *employees* shall be paid at their regular rate of pay.
2. **Holiday regular allowance.** *Exempt employees* are not eligible for holiday regular allowance.
3. **Holiday overtime allowance.** *Exempt employees* are not eligible for holiday overtime allowance.

C. *Holidays* that occur on an *employee's* regularly scheduled day off shall be paid as a *holiday benefit*.

D. *Holidays* that occur during a period of accrued paid leave, such as *sick leave* or *personal leave*, shall be paid as a *holiday benefit*, and the *employee* will not be charged leave for the absence.

¹⁶ For more information about **Parish holidays**, see Section 4.4.

¹⁷ In accordance with subsection A of Section 3.5 and the overtime rules of the FLSA.

- E. Should an *employee* who is required to work on a *holiday* call in sick, that *employee* must present a medical excuse on the first day returning to work or the *employee* may not receive the *holiday benefit* and may be subject to disciplinary action.
- F. *Holidays* that occur during leave without pay, *suspension*, *parental leave*, *administrative leave*, workers' compensation, or short-term disability shall not be paid as a *holiday benefit*.
- G. *Employees* missing any portion of the day before or after a *holiday* on *unauthorized leave* will not be paid the *holiday benefit*.
- H. *Holiday benefit* shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA.
- I. *Part-time employees* are not eligible for *holiday benefit*, holiday regular allowance, and holiday overtime allowance.
- J. If a *holiday* falls during a declared *emergency day*, the emergency compensation policy will be followed in accordance with Section 3.10, and no holiday compensation will be provided.

3.10 EMERGENCY COMPENSATION

Should the Parish President deem a workday an *emergency day* in accordance with Section 5.7, the following compensation policy shall be observed.

A. *Non-exempt employees*

1. **Emergency day benefit.** For the hours they would normally be scheduled to work if the day were not an *emergency day*, *employees* shall be paid at their regular rate of pay.
2. **Emergency regular allowance.** For hours worked that do not require *overtime* compensation.¹⁸

Type of employee	Rate of compensation
Non-civil service	One and one-half (1.5) times their regular rate of pay
Civil service	One and one-half (1.5) times their regular rate of pay

3. **Emergency overtime allowance.** For hours worked that require *overtime* compensation.¹⁸

Type of employee	Rate of compensation
Non-civil service	Two (2) times their regular rate of pay
Civil service	Two (2) times their regular rate of pay

¹⁸ In accordance with subsection A of Section 3.5 and the overtime rules of the FLSA.

B. *Non-exempt employees* are prohibited from working over sixteen (16) hours in a twenty-four (24) hour period without *Director* approval.

C. *Exempt employees*

1. ***Emergency day benefit.*** For the hours they would normally be scheduled to work if the day were not an *emergency day*, *employees* shall be paid at their regular rate of pay.
2. ***Emergency regular allowance and personal leave.***

Hours worked	Compensation type	Rate of compensation
First eight (8) hours	<i>Personal leave</i>	One (1) hour of leave for every hour worked
Second eight (8) hours	Emergency regular allowance	Employee's annual earnings below \$65,000: one and one-half (1.5) times their equivalent hourly rate of pay for every hour worked
		Employee's annual earnings of \$65,000 or above: their equivalent hourly rate of pay for every hour worked

3. ***Emergency overtime allowance.*** *Exempt employees* are not eligible for emergency overtime allowance.
- D. *Exempt employees* shall not be compensated more than sixteen (16) hours in a twenty-four (24) hour period.
- E. *Emergency days* that occur during a period of accrued paid leave, such as *sick leave* or *personal leave*, shall be paid as an *emergency day benefit*, and the *employee* will not be charged leave for the absence.
- F. Should an *employee* who is required to work on an *emergency day* call in sick, that *employee* must present a medical excuse on the first day returning to work, or the *employee* may not receive the *emergency day benefit* and may be subject to disciplinary action.
- G. *Emergency days* that occur during leave without pay, *suspension*, *parental leave*, *administrative leave*, *workers' compensation*, or short-term disability shall not be paid as an *emergency day benefit*.
- H. *Emergency day benefits* shall not be considered time worked for purposes of determining *overtime* entitlement under the FLSA.
- I. The Parish shall not be obligated to pay more than ten (10) days under the terms of this policy without formal extension from the Parish President.
- J. Emergency compensation timesheets for *exempt* and *non-exempt employees* must be approved by the *supervisor* and *Director* **before** they are submitted to the Finance Department.

3.11 TRAVEL

- A. *Employees* shall fill out the Travel and Training Approval Form¹⁹ and submit it to *management* and the Parish President for final approval. The approved Travel and Training Approval Form shall be provided to the Finance Department **before** any travel accommodation or related expenses are incurred.
- B. Request for *employee* advance
1. Advances will not be issued for same-day travel or for amounts less than \$100.
 2. *Management* shall submit a written request for a travel advance, approved by the *Director*, to the Finance Department at least two (2) weeks prior to travel dates.
 3. The *employee* to whom the advance check is made payable must sign an Acknowledgement of Employee Advance Form.²⁰ The *employee* signing the acknowledgement understands the check issued is a temporary advance. Upon return from travel, the *employee* shall submit receipts for use of the advance and/or any remaining cash.
 4. Within fifteen (15) days of returning from travel, the *employee* must submit a completed Employee Reimbursement Form²¹ with all receipts attached and any advanced cash not spent to their *supervisor* for approval.
 5. *Employees* who miss the deadline in accordance with subsection B (4) will have the total advance withheld from their next payroll check.
- C. Reimbursements
1. *Employees*, aside from Council and Council staff, are authorized reimbursements for expenses incurred while performing official duties as authorized by *management* or the Parish President in accordance with the Charter.
 2. Once the approved Employee Reimbursement Form²¹ with itemized receipts attached is submitted to the Finance Department, the Parish will issue a check for reimburse of the following types of expenses.
 - a. Transportation
 - b. Parking
 - c. Lodging
 - d. Meals
 - e. Miscellaneous (if clearly documented as Parish business-related only)

¹⁹ The **Travel and Training Approval Form** can be found on the *employee* portal at teamTPCG.org or from the Finance Department.

²⁰ The **Acknowledgement of Employee Advance Form** shall be provided by the Finance Department with the check.

²¹ The **Employee Reimbursement Form** can be found on the *employee* portal at teamTPCG.org or from the Finance Department.

3. Travel regulations

a. Transportation

1. Use of private (personal) vehicles

- i. Use of private vehicles by *employees* must be approved by the Parish President in accordance with subsection A of Section 6.6.
- ii. Proof of the appropriate levels of liability insurance²² set by the Parish must be submitted to the Risk Management Director prior to use.
- iii. Council, Council staff, justices of the peace, constables, and coroners will be reimbursed for transportation up to the maximum allowed by the U.S. Department of Internal Revenue Service (IRS) for standard business mileage.²³ All other *employees* will receive the standard rate as determined by the Parish President. **Travel to and from work will not be reimbursed.**
- iv. *Employees* receiving a vehicle allowance will be reimbursed after the first fifty (50) miles each way at one-half (0.5) times the standard rate as determined by the Parish President.

2. Use of Parish (public) vehicles

- i. Fuel will be secured using the fuel card assigned to the vehicle.
 - ii. Reimbursement for additional fuel will be based on the actual cost of the fuel and the itemized receipt submitted.
3. Other forms of transportation, such as taxis, ride shares (Uber/Lyft), shuttles, buses, and rental cars are reimbursable with receipts for the travel dates only.
4. The *employee* shall be responsible for traffic citations, violations, court expenses, or any other expenses resulting from a violation of local or state laws resulting in fines or other costs in accordance with subsection D (3) of Section 6.6.

b. Parking

1. Self-parking expenses will be reimbursed at the actual rate based on the receipt.
2. If an *employee* chooses to utilize valet parking when self-parking is available, the *employee* will not be reimbursed. If valet parking is the only parking available, the *employee* will be reimbursed.

²² For the **current levels of liability insurance** required, contact the Risk Management Department.

²³ The **IRS standard business mileage rate** in **Publication 15-B** can be found online at [irs.gov/publications/p15b](https://www.irs.gov/publications/p15b).

c. Lodging

1. The Parish will pay lodging for an approved trip by:
 - i. reimbursing *employee* upon return;
 - ii. providing an advance²⁴ to *employee* to pay for the hotel; or
 - iii. paying the hotel directly in advance of the trip.
2. In all cases, the itemized lodging receipt must be returned to the Finance Department.

d. Meals

1. *Employees* are authorized to receive meal per diems for business travel based on the current IRS rates as noted in Publication 1542 – Per Diem Rates.²⁵
2. Partial day per diems for meals will be paid according to the following times.

Meal	Travel time
Breakfast	Travel begins at or before 6:00 a.m. on the day of travel and extends beyond 9:00 a.m.
Lunch	Travel begins at or before 10:00 a.m. on the day of travel and extends beyond 2:00 p.m.
Dinner	Travel begins at or before 3:00 p.m. on the day of travel and extends beyond 7:00 p.m.

3. Deductions will be made from the per diem for meals provided by the conference, workshop, etc. as an exception to this policy.
4. Per diems for meals during travel when the *employee* does not remain away overnight will be added to their next payroll check as those per diems are considered taxable wages.²⁶

e. Miscellaneous

1. Meal tips are included in the per diem.
2. Baggage tips at the hotel are reimbursed at \$3, paid one time upon each hotel check-in and check-out.
3. Optional functions are not eligible for reimbursement even if they are related to a conference (e.g., tours, dinners, socials, golf tournaments).

²⁴ For information about **employee advances**, see subsection B in Section 3.11.

²⁵ The **IRS current per diem rates** are available on the IRS website at [irs.gov](https://www.irs.gov) or from the Finance Department upon request.

²⁶ The **IRS taxable fringe benefits** can be found online on page 45 of the [IRS Taxable Fringe Benefits Guide](#).

3.12 WORKERS' COMPENSATION INSURANCE

The Parish pays the premium for workers' compensation insurance as required by Louisiana law. This insurance provides *employees'* coverage for medical expenses directly related to and associated with work-related injuries. It also provides indemnity benefits according to the law because of work-related injury, illness, and/or disability.²⁷

3.13 GARNISHMENTS

The Parish shall comply with the Louisiana Code of Civil Procedure and Revised Statutes²⁸ regarding the garnishment of an *employee's* wages. The Parish shall also deduct a processing fee in an amount provided by Louisiana law for each pay period during which the judgment of garnishment is in effect.

²⁷ For more information about **workers' compensation**, see subsection D in Section 4.8.

²⁸ The **Louisiana Code of Civil Procedure and Revised Statutes** can be found online at legis.la.gov.

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4.0 BENEFITS

4.1 Employee Health Benefits

4.2 Retirement Plan

4.3 Post-Retirement Benefits

4.4 Holidays

4.5 Personal Leave

4.6 Sick Leave

4.7 Parental Leave

4.8 Disability

4.1 EMPLOYEE HEALTH BENEFITS

- A. All *full-time, permanent employees* are eligible for coverage under the Parish's *group health insurance* after completing the first ninety (90) days of the *probationary period*. To obtain coverage, each *employee* must meet the requirements set forth by the insurer in the respective plan documents.
- B. Information intended to explain the *benefits* shall be furnished to all plan participants on a timely and continuing basis.
- C. The Parish reserves the right to modify, amend, or terminate these *benefits* as it applies to all *employees*.
- D. Any questions regarding the *benefits* shall be directed to the Risk Management Department.

4.2 RETIREMENT PLAN

- A. *Full-time, permanent employees* of the Parish shall be members of one of Louisiana's state retirement systems.
 - 1. Parish *employees* participate in Plan B of the Louisiana Parochial Employees' Retirement System (PERS).
 - 2. Civil service members of the Fire Department participate in the Firefighters' Retirement System of Louisiana (FRS).
 - 3. Civil service members of the Police Department participate in the Louisiana Municipal Police Employees' Retirement System (MPERS).
 - 4. The Registrar of Voters Office participates in the Louisiana Registrars of Voters Employees' Retirement System (ROVERS).
 - 5. District attorneys participate in the Louisiana District Attorneys' Retirement System (DARS).
 - 6. City judges participate in the Louisiana State Employees' Retirement System (LASERS) for City Judges.
- B. Membership in the retirement system is required at date of employment. Membership shall be cancelled only by *termination* or retirement. Leaving contributions in the retirement system or refunding contributions is determined at the time of *termination* based upon the current provisions set by the retirement system.²⁹
- C. Retirement is based upon the retirement system provisions in place at the time of retirement. Proper forms must be filled out in the Human Resources Department.

²⁹ For information about **post-retirement benefits**, see Section 4.3.

- D. All new *employees* shall be provided with the most recent retirement system summary book at the time of employment. The Human Resources Department shall distribute updates provided by the retirement systems as they are made available.
- E. Any questions regarding the retirement system shall be directed to the Human Resources Department, the *department* representative, or the retirement system directly. The retirement systems can be found online at the following sites.
 - 1. Parochial Employees' Retirement System (PERS) – persla.org
 - 2. Municipal Police Employees' Retirement System (MPERS) – lampers.org
 - 3. Firefighters' Retirement System (FRS) – ffret.com
 - 4. Registrars of Voters Employees' Retirement System (ROVERS) – larovers.com
 - 5. District Attorneys' Retirement System (DARS) – ladars.org
 - 6. State Employees' Retirement System (LASERS) – lasersonline.org
- F. Eligible *employees* may join the Deferred Retirement Option Plan (DROP) if it is available in the retirement system.³⁰

4.3 POST-RETIREMENT BENEFITS

- A. Post-retirement *group health insurance* benefits shall only apply to *full-time, permanent employees* who qualify and participate in one of the Parish retirement systems³¹ and who become eligible to retire while actively employed as *full-time employees*.
- B. *Employees* who, at the time of retirement, have not participated in the Parish's *group health insurance* for a minimum of five (5) continuous years immediately prior to retirement shall not be eligible for retirement *group health insurance* coverage. Additionally, retirees who chose not to participate in the *group health insurance* coverage at the time of their retirement will not be allowed to enroll at a later date.
- C. *Employees* hired on or after January 1, 2013
 - 1. **Parochial Employees' Retirement System.** Post-retirement *group health insurance* benefits shall only be available to eligible retiring *employees* with a minimum of thirty (30) years of service and who are at least fifty-five (55) years of age at retirement.
 - 2. **Municipal Police Employees' Retirement System or Firefighters' Retirement System.** Post-retirement *group health insurance* benefits shall only be available to those eligible retiring *employees* with twenty-five (25) years of service and who are at least fifty-five (55) years of age at retirement.

³⁰ Refer to the plan book or website for current information regarding the DROP program for each retirement system.

³¹ For more information about **Parish retirement systems**, see Section 4.2.

- D. *Employees hired prior to January 1, 2013*, having at least ten (10) years of *permanent, full-time* creditable service with the Parish and with the retirement age as defined by the Parish's retirement systems shall be eligible to continue participation in *group health insurance* benefits under the following vesting schedule.

Years of service	Percent per year
1 to 15 years	2.75%
16 to 20 years	3.75%
21 to 30 years	4%

- E. In no event shall the Parish be obligated to pay a greater percentage of the *group health insurance* premium for an eligible retiree than the Parish pays for an *employee*.

4.4 HOLIDAYS

Holidays are days within the regular workweek when *employees* shall be paid a *holiday benefit* but are not required to work.

- A. The following regular *holidays* shall be observed by all *employees*, including members of Police and Fire civil service systems.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Lundi Gras
- Mardi Gras Day
- Good Friday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- National Presidential Election Day³²
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event any of the above-named *holidays* fall on the same date, the *employee* will only be entitled to observe and be compensated for one (1) *holiday*.

- B. In addition to the provisions of this policy, any other *holidays* may be declared by the Parish President or the Council, which shall be observed by such *employees* under such conditions as might be specified in the declaration of such *holiday*.
- C. Should any of the above listed *holidays* fall on a day that is not a workday, the next following or immediately preceding workday, whichever is closer, shall be observed as a *holiday*, except for *non-exempt employees* who work on a rotating shift basis, who shall always observe the actual *holiday*.

³² **National Presidential Election Day** shall only be observed on the years that the President of the United States is elected, which is once every four (4) years.

4.5 PERSONAL LEAVE

It is the policy of the Parish to provide *full-time, permanent employees* with *personal leave* for vacation, rest, recreation, and to attend to personal affairs.

- A. *Personal leave* shall be earned in the following amounts, determined by length of *continuous service* and the hours for which each *employee* is paid, excluding *overtime*, holiday regular allowance, holiday overtime allowance, emergency regular allowance, emergency overtime allowance, on-call time, or travel and training outside normal working hours.

<i>Continuous service</i>	Hours per year	Days per year ³³
0 to 5 years	96	12
6 to 10 years	120	15
11 to 15 years	144	18
16 to 20 years	168	21
21 years and beyond	192	24

- B. *Personal leave* begins to accrue on an *employee's seniority date*. Once the *employee* successfully completes the *probationary period* in accordance with Section 2.8, the *employee* may use up to twenty-four (24) hours of accrued *personal leave*.
- C. Hours accrued for the current pay period are applied to current *personal leave* balance. These hours are not available for use in the pay period earned.
- D. Except in the case of an emergency, the use of *personal leave* must be pre-approved by *management*. Failure to gain such approval may result in the denial of payment of any available *personal leave* for the days missed.
- E. *Employees* may be required to schedule at least forty (40) hours of their *personal leave* consecutively at the discretion of the *Director*.
- F. *Management* reserves the right to restrict or cancel previously approved *personal leave* to meet the needs of the Parish. *Management* will inform *employees* of its intent as far in advance as possible.
- G. On the anniversary of the *employee's seniority date*, the remaining hours earned during the prior twelve (12) months are carried over for the following year. Any hours above what the *employee* earns in one (1) calendar year will be transferred to *sick leave* subject to the maximum hours in accordance with subsection B of Section 4.6. Excess *personal leave* hours not transferred to *sick leave* shall be lost.

³³ **Days per year** are based on an 8-hour shift.

- H. Upon *termination*, an *employee* who had successfully completed the *probationary period* shall be compensated for any unused *personal leave* accrued.
- I. *Part-time employees* shall not be eligible for *personal leave*.
- J. *Personal leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.6 SICK LEAVE

It is the policy of the Parish to provide *full-time, permanent employees* with *sick leave* for any recognized medical reason for the *employee* or their *immediate family members*.

- A. *Sick leave* shall be earned at the rate of fifty-six (56) hours per year.
- B. *Sick leave* may be accumulated to a maximum of four hundred and eighty (480) hours. When an *employee* reaches the maximum, *sick leave* hours will no longer accrue until the *sick leave* balance falls below the maximum again.
- C. An *employee* requesting *sick leave* shall inform their *supervisor* of the illness as soon as possible; failure to do so prior to the start of the work shift may result in denial of *sick leave* pay for the period of absence.
- D. An *employee* missing three (3) consecutive workdays shall be required to provide a medical excuse upon their return to work to be paid any available *sick leave* for the days missed.
- E. *Management* may require a medical excuse to use *sick leave* hours at any time.
- F. The *employee* shall submit all medical-related documentation to the Human Resources Department.
- G. Upon official retirement from the Parochial Retirement System (PERS), the retiring *employee* will be allowed to either:
 - 1. be compensated at fifty percent (50%) up to a maximum of two hundred and forty (240) hours for the accumulated *sick leave* at the time the official retirement begins; or
 - 2. leave work and remain on the payroll of the Parish until the two hundred and forty (240) hours of *sick leave* are exhausted.

Retirement from PERS will commence the day after the *employee's* last day on the Parish payroll.³⁴

- H. Upon *termination*, an *employee* shall not be compensated for any unused *sick leave* accrued.
- I. *Part-time employees* shall not be eligible for *sick leave*.

³⁴ For **other retirement systems**, refer to the plan summary book in accordance with Section 4.2.

- J. *Sick leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.7 PARENTAL LEAVE

- A. Each *full-time, permanent employee* who has been continuously employed for the immediate twelve (12) prior months as a *full-time, permanent employee* shall be eligible for *parental leave*.
- B. *Parental leave* shall be used for recuperating immediately following the birth of a *child* as well as bonding with a newborn or newly *adopted, foster (long-term)*, or otherwise legally placed *child*. *Parental leave* shall also be available if the pregnancy results in a late stillbirth (stillbirth occurring after 28 completed pregnancy weeks).
- C. The *primary parent* shall receive ten (10) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding *overtime*). The *primary parent* may extend their *parental leave* by two (2) additional weeks using any combination of their available *sick* or *personal leave*. The following restrictions apply.
 - 1. *Parental leave* shall not exceed twelve (12) weeks.
 - 2. *Parental leave* shall be taken consecutively.
 - 3. *Parental leave* begins immediately following the *qualifying event* and ends twelve (12) weeks following the *qualifying event*.
- D. The *secondary parent* shall receive two (2) weeks paid at one hundred percent (100%) of the *employee's* regular rate of pay (excluding *overtime*). The following restrictions apply.
 - 1. *Parental leave* shall not exceed two (2) weeks.
 - 2. *Parental leave* shall be taken consecutively.
 - 3. *Parental leave* may be taken anytime within the first six (6) months of the *qualifying event*.
- E. *Parental leave* may be used only once in a twelve (12) month period.
- F. A *surrogate mother* shall not be eligible for *parental leave*.³⁵
- G. Upon *termination*, an *employee* shall not be compensated for any unused *parental leave*.
- H. *Parental leave* shall not be used prior to the *qualifying event*. If the *employee* requires leave before the actual birth or *adoption* due to medical reasons or to fulfill legal *adoption* obligations, other available leave balances shall be utilized in accordance with Parish policy.
- I. *Parental leave* shall run concurrent with the FMLA.³⁶
- J. *Part-time employees* shall not be eligible for *parental leave*.

³⁵ A *surrogate mother* may be eligible for short-term disability in accordance with Section 4.8.

³⁶ For more information about **FMLA**, see Section 5.1.

- K. *Parental leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

4.8 DISABILITY

If an *employee* becomes ill or injured and cannot work, they may be entitled to payments through short-term disability insurance or workers' compensation insurance.

- A. If there is reason to believe that an *employee* on any type of disability will be away from their *position* for an indefinite period, the Human Resources Department, with the approval of the *Director*, may proceed in the usual manner for filling the *vacancy* temporarily.
- B. If an *employee* supplements their income using *sick* or *personal leave*, the total of their disability pay plus their *sick* and *personal leave* **cannot exceed** their normal weekly gross pay (excluding *overtime*).
- C. Once an *employee* has been on any type of disability for six (6) months and all *sick* and *personal leave* has been exhausted, that *employee* will be *terminated*.
- D. **Work-Related (workers' compensation insurance)**
1. If the disability of an *employee* is of the nature that the *employee* is entitled to payments under any workers' compensation insurance,³⁷ the *employee* will be paid in accordance with the workers' compensation laws in effect at the time of disability.
 2. On the date of injury, the *employee* will be paid for the entire work shift. If the injury causes the *employee* to continue to miss work, the Risk Management Department must be notified. Should the disability continue, the *employee* will then be paid in accordance with subsection D (1).
 3. Questions regarding coordinating attendance at work with workers' compensation related medical treatment shall be directed to the Risk Management Department.
 4. An *employee* may use *sick* and *personal leave* to supplement their income while on workers' compensation in accordance with subsection B. The request shall be in writing and approved as authorized under this Section.
 5. Any *employee* who has had an accident or injury on the job and draws *benefits* under workers' compensation laws will continue to have *group health insurance* coverage for the *employee* and any eligible dependents on the same basis as existed when the *employee* was actively at work, and the *employee* will be billed accordingly by the Risk Management Department on behalf of the Parish.

³⁷ For more information about **workers' compensation insurance**, see Section 3.12.

6. If the attending physician has issued a return-to-work authorization, *management* shall return the *employee* to their former *position*. The person who had been chosen to fill the position shall be terminated with no right to severance pay.
7. If the attending physician has issued a return-to-work authorization, and if a *position* is available but the *employee* fails to report to work, this will be considered grounds for *termination*.
8. However, after every possible effort has been exhausted in putting the injured *employee* back to work, the *employee*, if meeting all the requirements of the workers' compensation laws, will be paid in accordance with the workers' compensation laws in effect at the time of disability.

E. Not Work-Related (short-term disability insurance)

1. If the disability of an *employee* is of the nature that the *employee* is entitled to payments under any short-term disability insurance plan, the *employee* will be paid those *benefits* provided by the disability plan in effect at the time of disability if that *employee* meets the eligibility requirements of the plan.
 2. If an *employee* becomes disabled for reasons that are not work-related, the *employee* **must** use *sick leave* to make up the difference in their normal weekly gross pay (excluding *overtime*) in accordance with subsection B until their *sick leave* balance reaches forty (40) hours. ***Employees may retain forty (40) hours of sick leave.***
 3. From the date of disability, *group health insurance* coverage for a disabled *employee* and their eligible dependents will be maintained on the same basis as existed when the disabled *employee* was actively at work until such time as all leave and short-term disability benefits are exhausted, and the *employee* will be billed accordingly by the Risk Management Department on behalf of the Parish.
 4. Should an *employee* be able to return to work before the end of the short-term disability period in accordance with subsection C, *management* may either:
 - i. return the *employee* to their former *position* (the person who had been chosen to fill the position shall be terminated with no right to severance pay); or
 - ii. place the *employee* in an equivalent *position*.
- F. For further details regarding short-term disability insurance or workers' compensation insurance, contact the Risk Management Department.

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5.0 ABSENCE

- 5.1 Family and Medical Leave
- 5.2 Civil Leave
- 5.3 Voting Time
- 5.4 Military Leave
- 5.5 Leave of Absence Without Pay
- 5.6 Administrative Leave
- 5.7 Emergency Event

5.1 FAMILY AND MEDICAL LEAVE

The Parish shall always follow the Family and Medical Leave Act (FMLA),³⁸ as amended, from the U.S. Department of Labor.

The FMLA entitles eligible *employees* to take unpaid, job-protected leave for specified family and medical reasons with continuation of *group health insurance* coverage under the same terms and conditions as if the *employee* had not taken leave.

FMLA, when applicable, shall be applied concurrently with any other type of available paid or unpaid leave, including but not limited to disability, *sick leave*, *personal leave*, *compensatory time*, and *parental leave*.

5.2 CIVIL LEAVE

Civil leave may be granted to an *employee* by the *appointing authority* for jury duty or a summons or subpoena.

- A. **Jury duty for the duration of the service upon presentation of proof of such duty.** An *employee* who receives notice of jury duty must notify their *supervisor* as soon as possible so arrangements may be made to cover their *position*.

An *employee* on jury duty will be expected to work as much of their regularly scheduled shift as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the *employee's* normal workday.

- B. **Summons or subpoena to appear before any court, grand jury, or other public body or commission, except as a plaintiff or defendant.** An *employee* who receives a summons or subpoena must provide proof of the summons or subpoena and notify their *supervisor* as soon as possible so arrangements may be made to cover their *position*.
- C. An *employee* going to court on a personal nature, such as divorces or initiating or defending personal lawsuits, will be required to use *personal leave* to be paid for time lost from the job.
- D. *Civil leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

5.3 VOTING TIME

The Parish encourages *employees* to exercise their right to vote. However, when the polls are open other than the normal workday, *employees* are expected to vote during non-working hours.

³⁸ The U.S. Department of Labor's FMLA policy can be found online at [dol.gov](https://www.dol.gov).

5.4 MILITARY LEAVE

Any *full-time, permanent employee* who is absent from work for service in the uniformed services of the United States military shall be entitled to all the benefits and protections of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. §4301),³⁹ Louisiana's Military Service Relief Act (MSRA) (La. R.S. 29:401),⁴⁰ and any other applicable federal or state law.

- A. *Full-time, permanent employees* who are members of the National Guard or any reserve component of the armed forces of the United States military who are called into service, whether in field training or encampment, or to duty with troops for field exercise or instruction shall be entitled to leave with pay up to the amount of fifteen (15) workdays during any one (1) calendar year.
- B. Any questions regarding the applicability of this policy or any federal or state law regarding *military leave* shall be directed to the Human Resources Department.
- C. *Military leave* taken shall not be considered time worked for purposes of determining *overtime* hours in excess of a normal workweek.

5.5 LEAVE OF ABSENCE WITHOUT PAY

The *appointing authority* may, upon the written request of an *employee*, grant said *employee* a leave of absence without pay when the *appointing authority* determines such leave is considered in the best interest of the Parish.

- A. Every attempt should be made to request a leave of absence without pay **before** the leave is taken.
- B. Leave of absence without pay may be granted for:
 - 1. medical reasons once all accumulated *sick leave* and leave under the FMLA have been exhausted or are unavailable; or
 - 2. any other reason once all *personal leave* and *compensatory time* have been exhausted or are unavailable.
- C. In order to maintain *group health insurance* benefits during a leave of absence without pay, the *employee* must pay the full cost of the premium.
- D. Requests for leave of absence without pay for illness or injury must include a statement from a healthcare provider that the *employee* is unable to perform their duties and must indicate the approximate length of time that the *employee* will be unable to perform their duties.
- E. *Employees* who desire to return from an authorized leave of absence without pay will be considered for either their original *position*, if vacant, or another at a similar level of responsibility

³⁹ 38 U.S.C. §4301 can be found online at [dol.gov](https://www.dol.gov).

⁴⁰ La. R.S. 29:422 can be found online at legis.la.gov.

and pay as soon as such is available.

- F. If an *employee* fails to return to work on the first working day following the expiration of a leave of absence without pay, the *employee* may be *terminated*.

5.6 ADMINISTRATIVE LEAVE

The *appointing authority* shall place an *employee* on *administrative leave* when it deems an administrative investigation into an *employee's* alleged actions or inactions is warranted or while utilizing the Parish's substance and alcohol abuse assistance (SAAA).⁴¹

- A. An **administrative investigation** shall be completed within thirty (30) days of placing the *employee* being investigated on *administrative leave*.
- B. At the expiration of the thirty (30) days, the *appointing authority* will either discipline the *employee* or return the *employee* to their position or both.

5.7 EMERGENCY EVENT

It is the policy of the Parish that the Parish President may deem a workday or a portion of a workday an *emergency day* which will require *employees* to remain at home or be required to return home from work.⁴²

Workdays may be deemed *emergency days* for purposes of this policy for emergencies or disasters, manmade or natural, such as severe weather, electrical outages, or other dangerous situations. Should the Parish President deem a workday an *emergency day*, the following policy shall be observed.

- A. Essential *employees* shall be designated by *management* at the beginning of each event, and a list shall be submitted to the Parish President, Director of Homeland Security and Emergency Preparedness, and Chief Financial Officer.
- B. In the event of an *emergency day* declared by the Parish President, all essential *employees* must report in the manner required by the *Director* for further instruction. Any essential *employee* who fails to report on an *emergency day* shall be subject to disciplinary action.
- C. In the event the Parish President designates an *emergency day* as only affecting an isolated area of the government, only those *employees* will be compensated in accordance with Section 3.10.
- D. Unless otherwise declared by the Parish President, an *emergency day* shall not be the same as a declaration of emergency or disaster pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act.⁴³

⁴¹ For information about **substance and alcohol abuse assistance (SAAA)**, see Section 7.8.

⁴² For information about **emergency compensation**, see Section 3.10.

⁴³ The **Louisiana Homeland Security and Emergency Assistance and Disaster Act** can be found online at gohsep.la.gov.

- E. Once an *emergency day* for purposes of the policy is declared to have ended by the Parish President, all *employees* are expected to return to work. Those *employees* not returning to work or those unable to return to work will be required to use *personal leave*, *compensatory time*, or leave without pay.

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6.0 CONDUCT

- 6.1 Attendance
- 6.2 Punctuality and Tardiness
- 6.3 Safety
- 6.4 Job-Related Injuries
- 6.5 Tools, Supplies, and Equipment
- 6.6 Public and Private Vehicle Usage
- 6.7 Driver Qualification
- 6.8 Personal Appearance
- 6.9 Outside Employment
- 6.10 Mobile Device Usage and Personal Calls
- 6.11 Social Media and Web 2.0
- 6.12 Code of Ethics

6.1 ATTENDANCE

- A. It is essential for the smooth operation of the Parish that its *employees* report to work; regular and prompt attendance is required of all *employees*.
- B. The normal workweek for Parish *employees* shall be forty (40) hours starting at **12:00 a.m. Sunday** and ending at **11:59 p.m. Saturday**.
- C. All absences shall be recorded and deducted from the *employee's* leave in the number of actual hours taken. It is the responsibility of the *employee* to notify their *supervisor* of any anticipated leave to be taken or to call in before the start of the scheduled work shift to report any illnesses or emergencies.
- D. In *departments* where shift work is required, it shall be the responsibility of *management* to establish a minimum time frame for the *employee* to notify *management* of an imminent absence. Once the time frame is established, it must be posted for all to see and provided to the Human Resources Department.
- E. An *employee* who fails to call in for three (3) consecutive days to report their absence shall be deemed to have voluntarily *terminated* their employment with the Parish.

6.2 PUNCTUALITY AND TARDINESS

Punctuality is essential to the efficient and effective operation of the Parish, and it is the *employee's* responsibility to report to work on time.

- A. An *employee* is tardy when they arrive to work later than their scheduled time.
- B. Whenever an *employee* is tardy, they must either call or report to their *supervisor* as soon as possible and explain the reason for the tardiness.

6.3 SAFETY

It is the policy of the Parish that all *employees* are entitled to work in a safe and healthy environment. To accomplish this, continued emphasis will be placed on accident prevention, *employee* health protection, and general loss control.

Directors, management, and employees at all levels of the Parish workforce are directed to make job safety a matter equal in importance to all other operations.

- A. The Parish adopted a Safety Plan and Manual.⁴⁴ This plan and manual define the practices, procedures, and responsibilities of all *employees* regarding safety and loss control. Each member of *management* must become familiar with this plan and manual and must review the applicable

⁴⁴ The **Safety Plan and Manual** can be found on the *employee* portal at teamTPCG.org or from the Risk Management Department.

safety practices, procedures, and responsibilities with their *employees* prior to job assignment.

- B. These guidelines are established to assist *employees* in the areas of accident prevention. It is important to note that most accidents and/or incidents can be prevented by taking common-sense precautions.
- C. Any accident occurring in the scope of employment at any time of the day must be reported to the *employee's supervisor*. *Management* shall notify the Risk Management Department immediately.
- D. Upon notification of an accident, the *supervisor* shall complete all required accident forms,⁴⁵ which must be forwarded no later than forty-eight (48) hours after the accident to the Risk Management Department so the *employee* may be covered under workers' compensation insurance.

6.4 JOB-RELATED INJURIES

To provide Parish *employees* with the most expedient and professional medical care for on-the-job-injuries, a uniform method for reporting and handling injuries is established.

- A. Immediately following a job-related injury, an *employee* must inform *management*.
- B. *Management* shall notify the Risk Management Department **as soon as possible** of any job-related injuries and/or incidents. **Risk Management Department is available twenty-four (24) hours a day.** Once the Risk Management Department is notified, *management* shall fill out an Employer's Report of Occupational Injury or Disease.⁴⁶
- C. **Non-life-threatening situations.** *Management* shall contact the Risk Management Department immediately to discuss their role in transportation and/or to accompany the injured *employee* to a medical facility. If the *employee* insists on treatment at a medical facility, the Risk Management Department shall assist with the request.
- D. **Life-threatening situations.** *Management* shall render first aid treatment and contact emergency medical professionals by calling 9-1-1 to render immediate care to an injured *employee*. *Management* shall then immediately notify the Risk Management Department, which is available twenty-four (24) hours a day.

6.5 TOOLS, SUPPLIES, AND EQUIPMENT

All tools, supplies, and equipment needed to perform job duties shall be provided by the Parish. It is the responsibility of *management* to see that they are properly used and maintained.

- A. Misuse, neglect, theft, and abuse of tools, supplies, and equipment are prohibited.

⁴⁵ **Accident forms** can be found on the *employee* portal at teamTPCG.org or from the Risk Management Department.

⁴⁶ The **Employer's Report of Occupational Injury or Disease** is available from the Risk Management Department.

- B. Accidents involving misuse of tools or equipment shall be cause for disciplinary action.
- C. Loss or damage to tools, supplies, or equipment due to an *employee's* negligence or failure to return any tools, supplies, or equipment shall require payment by the *employee* for those tools.

6.6 PUBLIC AND PRIVATE VEHICLE USAGE

- A. Request to use a private (personal) vehicle for Parish business
 - 1. An *employee* must receive written permission from the Parish President before being allowed to use their privately-owned vehicle for Parish business.
 - 2. An *employee* must also maintain the levels of liability insurance⁴⁷ set by the Parish as required by the Risk Management Department. A certified copy of the appropriate amount of automobile insurance must be submitted to the Risk Management Director, along with the permission of use by the Parish President.
- B. Unless specifically authorized by the Parish President, Parish vehicles are not to be used for the purpose of traveling to or from home.
- C. No Parish vehicle may be utilized to transport any member of the public, including family members, except for official Parish business and with the written permission of the Parish President.
 - 1. In cases where an *employee* is on-call but going to a family function, the *employee* (including firefighters and law enforcement) should drive separately so their immediate departure to an on-call site will not be disrupted by having to drop off members of their family at a location away from the site.
 - 2. A Parish vehicle shall not be utilized as a private means of transportation.
- D. *Employees* operating Parish vehicles or operating private vehicles in the course and scope of their employment:
 - 1. are required to have a proper and valid Louisiana driver's license;
 - 2. must exercise caution and responsibility and adhere to sound safety regulations (reckless and destructive operation of vehicles shall be grounds for disciplinary action); and
 - 3. shall be responsible for all traffic citations issued to the *employee*.
- E. Any *employee* caught drinking and/or under the influence of *alcoholic beverages* or unauthorized *controlled dangerous substances* or other *drugs* while operating a Parish vehicle or while operating a private vehicle while in the course and scope of their employment shall be *terminated*.

⁴⁷ The **current required level of liability insurance** is available from the Risk Management Department.

6.7 DRIVER QUALIFICATION

It is the policy of the Parish to ensure the proper and safe operation of all vehicles and equipment through the periodic certification and/or requalification of all *employees* so authorized. Monitoring compliance and record maintenance shall be the responsibility of the Risk Management Department.

- A. Any *employee* authorized to operate any vehicle or equipment in the course and scope of their employment shall have:
 - 1. obtained the appropriate class Louisiana driver's license to do so (the Parish does not recognize a hardship driver's license as a valid Louisiana license);
 - 2. completed a Parish Driver Questionnaire;⁴⁸
 - 3. successfully completed an equipment observation test conducted by an individual authorized by the Risk Management Department; and
 - 4. received written authorization from the Risk Management Department to operate each type or class of vehicle.
- B. Any *full-time, permanent employee* may be reimbursed for pertinent expenses involved in acquiring a commercial driver's license (CDL) when one is needed to carry out their job assignments. The reimbursement shall be made upon submission of the proper receipts providing that the receipts are not dated over four (4) weeks from the date of submission.
- C. Every *employee* shall be required to immediately notify their *supervisor* of any change that affects the status of their driver's license. In such cases, a revised Parish Driver Questionnaire⁴⁸ shall be submitted within five (5) working days of this event.
- D. At least one (1) time per year, the Risk Management Department shall generate a motor vehicle report of the driver's license for each authorized driver/operator. This report may be compared with the Parish Driver Questionnaire⁴⁸ currently on file for that *employee* to determine if any conflicts exist.
- E. Following notice of any change of driver's license status, *management* shall be required, within ten (10) working days, to submit to the Risk Management Director a written recommendation of disciplinary action(s) which shall minimally include:
 - 1. a written reprimand and/or warning, made a part of the *employee's* file; and
 - 2. required completion of a defensive driving course within a specified period as required by Risk Management Department.
- F. The Risk Management Director shall provide a concurring or alternate recommendation to the Parish Manager within five (5) working days. Copies of these recommendations shall be provided to the *Director*.

⁴⁸ The **Parish Driver Questionnaire** is available from the Risk Management Department.

6.8 PERSONAL APPEARANCE

The Parish expects its *employees* to dress and groom themselves in a manner that is appropriate for their duties and *positions*, particularly where the *employee's position* involves direct contact with citizens, customers, vendors, or visitors. *Management* reserves the right to set standards in the best interest of the *department*.

- A. *Employees* are expected to always present a neat and professional appearance.
- B. *Employees* who work around machinery and equipment shall observe sound safety regulations, including wearing appropriate articles of clothing, or personal protective equipment (PPE), such as shoes, goggles, hard hats, and other items prescribed by *management*.
- C. All *employees* are **prohibited**, regardless of their *positions*, from wearing:
 - 1. dresses and shirts with bare backs;
 - 2. athletic leisure wear, including tank tops and racerback tops;
 - 3. inappropriately worn pants;
 - 4. dresses, shirts, hats, or other articles of clothing with insignia that is indecent, vulgar, or inappropriate; and
 - 5. ribbed undershirts as outerwear.
- D. Any *employee* who reports to work in a manner in violation of this policy may be sent home without pay until that *employee* can report in appropriate attire.

6.9 OUTSIDE EMPLOYMENT

The Parish *position* shall be considered the *employee's* primary occupation, taking precedence over all other occupations.

- A. Each *employee* shall notify *management*, in writing, of any outside employment that the *employee* may have, which must be approved by *management* and submitted to the Human Resources Department for placement in the *employee's* personnel file.
- B. If, in the opinion of *management*, outside employment is adversely affecting an *employee's* job performance, the *employee* may be asked to refrain from such activities by their *supervisor* as a condition of employment.
- C. An *employee* shall not accept any employment from a firm or an individual with whom the *employee* deals in the course of their employment with the Parish.
- D. An *employee* shall not accept any employment outside of their Parish *position* while on leave pursuant to the FMLA, *parental leave*, short-term disability, or leave without pay.

6.10 MOBILE DEVICE USAGE AND PERSONAL CALLS

- A. Mobile device usage, with the sole exception of those *employees* utilizing a hands-free device, by any Parish *employee* (*classified* or *unclassified*) while operating vehicles or equipment in the course and scope of their employment is prohibited.
 - 1. The prohibited types of usage include receiving or placing calls; reading or replying to emails, texts, or electronic messages; browsing the Internet; checking voicemail messages; playing games; and any other action that requires the *employee* to look directly at the device.
 - 2. If an *employee* is required to place a call in the course and scope of their employment or if the *employee's* phone rings while they are driving, they must stop at the first safe location to manage the call.
- B. Mobile device usage in the *workplace*, office, shop, etc., and personal calls using Parish phones are discouraged.
- C. Personal calls, whether on personal devices or Parish phones, should be taken during the *employee's* downtime, such as lunch.
- D. Law enforcement officers, firefighters, and emergency responders are exempt from this policy while engaged in the performance of their official duties in the course and scope of their employment.

6.11 SOCIAL MEDIA AND WEB 2.0

The Parish is committed to operating all its electronic communications⁴⁹ and transactions with individuals and organizations in an open and transparent way. *Social media* and *Web 2.0* (SM/W2.0) services are increasingly important for the public to interact with the Parish in an efficient, effective, and transparent manner. The purpose of this policy is to provide guidance for *employees* to take full advantage of SM/W2.0 technologies while protecting the Parish and *employees* by mitigating risks in using these services.

- A. *Employee* official capacity use
 - 1. An *employee* may be assigned the responsibility for operating an official Parish account or contributing to a SM/W2.0 site on behalf of the Parish by the Parish President or Parish Manager only.
 - 2. These *employees* shall only post information that represents the Parish's official position, not personal opinion, to the Parish approved accounts.
 - 3. Parish *employees* shall conduct themselves in a professional, courteous, and honest

⁴⁹ For information about **electronic communications**, see Section 8.0.

manner in all public communications about or related to their Parish work.

4. Posted information shall be accurate and factual.
5. Posted information shall not violate any intellectual property rights.
6. *Employees* shall not engage in discussions of opinions.
7. *Employees* shall cite sources when providing facts.

B. *Employee* unofficial capacity (personal) use

1. *Employees* who wish to post or upload original material that is not yet publicly available that relates to programs or projects of the Parish must submit their communication to *management* for approval. A personal account must never be the first point of release for public information.
2. *Employees* are prohibited from disclosing any information obtained on the job that is not already publicly available. This includes *confidential information*; personally identifiable information for citizens, customers, vendors, or *employees*; and similar sensitive information.
3. Use of *SM/W2.0* must not interfere with the scope of employment, so *employees* are prohibited from the unofficial participation in *SM/W2.0* during regular working hours.

C. *Department SM/W2.0* sites

1. *Departments* must receive approval from the Parish President prior to creating a *SM/W2.0* site.
2. All *department SM/W2.0* sites must include a link to the Parish's main website.⁵⁰
3. If any content posted is edited, it must be noted that it was modified.
4. Each site must include the following disclaimer.
 - a. The Parish reserves the right to remove comments that are off-topic, obscene or pornographic, defamatory, harassing, commercial, criminal, political, or violate the intellectual property of others.
 - b. The site is only monitored during business hours, so information conveyed after hours may not be received until the next business day.
 - c. All comments are subject to disclosure as public records.

⁵⁰ The Parish's main website is TPCG.org.

6.12 CODE OF ETHICS

All *employees* of the Parish shall be bound by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101).⁵¹ The Code of Governmental Ethics generally prohibits unethical conduct for public *employees*, including receiving things of economic value in specific situations, certain contractual arrangements, and abusing their *positions*.

- A. **Bribes.** An *employee* shall immediately report any offered bribes or suggestions of bribes to their *supervisor*.
- B. **Illegal or unethical conduct.** An *employee* having knowledge or suspicion of illegal or unethical conduct of another *employee* or of a violation of any provision of this manual shall report such information to their *supervisor*, who shall report it to the *Director*, and appropriate action shall be taken. Any *employee* who is found to have any knowledge of a violation of this manual and who failed to report it shall be subject to disciplinary action.
- C. **Political campaigns.** *Employees* shall not be permitted to take an active part⁵² in any political campaign for an elected position during working hours or on Parish premises.
- D. **Political contributions.** *Employees* shall not be required to contribute to any political fund nor render any political service to any person or party, and no person shall be *removed*, reduced in class or salary, or otherwise prejudiced by refusing to do so.
- E. **Confidential information.** *Employees* shall not disclose or divulge either directly or indirectly any *confidential information* to others, whether they work in the same *department* or not, unless first authorized to do so by the *Director*.

Employees must not reproduce the *confidential information* nor use this information commercially or for any purpose other than the performance in the scope of employment.

- F. **Ethics training.** Public servants and elected officials shall be required to take one (1) hour of training per calendar year on the Louisiana Code of Governmental Ethics pursuant to La. R.S. 42:1170(A).⁵³ Elected officials shall additionally be required to receive one (1) hour of training per term of office on the Campaign Finance Disclosure Act (CFDA) pursuant to La. R.S. 18:1481.⁵⁴

Employees shall be required to:

1. show proof of the ethics training by providing a certificate to the Human Resources Department; and
2. annually attest through signature of verification using the Ethics Attestation Form⁵⁵ that they have read and agree to comply with Parish policies related to ethics.

⁵¹ La. R.S. 42:1101 can be found online at legis.la.gov.

⁵² The term **active part** means making political speeches, passing out literature, writing letters, signing petitions, soliciting votes, posting on *social media*, or making public remarks about candidates for such elective *positions*.

⁵³ La. R.S. 42:1170(A) can be found online at legis.la.gov.

⁵⁴ La. R.S. 18:1481 can be found online at legis.la.gov.

⁵⁵ The **Ethics Attestation Form** can be found on the *employee* portal at teamTPCG.org or from the Human Resources Department.

- G. **Reports of suspected ethics violations.** Any *employee* who receives or becomes aware of a suspected ethics violation or complaint of ethics violation shall immediately notify their supervisor for review by *management*. *Management* shall confer with the *Human Resources Director* and take proper action, if necessary. *Employees* shall also refer all complaints from the public to the Human Resources Department.

PROPOSED

7.0 DRUG-FREE WORKPLACE

- 7.1 Objective
- 7.2 Implementation, Compliance, and Applicability
- 7.3 Regulations
- 7.4 Mandatory Testing
- 7.5 Review and Reporting of Results
- 7.6 Disciplinary Action
- 7.7 Employee Rights
- 7.8 Substance and Alcohol Abuse Assistance (SAAA)

7.1 OBJECTIVE

It is the policy of the Parish to operate and to maintain Parish facilities in an efficient and safe manner for the public welfare and to provide a safe environment for *employees*. These regulations are disseminated for the purpose of aiding in the achievement of such goals.

The Parish believes everyone benefits from the prevention of accidents and the safety of our *employees*, citizens, customers, vendors, and visitors by the rehabilitation or *dismissal* of those who are a potential danger to themselves or others and realizes that those *employees* with *drug* and *alcohol* abuse problems may make up only a small fraction of the workforce.

All *employees* are expected to abide by the Parish policy on a Drug-Free Workplace.⁵⁶

7.2 IMPLEMENTATION, COMPLIANCE, AND APPLICABILITY

- A. This policy applies to all *prospective employees* and *employees*. Compliance with this policy will be required as a condition of employment for *prospective employees* and as a condition of continued employment.
- B. This policy is intended to fulfill all state and federal statutory and regulatory requirements that the Parish disseminate a written *substance abuse* policy. Where applicable and as may be amended, the Parish shall conduct *drug* and *alcohol* testing pursuant to this Section and in accordance with the following.
 - 1. **Louisiana Drug Testing Law.** Act 1036 of the 1990 Legislature, codified at La. R.S. 49:1001, et seq.⁵⁷
 - 2. **Workers' and Unemployment Compensation.** Procedures disseminated pursuant to statutory or regulatory authority granted under La. R.S. 23:1021, et seq.⁵⁸ and La. R.S. 23:1471, et seq.⁵⁹
 - 3. **Other Applicable Rules.** Any other applicable federal, state, or local statutes or regulations.
- C. In addition to this policy, Gas Department and Good Earth Transit *employees* who qualify as covered or safety-sensitive *employees* are subject to the regulations contained in those departmental policies as are necessary to comply with federal law.
 - 1. Whenever possible, the *drug* regulations of the Parish will be applied in conjunction with the federal regulations required for the Gas Department and Good Earth Transit.
 - 2. To the extent that the provisions in the policies are in conflict, the Gas Department and Good Earth Transit departmental policies will preempt this policy.
 - 3. A copy of the *drug* and *alcohol* regulations required by the Gas Department and Good Earth Transit may be obtained by from *management* in those *departments*.

⁵⁶ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.uscode.house.gov).

⁵⁷ **La. R.S. 49:1001, et seq.** can be found online at legis.la.gov.

⁵⁸ **La. R.S. 23:1021, et seq.** can be found online at legis.la.gov.

⁵⁹ **La. R.S. 23:1471, et seq.** can be found online at legis.la.gov.

7.3 REGULATIONS

- A. No *employee* shall unlawfully use, possess, transport, manufacture, distribute, dispense, or sell any *controlled dangerous substance* while on duty, on Parish premises, or in any Parish vehicle.⁶⁰
- B. No *employee* shall report for duty, perform the duties of employment, or during the period while on duty, have *controlled dangerous substances* present in their body unless prescribed and approved in accordance with subsection F.
- C. No *employee* shall use, possess, transport, or sell *alcoholic beverages* while on duty, on Parish premises, or in any Parish vehicle. *Employees* who are required to handle *alcoholic beverages* in some manner as part of a particular job assignment are exempt from said regulation for employment purposes only. **Consumption of *alcoholic beverages* while on duty is never allowed.**⁶⁰
- D. No *employee* shall report for duty, perform the duties of employment, or during the period while on duty have a confirmed *alcohol* concentration of 0.02% or greater by Evidential Breath Testing (EBT).
- E. No *employee* in a U.S. Department of Transportation (DOT) regulated *position* may return to safety sensitive functions if their confirmed *alcohol* concentration is between 0.02%-0.039% by EBT. A DOT regulated *employee* may only return to safety sensitive functions when their *alcohol* concentration is 0.02% or less by EBT.
- F. Any *employee* who has received a *prescription* for a *controlled dangerous substance* or for any *drug* which the *employee's* doctor or pharmacist has advised might impair the patient's/*employee's* job performance must inform their *supervisor* and the *Human Resources Director* of that fact in writing.

Examples of impairments, warnings, or advice that job performance might be impaired include:

- do not operate heavy machinery;
 - do not drive a motor vehicle; and
 - may cause drowsiness or dizziness.
- G. *Employees* taking, or possessing a physician's order for, prescribed *controlled dangerous substances* must also inform their *supervisor* and the *Human Resources Director* in writing when they have stopped taking such medication and if any refills are obtained.
- H. These regulations do not apply to the lawful possession or transportation of *controlled dangerous substances* by first responders if the possession and transportation of same is a duty of employment.
- I. An *employee* shall notify the Parish in writing within five (5) days of any criminal *drug* statute arrest and/or conviction for a violation. Within thirty (30) days, the Parish will make a determination of action based on the incident.⁶⁰

⁶⁰ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.ushouse.gov/legislation/105/105-101/105-101.htm).

- J. The Parish reserves the right to implement and maintain a *drug* testing program for 49 CFR Parts 199 and 655 covered *employees* which may contain additional elements, *drugs*, or more stringent or frequent random testing requirements that are specifically required by 49 CFR Part 655.⁶¹

7.4 MANDATORY TESTING

A. Prospective Employees

1. *Prospective employees* shall be informed that submission of urine or other lawful specimen and a saliva or breath sample for routine analysis and *screening* for the presence of *drugs* and *alcohol* is a condition of employment. All applicants shall also be notified that the confirmed presence of any *controlled dangerous substance* in an applicant's urine or other lawful specimen or the presence of *alcohol* concentration of 0.04% or greater in an applicant's saliva or breath sample shall disqualify an applicant from employment.
2. Failure of a *prospective employee* to provide a urine or other lawful specimen and a saliva or breath sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and *alcohol* shall medically disqualify such *prospective employee* on the basis of incomplete medical information, which disqualification for employment shall continue in effect for a period of one (1) year.

B. Random testing

1. All DOT regulated *employees* and non-DOT *employees* who occupy safety-sensitive or security-sensitive *positions*, shall be subject to random selection for submission of a urine or other lawful specimen and breath sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and *alcohol*, in accordance with all applicable state and federal laws and regulations.
2. All *employees* subject to random *drug* testing according to the guidelines and regulations established by the DOT shall constitute a random *drug* testing pool separate from non-DOT *employees* subject to random *drug* testing.
3. *Positions* subject to random testing due to their character as safety sensitive include those *positions* where even a momentary lapse of attention or judgment could jeopardize the safety and well-being of that *employee*, other *employees*, or the public.
4. A non-inclusive list of safety-sensitive and security-sensitive job responsibilities necessitating the submission by an *employee* to random *drug* and *alcohol* testing include:
 - a. operating a public vehicle;
 - b. maintaining a public vehicle;
 - c. supervising *employees* who operate or maintain public vehicles;

⁶¹ 49 CFR Parts 199 and 655 can be found online at ecfr.gov.

- d. having unsupervised access to *drugs* and *drug* evidence;
 - e. having unsupervised access to or programming of public file servers;
 - f. handling hazardous materials, high voltage lines, or power generating equipment;
 - g. operating mechanized or heavy equipment;
 - h. licensed and authorized to carry firearms;
 - i. all DOT regulated *employees* including all *employees* required to carry a CDL license.
5. A minimum of fifty percent (50%) of the *employees* who occupy non-DOT safety-sensitive or security-sensitive *positions* shall be tested by random selection each calendar year. A minimum of fifty percent (50%) of the *employees* who occupy DOT regulated *positions* shall be tested by random selection each calendar year.
- C. Random selection of *employees* shall be as follows:
- 1. *Employee* tracking numbers shall be computer generated randomly on a monthly basis using a formula derived by the Information Technology Division.
 - 2. The tracking numbers of each *employee* subject to random testing shall be forwarded to the *collection site* for the random selection process.
 - 3. At the *collection site*, tracking numbers will be selected using a computer-generated random selection program on a monthly basis.
 - 4. After the selection has been completed, all chosen tracking numbers shall be recorded with the Human Resources Department. The tracking numbers will be matched to the *employee*, who shall be notified in accordance with subsection F.
- D. Post-accident testing
- 1. After an **on-the-job accident that causes injury or damage** to persons or property, each *employee* whose performance either contributed or was a contributing factor to the accident shall submit to *drug* and *alcohol* testing immediately or upon notification to test, but no later than thirty-two (32) hours after the accident.
 - 2. After any **near accident/near-miss that could have caused injury or damage** to persons or property and was caused to any degree by a violation of safety rules or procedures, by careless or negligent conduct, or by failure to use prescribed personal protective equipment, each *employee* whose performance either contributed or was a contributing factor to the near accident/near-miss shall submit to *drug* and *alcohol* testing immediately or upon notification to test, but no later than thirty-two (32) hours after the accident/near-miss.
 - 3. After an **on-the-job accident involving a motorized vehicle**, any Parish *employee* involved in the accident shall submit to a *drug* and *alcohol* testing immediately or upon notification

to test, but no later than thirty-two (32) hours after the accident.

4. An *employee* who is subject to post-accident *drug* and *alcohol* testing must remain readily available for testing or may be deemed by the Parish to have refused to submit to testing. This in no way should delay necessary medical attention for injured people or prohibit an *employee* from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary medical care.
5. Additionally, any *employee* or outside agencies' *employees* covered under the Parish's workers' compensation coverage who sustains an injury in the *workplace* shall be required to submit to a *drug* and *alcohol* test for purposes authorized by the Louisiana Workers' Compensation Act, La. R.S. 23:1021.⁶²

E. Reasonable cause/suspicion testing

1. The Parish shall *drug* and *alcohol* test each *employee* when there is reasonable cause/suspicion to believe the *employee* is under the influence of a prohibited *drug* or *alcohol* while on duty. The decision to test must be based on a reasonable and expressible belief of a *supervisor* that the *employee* is using a prohibited *drug* or *alcohol* on the basis of specific, physical, behavioral, or performance indicators of *drugs* or *alcohol* use or other expressible reasons that would lead a prudent *supervisor* to be concerned about the individual's safety or the safety of co-workers or the public.
2. Testing on the basis of reasonable cause/suspicion may also be required when an *employee* is arrested or convicted for a *drug*-related offense; is publicly identified as the focus of a criminal investigation into illegal *drug* possession, use, or trafficking; or when information of illegal *drug* activities is provided either by reliable and credible sources or by independent corroboration.
3. Testing on the basis of reasonable cause/suspicion may also be required when an *employee* is arrested or convicted of an *alcohol*-related offense that occurred within twenty-four (24) hours of returning to duty.
4. Prior to a *drug* and *alcohol* test order on the basis of reasonable cause/suspicion, said cause/suspicion indicators shall be reviewed and approved by the *Human Resources Director* or the Parish President as to reasonable cause/suspicion.

F. Notification to test

1. When the name of an *employee* is selected for random testing, the Human Resources Department shall notify the *employee's supervisor* on the day that the *employee* is selected. The *supervisor* shall immediately and discreetly notify the selected *employee* that they must report to the *collection site* for *screening* within thirty (30) minutes plus travel time. The *supervisor* shall explain to the *employee* that their name was selected randomly and that they are under no suspicion of taking *drugs*.

⁶² La. R.S. 23:1021 can be found online at legis.la.gov.

2. If the randomly selected *employee* is involved in some critical phase of work, the selected *employee's supervisor* shall hold the testing order in confidence and shall not notify the *employee* of their random selection for *drug* and *alcohol* testing until it is safe to *remove* the *employee* from duty.
 3. Any delay in notification of the randomly selected *employee* by their *supervisor* must be based on necessity and must be capable of documentation by the *supervisor*. Failure of the *supervisor* to adequately account for the failure of an *employee* to be promptly notified of random selection shall subject that *supervisor* to disciplinary action.
 4. Once notified of random selection by their *supervisor*, the failure of an *employee* to submit to random testing within thirty (30) minutes plus travel time shall be considered a refusal to test in violation of this policy.
 5. *Employees* scheduled for random testing or post-accident testing will generally travel to and from the *collection site* by Parish vehicle.
 6. *Employees* designated for *drug* and *alcohol* testing based on reasonable cause/suspicion shall be transported to the *collection site* by a *supervisor*.
 7. Testing of an *employee* selected for random *drug* testing shall be postponed by the Human Resources Department only upon notification that the *employee* is:
 - a. on authorized leave, which began prior to testing notification; or
 - b. in official travel or immediately about to embark on official travel that was scheduled prior to testing notification.
 8. An *employee* whose random *drug* test is postponed as provided above shall be scheduled for a random test by the *Human Resources Director* within thirty (30) days of their return to duty.
- G. All Parish *drug screens* shall be submitted in accordance with the guidelines set out by the U.S. Department of Transportation at 49 CFR Part 40.⁶³

7.5 REVIEW AND REPORTING OF RESULTS

A. Reporting results of *drug* tests by the *laboratory*

1. The *laboratory* shall report non-DOT *positions'* positive *drug* test results, adulterated, substituted, or invalid *drug* test results, and all DOT *drug* test results to the Parish medical review officer (MRO) within an average of five (5) working days after receipt of the specimen by the *laboratory*. Before any test result is reported (the *initial test*, confirmatory test, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual.

⁶³ The U.S. Department of Transportation's guidelines in 49 CFR Part 40 can be found online at [transportation.gov/odapc/part40](https://www.transportation.gov/odapc/part40).

The report shall identify the *drug*/metabolites tested for, whether positive or negative and the cut off for each, and the *drug* testing *laboratory* specimen identification number (accession number). At all times, the urine chain of custody and control form used shall comply with 49 CFR Part 40.⁶⁴

2. The *laboratory* shall report as negative all specimens which are negative on the *initial test* or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for specific *drugs*.
- B. Review of results by a medical review officer (MRO)
1. **MRO appointment.** The Parish shall designate or appoint an MRO. If the Parish does not have a qualified individual on staff to serve as MRO, the Parish may contract for the provision of MRO services as part of its Drug-Free Workplace policy.
 2. The *Human Resources Director* shall receive all confirmed positive test results from the MRO and shall establish a separate file on each *employee*, which shall contain the results of the *screening* of that individual's urine or other lawful sample and/or breath sample or specimen. Test results of *employee's* urine or other lawful specimen or breath sample specimen shall not be contained in that individual's personnel file nor in any records of the Parish except the file established by this Section.
 3. When the *Human Resources Director* receives a test result that the presence of a *controlled dangerous substance* has been confirmed in the urine or other lawful sample of an prospective *employee* or *employee*, or that an EBT-confirmed *alcohol* concentration is 0.04% or greater, or that the MRO has determined that the *prospective employee* or *employee* has refused to test, such information shall be forwarded immediately to the Parish President, who shall be responsible for enforcing the disciplinary measures specified herein.

7.6 DISCIPLINARY ACTION

- A. Any *employee* required to submit to *drug* testing according to this policy who fails or refuses to submit a urine or other lawful specimen and/or breath sample specimen for routine analysis in *screening* for the presence of *controlled dangerous substances* and/or *alcohol* within the time period specified and according to these regulations shall be *terminated*.
- B. The *confirmed presence of a controlled dangerous substance* in a urine or other lawful sample of an *employee* shall result in *termination*, unless prescribed and approved in accordance with subsection F of Section 7.3.
- C. The presence of an *alcohol* concentration of 0.04% or greater, as confirmed by EBT of an *employee*, shall result in *termination*.

⁶⁴ The U.S. Department of Transportation's guidelines in 49 CFR Part 40 can be found online at [transportation.gov/odapc/part40](https://www.transportation.gov/odapc/part40).

The presence of an *alcohol* concentration of 0.02%-0.039%, as confirmed by EBT of an *employee*, may result in disciplinary action.

- D. Any *employee* who fails to inform their *supervisor* and the Human Resources Department of being prescribed and taking any *controlled dangerous substance* or other *drug*, which the *employee* has been advised by their physician or pharmacist might impair their job performance in accordance with subsection F of Section 7.3 shall be subject to disciplinary action.
- E. Any *employee* determined to have unlawfully used, possessed, transported, manufactured, distributed, dispensed, or sold any *controlled dangerous substance* or *alcohol* while on duty, on Parish premises, or in any Parish vehicle shall be subject to disciplinary action.⁶⁵
- F. *Employees* who have been *terminated* due to positive *drug* or *alcohol* test results or refusal to be tested shall be ineligible for employment with the Parish for a period of one (1) year. If reconsidered after that time such *prospective employees* and *employees* must show proof of their completion of an approved *drug* counseling or treatment program.
- G. As related to the Parish *employees* within the Houma Fire and Police civil service systems, disciplinary action provided for in this policy shall be imposed in accordance with applicable state Fire and Police civil service laws and due process requirements.

7.7 EMPLOYEE RIGHTS

A. Knowledge

- 1. Every *prospective employee* and *employee*, upon written request, shall have the right to obtain results of any confirmed positive, routine analysis, and/or *screening* for the presence of *controlled dangerous substances* concerning their urine or other lawful sample and shall have the right to obtain the results of any confirmed positive, routine analysis, *screening*, or test results for the presence of *alcohol* concerning their breath sample or specimen.
- 2. Every *prospective employee* and *employee*, upon their written request, shall have access to any records relating to the results of any relevant certification, review, or revocation of certification proceedings of the *testing facility*.

B. Confidentiality

- 1. Except with the written consent or request of the tested *prospective employee* or *employee*, all information associated with any *employee's prescriptions* or with an *employee's* analysis, test, or *screening* for the presence of *controlled dangerous substances* and the presence of *alcohol* shall remain *confidential* and shall only be provided to individuals on a need-to-know basis or as is necessary in an administrative or disciplinary

⁶⁵ In accordance with the **Drug-Free Workplace Act of 1988**, which can be found online at [uscode.house.gov](https://www.ushouse.gov/legislation/105/105-101/105-101.htm).

proceeding or hearing or civil litigation where *drug* and *alcohol* use by the tested individual is relevant.

2. The results of an *employee's* analysis, test, or *screening* for the presence of *controlled dangerous substances* and the presence of *alcohol* shall not be released to any individual, corporation, company, or other legal entity unaffiliated with the Parish unless mandated and in accordance with state and federal laws or with the written consent or request of the tested *prospective employee* or *employee* or by court order.

C. Retesting and Retention of Samples

1. A urine sample of a *prospective employee* or *employee*, which has been confirmed as having the presence of *controlled dangerous substances* must be retained by the *laboratory* in properly secured, long-term, frozen storage for at least one (1) year.
2. A *prospective employee* or *employee* who has been informed that tests, *screenings*, or analyses have *confirmed the presence of any controlled dangerous substance* in their urine shall have the right to arrange for a retesting of a portion of their original urine or other lawful specimen if the *employee* makes a written request for retesting within sixty (60) days of receipt of final test result from the MRO.

The *employee* may specify retesting by the U.S. Department of Health and Human Services or by a toxicologist or *laboratory* of their choice and at their expense. Procedures for a transfer of a portion of the original specimen from the *testing facility* utilized by the Parish to the *testing facility* to be utilized by the *employee* shall be formulated with emphasis on maintaining the integrity of the urine or other lawful specimen and maintaining a proper chain of custody.

All requests for retesting shall be administered by the Parish MRO. The MRO may require the *employee* to pay in advance the cost of shipment and reanalysis of the sample, but the *employee* shall be reimbursed for such expense if the retest is negative.

7.8 SUBSTANCE AND ALCOHOL ABUSE ASSISTANCE (SAAA)

Any *employee* who admits having a *substance* or *alcohol abuse* problem to the *Human Resources Director* prior to receiving notification to submit a urine specimen and/or breath specimen or sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol* shall not be *terminated* on the first occasion of such admission if the *employee* participates in the following SAAA program.

A. The *employee* submits to the *Human Resources Director*:

1. the identity of the *controlled dangerous substance* or *alcohol*, which is the subject of the problem;
2. the date that the problem commenced;
3. the nature and severity of the problem; and

4. the identity and description of all previous treatments for the problem.
- B. The *employee* successfully complies with each of the following requirements.
1. The *employee* shall be placed on unpaid *administrative leave*⁶⁶ for a minimum period of thirty (30) days commencing on the date of such admission. DOT covered *employees* shall be removed from the DOT pool upon placement on *administrative leave*.
 2. The *employee* must enroll and successfully complete a *substance* and *alcohol abuse* program **recognized by the Parish**. Participation in such program shall be at the expense of the *employee* unless insurance benefits are available to cover expenses.
 3. An *employee* who voluntarily leaves or is dismissed from the treating facility before satisfactorily completing the Parish-recognized *substance* and *alcohol abuse* program may be subject to disciplinary action.
 4. Prior to return to duty, the *employee* shall:
 - a. submit a certificate or other evidence of the *employee's* successful completion of the Parish-recognized *substance* and *alcohol abuse* program to the *Human Resources Director*; and
 - b. furnish a urine or other lawful specimen and/or breath sample specimen for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol*, where the date and time of the furnishing of such sample and/or specimen shall be determined by the *Human Resources Director*.
 5. A negative finding for the presence of a *controlled dangerous substance* and/or *alcohol* shall be a prerequisite for return to duty.
 6. For the first six (6) months only after returning to duty, all non-DOT *employees* shall:
 - a. submit a urine or other lawful specimen and a breath specimen or sample for routine analysis and *screening* for the presence of *controlled dangerous substances* and/or *alcohol* on a monthly basis; and
 - b. be subject to a reasonable program of follow-up *drug* testing without prior notice.
 7. An *employee*, after admitting to having a *substance* or *alcohol abuse* problem, who fails to comply with any of the terms of this SAAA policy may be subject to disciplinary action.
 8. The *confirmed presence of a controlled dangerous substance* in the urine or other lawful sample or the presence of an EBT-confirmed *alcohol* concentration of 0.04% or more of an *employee* after participating in such program and returning to duty shall be sufficient cause for *termination* of said *employee*.

⁶⁶ For information about **administrative leave**, see Section 5.6.

9. *Employees* are limited to only one (1) opportunity to participate in this SAAA program.

PROPOSED

8.0 ELECTRONIC COMMUNICATIONS

8.1 Objective

8.2 Usage

8.3 Email and Message Monitoring

8.4 Copyrights and License Agreements

8.5 Exceptions

8.1 OBJECTIVE

It is the policy of the Parish to protect the quality and integrity of the Parish's electronic communications and to provide *employees* with standards of behavior when using electronic communications.⁶⁷ Each item in the policy is designed to strengthen the quality and integrity of this resource while minimizing risks to the Parish's *employees* and the information systems.

- A. The Parish is committed to the utilization of new technologies and provides a variety of electronic tools to enhance job performance for *employees*. The Parish electronic communications tools are Parish property paid for by the taxpayers and are primarily intended for business-related purposes. Incidental and occasional personal use is permitted in accordance with the conditions of this policy.
- B. This policy is in place to ensure compliance and to protect the Parish from being victimized by the threat of viruses or hacking into our servers as well as to follow La. R.S. 44:1 on public records.⁶⁸

8.2 USAGE

It is the intent of the Parish to limit equipment use and Internet access to official business. *Employees* must obtain prior approval of *management* to utilize equipment and access the Internet for personal use, in strict compliance with the other terms of this policy.

- A. *Employees* using the Parish equipment and Internet access are acting as representatives of the Parish. As such, *employees* must act accordingly so as not to damage the reputation of the Parish by creating, viewing, storing, transmitting, sending, or intentionally receiving communications, files, or documents that are or could be interpreted as being intimidating, *harassing*, unlawful, or containing hostile, degrading, sexually explicit, pornographic, discriminatory, or otherwise offensive references.
- B. Additions, changes, or deletions to *employee* access must be requested by *management* through Information Technology's work order system.
- C. *Management* shall notify Information Technology promptly whenever an *employee* is *terminated* or *transfers* to another *department* or division so that access can be revoked.
- D. Usernames and temporary passwords are assigned to *employees* by Information Technology. When *employees* sign on the first time, they will create their own permanent password to access systems.

Employees shall:

1. be responsible for all actions performed with their username;
2. lock their equipment when leaving for any amount of time;
3. notify *management* immediately of any attempt by others to obtain their password; and

⁶⁷ For more information about **electronic communications**, see Section 6.10 and Section 6.11.

⁶⁸ **La. R.S. 44:1** can be found at legis.la.gov.

4. notify Information Technology immediately to assist with changing their password if it becomes compromised.

Employees shall not:

1. disclose their passwords to anyone; or
2. record passwords where they may be easily obtained.

It is recommended that *employees* not apply passwords directly to files. If limited access is required, Information Technology can set server-level permissions accordingly.

- E. Software and subscriptions shall be purchased by the Parish for the *employee* to perform their tasks more efficiently. All software and subscriptions have a license agreement, which must be adhered to in accordance with Section 8.4.
- F. Digital storage devices containing highly sensitive or *confidential information* must be securely stored.
- G. Documents and files shall be stored on file servers to prevent data loss and ensure continuity.

8.3 EMAIL AND MESSAGE MONITORING

No computer system is completely secure. The Parish email system is not intended to transmit sensitive materials such as personnel decisions, legal opinions, and other similar information, which may be more appropriately communicated by written memorandum or personal conversation.

- A. All messages created, sent, or retrieved on or through Parish equipment are Parish property and may be monitored in accordance with the guidelines outlined in this Section. All communications, including text and images, may be disclosed to law enforcement agencies providing a subpoena or other authorized parties without prior consent of the sender or the receiver.
- B. All messages on the Parish email system are subject to the requirements and restrictions of all applicable state and federal statutes and regulations concerning the collection, creation, storage, maintenance, dissemination, and access to data created and/or maintained by the Parish.

Except as otherwise provided in subsection C, employees shall not have, or expect to have, any right to privacy to any information (a) contained in emails, social media, or electronic messages received by or delivered from Parish electronic equipment, and (b) sent from or received by official Parish email accounts, software, social media accounts, or messaging accounts.

C. Exceptions

1. Email of elected officials (e.g., Parish President and Council) shall not be monitored without the express permission of the elected official to be monitored.
2. Email of Council staff shall not be monitored unless requested and/or approved by both the Council Chairperson and the Council Clerk.

However, the Parish shall always comply with law enforcement investigations, civil and criminal subpoenas, court orders, and the Louisiana Public Records Law.

- D. The Parish services the systems as necessary. Information Technology staff authorized to maintain the systems may become exposed to the data in these systems such as email. Information Technology staff is prohibited from disclosing any information that has not been requested through due process.
- E. The Parish archives all emails for three (3) years in accordance with La. R.S. 44:36.⁶⁹ Any other required retention must be handled by the *department* directly.

8.4 COPYRIGHTS AND LICENSE AGREEMENTS

The Parish shall comply with all laws regarding intellectual property.

- A. *Employees* using the Internet are not permitted to copy, transfer, rename, add, or delete information or programs belonging to others unless given express written permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action and/or legal action by the copyright owner.
- B. The Parish shall always comply with all proprietary software license agreements as well as the Copyright Law of the United States.⁷⁰
- C. Infringement of copyright may expose the *employee* and the Parish to penalties as described in Chapter 5 of the Copyright Law of the United States.⁷¹
- D. This directive applies to all software, documents, and files owned by the Parish, licensed to the Parish, or developed using the Parish resources by *employees*, vendors, or other governmental agencies.
- E. *Employees* shall not install, copy, or download software unless authorized by Information Technology.
- F. Information Technology shall periodically scan computers to verify that only authorized software is installed and report violations to *management* or the *Human Resources Director* at the discretion of the Information Technology Manager.

⁶⁹ La. R.S. 44:36 can be found online at legis.la.gov.

⁷⁰ The Copyright Law of the U.S. can be found online at copyright.gov/title17.

⁷¹ Infringement penalties can be found online in Chapter 5 of the Copyright Law of the U.S. at copyright.gov/title17/92chap5.

8.5 EXCEPTIONS

- A. If it is determined that a conflict exists within this policy that prevents an individual from performing their job duties or tasks, an exception can be made if it is deemed necessary by the Information Technology Manager.
- B. Exceptions to a policy component must be requested by *management* through Information Technology's work order system.

PROPOSED

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9.0 NON-DISCIPLINARY SEPARATION

9.1 Termination

9.2 Reduction in Force

PROPOSED

9.1 TERMINATION

- A. *Employees* who plan to voluntarily *terminate* their employment shall notify their *supervisor* at least two (2) weeks in advance of the effective date of *termination* with a formal letter of *resignation*. Failure to give proper notification may make the individual ineligible for rehire.
- B. Any *employee* who *resigns* is encouraged to give their reasons for *resigning* and discuss with *management* any working conditions that the *employee* feels are unsatisfactory.
- C. *Management* may, at its discretion, relieve an *employee* who *resigns* from the duties of their *position* immediately.
- D. Upon *termination*, the *employee*:
 - 1. must surrender their identification card, keys, uniforms, and Parish equipment or the *employee* shall be required to reimburse the Parish for any missing items;
 - 2. shall be compensated for any unused *compensatory time* in accordance with Section 3.6;
 - 3. shall be compensated for any unused *personal leave* in accordance with Section 4.5; and
 - 4. may be requested by the Human Resources Department to complete an exit interview.
- E. A person who *resigned* in good standing may be rehired in any open *position* for which they are qualified. The *Human Resources Director* shall determine whether a person resigned in good standing.

9.2 REDUCTION IN FORCE

The Parish is committed to providing continuous employment for all *employees* who maintain an adequate level of performance and places a high level of importance on the maintenance of a stable workforce as a vital part of its overall *employee* relations program. Stability is also necessary to render the quality of service for which the Parish is known.

However, should economic or business circumstances dictate a temporary reduction in the size of the workforce, affected *employees* must be given fair and equitable treatment.

- A. The objectives of the *reduction in force* procedure are to ensure that:
 - 1. *reduction in force* is conducted as a final measure;
 - 2. *employees* who may be affected by discontinuance of their work are given fair and equitable treatment;
 - 3. minimum disruption is caused to *employees* and the Parish in its goal of delivering the highest quality of service; and
 - 4. *employees* are aware of and understand the procedures involved.
- B. If the likelihood of a *reduction in force* is definite, *management* shall explore possible alternatives.

1. In beginning the *reduction in force* process, each *employee* shall be notified regarding the circumstances of the Parish's reasoning for reducing the work force.
2. *Employees* shall be kept aware of conditions and developments in the Parish that may affect their job security.
3. Should a *reduction in force* be required, *management* shall identify those areas of the Parish where workload will not support current staff and the number of surplus *employees* in each area.
4. Within the Parish, *management* shall first explore whether the reduction of *temporary* or *part-time employees* will satisfy the requirements.
5. In continuing the process, those *employees* who are eligible for retirement shall be strongly encouraged to do so.
6. Should further reductions be necessary, *full-time, permanent employees* shall be identified to meet requirements.
7. After a thorough review by *management*, a determination shall be made as to how many *employees* need to be reduced within each classification.

The *reduction in force* shall be done by one of two ways:

- a. **Seniority.** *Management* may choose to strictly use *seniority* as the method of *reduction in force*.
- b. **Job performance.** If this system is requested to be used by any *department*, the Human Resources Department along with the Parish attorney and the Parish President will scrutinize the recommendations, the method used in assessing the *employees*, and ultimately those *employees* selected as part of the *reduction in force* to determine whether:
 1. this system is discriminatory;
 2. it differentiates *employees* on the basis of job qualifications; or
 3. its use will have a disparate impact on any group of *employees*.

Every effort must be made to ensure that the *employee* has been treated fairly throughout the process and has been given a reasonable length of time to demonstrate their working ability.

The process for recommending *employees* is as follows.

1. The *supervisor* considers all *employees'* job performances and recommends *employees* subject to the *reduction in force*.
2. A second review will be done by the *Director*.
3. Finally, the Human Resources Department along with the Parish attorney and the Parish President will review and approve or revise the recommendations for the *reduction in force*.

Multi-level reviews are effective in establishing the Parish's good faith effort at selecting *employees* for *reduction in force* on the basis of non-discriminatory criteria.

8. *Employees* subject to a *reduction in force* shall be notified by *management*. Information to be provided to each *employee* will include:
 - a. the reason for the *reduction in force*;
 - b. date of the *reduction in force*; and
 - c. *benefit* status.
 9. The Human Resources Department shall be responsible for providing any additional information requested.
 10. Once the *reduction in force* is completed, the remaining *employees* shall be notified.
- C. The Parish will make every effort to contact persons affected by a *reduction in force* regarding new developments and the availability for recall. *Employees* affected by a *reduction in force* shall:
1. provide the Human Resources Department with current mailing address, email address, and telephone number;
 2. be placed on a priority rehire list for a period of one (1) year to be contacted if a *position* becomes available for which they may be eligible based on experience, training, education, and/or other qualifications;
 3. have no recall rights to their former *positions*;
 4. be recalled in reverse order of their layoff in the form of a certified letter to their current mailing address; and
 5. respond to recall within three (3) days or be removed from the rehire list.
- D. The Parish will provide insurance *benefits*, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA),⁷² to those *employees* who have been affected by a *reduction in force*.
- E. *Employees* subject to a *reduction in force* shall be eligible for all unused *compensatory time* in accordance with Section 3.6 in addition to all accumulated *personal leave* in accordance with Section 4.5.
- F. *Employees* subject to a *reduction in force* returning to work within ninety (90) days shall have their previously accumulated *sick leave* reinstated, if applicable, in accordance with Section 4.6.
- G. Two (2) weeks' severance pay shall be given to all *employees* affected by a *reduction in force* on their next payroll check.

⁷² The U.S. Department of Labor's COBRA policy can be found online at [dol.gov](https://www.dol.gov).

10.0 CONCERNS, DISCIPLINE, AND APPEALS

10.1 Employee Concerns

10.2 Grounds for Disciplinary Action

10.3 Disciplinary Action Appeals

10.4 Human Resources Board

PROPOSED

10.1 EMPLOYEE CONCERNS

Employees are permitted to express any concerns or complaints they may have with regards to their treatment or conditions on the job. *Retaliation* shall not be taken against any *employee* for submitting a concern in good faith.

- A. The *employee* must bring their concern to their *supervisor*. If the *employee* does not feel it would be appropriate to report to that person, they must report to next higher member of *management*.
- B. *Management* shall document the concern in writing in a supervisory file. *Management* shall study the concern and attempt to resolve it, and document the resolution and any action taken in the supervisory file.
- C. If the *employee* feels *management's* decision does not resolve the concern, the *employee* may report the concern to the next higher levels of *management*, through the chain of command, with the last report being to the *Human Resources Director*. *Management* at each level of command shall document the concern, resolution, and action in a supervisory file.
- D. Employees abusing this policy or making false reports shall be subject to disciplinary action.

10.2 GROUNDS FOR DISCIPLINARY ACTION

- A. *Employees* may be subject to disciplinary action and/or *dismissal* for any of the following offenses.
 - 1. Being tardy or absent without authorization.
 - 2. Being tardy or absent excessively.
 - 3. Engaging in horseplay, scuffling, etc.
 - 4. Threatening, intimidating, coercing, or interfering with fellow *employees* (assault).
 - 5. Fighting, provoking, or instigating a fight (battery).
 - 6. Making false, vicious, demeaning, prejudicial, or malicious statements.
 - 7. Performing work without authorization of the *supervisor*.
 - 8. Causing loss of material due to carelessness.
 - 9. Wasting time or performing personal work on Parish time.
 - 10. Using a mobile device excessively.
 - 11. Initiating or receiving personal phone calls or electronic messages excessively.
 - 12. Leaving place of work without permission.
 - 13. Gambling during working hours.

14. Violating a safety regulation.
15. Deliberately acting carelessly while affecting personal safety or safety of others.
16. Soliciting outside contributions without approval of Administration while on Parish time or premises.
17. Distributing any material without approval of Administration while on Parish time or premises.
18. Refusing to perform properly assigned work by a *supervisor*, deliberately delaying or restricting work production, or inciting others to delay or restrict work output.
19. Mismanaging resources.
20. Sleeping on the job.
21. Engaging in *insubordination*.
22. Misusing, destroying, or damaging property.
23. Willfully falsifying, destroying, damaging, defacing, obstructing, or stealing any Parish objective or property (sabotage).
24. Engaging in theft.
25. Engaging in *harassment*, *retaliation*, or *discrimination* against any *employee* or directed at any person associated with Parish business.
26. Disclosing another *employee's* personal or private information obtained during the course of employment, investigation, grievance, or other work-related cause.
27. Bringing or consuming *alcoholic beverages* or *controlled dangerous substances* onto Parish premises or entering Parish premises under influence of such substances.⁷³
28. Engaging in willful, malicious, or indecent conduct including the use of profane or vulgar language.
29. Carrying or possessing a firearm while in the scope of employment or carrying or possessing a firearm in a Parish vehicle at any time. (This does not apply to those *employees* who are authorized and/or required to carry firearms such as police officers.)
30. Any other just cause as defined by *management*.
31. Any violation of the policies contained in this manual.

This list is not intended to be all-inclusive. Its primary purpose is to identify the standards of performance/conduct that are expected and required for the benefit of all *employees*. The Parish shall investigate and respond to all complaints regarding violations of the standards.

⁷³ For more information about **prescriptions for a controlled dangerous substance**, see Section 7.3.

- B. Formal disciplinary action taken shall be consistent with the nature of the deficiency or infraction involved and the record of the *employee*.
- C. An *employee* may be placed on *disciplinary probation* based on the severity or number of offenses in a period of time as determined by *management*.
- D. The Parish shall utilize four (4) basic classifications of disciplinary action.
 - 1. **Employee counseling or oral reprimand.** The *employee* is counseled by a member of *management* following a minor offense to eliminate possible misunderstandings and to explain what constitutes proper conduct, all of which is documented in the *employee's* file.
 - 2. **Written reprimand.** The *employee* receives written notice of discipline following intentional or repeated minor offenses. The purpose of this written reprimand is to make certain that the *employee* is fully aware of the misconduct they have committed and what is expected, thereby enabling the *employee* to avoid a reoccurrence of the incident.
 - 3. **Suspension.** In the interest of good discipline, a *supervisor* *suspends* an *employee* without pay. The purpose of a *suspension* is to make certain that the *employee* understands the seriousness of the misconduct and that further misconduct will most likely result in *dismissal* from the Parish.
 - 4. **Dismissal.** The *employee* is *dismissed* as the result of a serious offense or the final step in the accumulation of minor offenses.
- E. Any time that any or all the basic classifications of disciplinary actions are taken, the *employee's* file shall be noted. *Management* must submit a copy of any type of disciplinary action used to the Human Resources Department. **It is imperative that the Human Resources Department receive a copy of all disciplinary action taken.**

10.3 DISCIPLINARY ACTION APPEALS

Full-time, permanent employees are permitted to appeal any disciplinary action taken against them. *Retaliation* shall not be taken against any *employee* for submitting an appeal in good faith.

- A. **Appeal schedule.** The *employee* may appeal a disciplinary action by delivering an appeal in writing to the appropriate level of management according to the following schedule.

Type of discipline	Deliver first appeal to	Deliver next appeal(s) to	Eligible for appeal to the <i>Human Resources Board</i> ?
Counseling and Written Reprimand	<i>Supervisor</i> of the manager implementing the disciplinary action. If the disciplinary action was implemented by the <i>Director</i> , deliver the first appeal to the <i>Director</i> .	Next level of <i>management</i> . ⁷⁴ Appeals continue up the chain of command in <i>management</i> , with the last eligible appeal to the <i>Human Resources Director</i> .	No
Reduction in Pay, Suspension, Demotion, and Dismissal	<i>Director</i>	<i>Human Resources Director</i>	Yes

- B. **Conflict.** If the *employee* does not feel it would be appropriate to appeal to the level of *management* designated in the schedule, they must submit an appeal to the next higher level of *management*.
- C. **Time for appeals.** The *employee* must deliver any appeal (at any level in the schedule detailed in subsection A) so that it is received by the appropriate level of *management* within five (5) working days from the date the *employee* receives the disciplinary action or the decision from the previous appeal.
- D. A copy of the original appeal and all responses must be submitted to the Human Resources Department.
- E. It shall be the responsibility of the appropriate level of *management* to investigate the offenses, the disciplinary action taken, any previous disciplinary actions and performance evaluations of the *employee*, and the merits of the *employee's* appeal.
1. *Management* may refuse to investigate if the appeal is untimely delivered, and shall issue a written decision to that effect.
 2. *Management* shall issue a written decision on whether the disciplinary action is affirmed, modified, or reversed.

⁷⁴ For the purposes of this schedule, the next level of *management* after the *Director* is the *Human Resources Director*.

- F. The only appeals which may be brought before the *Human Resources Board* for a hearing are appeals by *full-time, permanent employees* resulting in a reduction in pay, *suspension, demotion, or dismissal*. The *Human Resources Board* shall determine only whether the disciplinary action was reasonable in accordance with Section 10.4. **No other grievances or appeals may be brought as an appeal before the *Human Resources Board*.**

10.4 HUMAN RESOURCES BOARD

- A. Those *employees* who have gone through all phases of the appeal procedure in accordance with Section 10.3 and want to appeal to the *Human Resources Board* must provide to the *Human Resources Director*, in writing, the reasons for the appeal, in accordance with subsection F of Section 10.3. Only those specific appeals in accordance with subsection F of Section 10.3 shall be the subject of an appeal before the *Human Resources Board*.
- B. Within forty-five (45) days after receipt of an appeal, through the Human Resources Department, the *Human Resources Board* shall initiate a hearing. The *Human Resources Board* shall have the right to continue the hearing from time to time *for cause* and reason.
- C. Appellant shall have the right to be represented by counsel or any person of their choosing. The only exception will be that no elected official will be allowed to represent the appellant.
- D. During the *Human Resources Board* hearing, the appellant, as well as any witnesses, may be examined and allowed to be cross-examined. Documents, reports, and records may be introduced as evidence.
- E. The *Human Resources Board* shall take the case under submission and shall approve, disapprove, modify, or rescind any prior action taken or proposed, including an award of back pay, if warranted.
- F. The *Human Resources Board* shall decide appeals promptly, but no longer than thirty (30) days after completion of a hearing.

All decisions of the *Human Resources Board* are binding and final.

GLOSSARY

administrative leave. Temporarily relieves an *employee* of their normal job responsibilities during (1) an administrative investigation, either paid or unpaid (if paid, *employee* shall be required to remain home and available during normal working hours), or (2) upon admission to a Parish-recognized *substance* and *alcohol abuse* program.

adoption (parental leave). The act of legally and permanently assuming the responsibility of raising a *child*.

alcohol, alcoholic beverages. Unauthorized beverages containing an intoxicating agent, including beer, malt beverages, wine, liquor, or other distilled spirits.

appointing authority. The Parish President, the *Human Resources Director*, or any other person(s) authorized by the Charter to make appointments to *positions*.

benefits. A collection of non-cash compensation elements, including health insurance, life insurance, *personal leave*, *sick leave*, *parental leave*, enrollment in the state retirement system, and the right to appear before the *Human Resources Board*.

child, children. A biological, *adopted*, or *foster child*; a stepchild; a legal ward; or a *child* of a person standing *in loco parentis*, who is (a) under 18 years of age, or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

civil leave. A paid leave of absence granted to an *employee* for these specific legal reasons: jury duty, grand jury service, summons, or subpoena as a witness for the local, state, or federal court, but not for personal lawsuit.

classification plan. All classes of *positions* established for the *classified service*.

classified employee. All *employees* of the *classified human resources system* of the Parish and who are subject to all terms of this manual. Compare *unclassified employee*.

classified human resources system. The system established by the Charter, which includes a *classification plan* and *salary plan* for *classified employees*.

classified service. All offices and *positions* of trust or employment in the Parish service, except those placed in the unclassified service by Section 4-10 (B) of the Charter.

cloud computing. A method of running application software and storing related data in central computer systems while providing user access through the Internet.

collection site. A place selected by the Parish where *prospective employees* and *employees* present themselves for the purpose of providing a urine or other lawful specimen and breath specimen for a *drug* and *alcohol* test.

compensatory time. Time off in lieu of *overtime* cash compensation for *overtime* work performed in a workweek at a rate not less than one and one-half (1.5) times each hour of employment for which *overtime* compensation is required by the FLSA.

confidential information. Information that is meant to be kept secret, including *employee* information, financial information, engineering plans, internal documentation, Parish contracts, or Parish property.

confirmed presence of a controlled dangerous substance. The performance of two (2) separate and different tests on an individual's urine specimen resulting in the detection of *controlled dangerous substances* in concentrations greater than the applicable cutoff levels as set by the U.S. Department of Transportation. The second, or confirmation test, on the urine sample shall be gas chromatography/mass spectrometry.

controlled dangerous substance. A *drug*, substance, or immediate precursor in Schedules I through V of the Uniform Controlled Dangerous Substances Law,⁷⁵ or any *drug*, substance, or immediate precursor listed either temporarily or permanently as a federally controlled substance.

demotion. An *employee's* change from a *position* in one classification to a *position* in another classification assigned a lower salary range in the *classified human resources system*.

department(s). Civic Center; Coastal Restoration and Preservation; Finance; Housing & Human Services; Legal; Parks and Recreation; Planning and Zoning; Public Safety; Public Works; Risk Management and Human Resources; Solid, Hazardous, and Recycling Waste; Utilities; or any other established by reorganization in accordance with the Charter.

Director. The person appointed by and subject to the direction of the Parish President who oversees the *department* in accordance with the Charter.

disciplinary probation. A period of time the *employee* is placed back into *probationary* status due to substandard performance, which is used to reassess an *employee's* aptitude to being successful in the *position* hired.

discrimination. Treating a person or group of people less favorably, which is protected by the U.S. Constitution and federal laws (e.g., Title VII of the Civil Rights Act,⁷⁶ the Age Discrimination in Employment Act,⁷⁷ the Americans with Disabilities Act (ADA)⁷⁸) as well as state and local ordinances.

dismissal, discharge. The *termination* of employment *for cause*.

drug. A substance (other than food) intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease or to affect the structure or any function of the body.

⁷⁵ La. R.S. 40:961 can be found online at legis.la.gov, and 21 U.S.C. §801 can be found online at uscode.house.gov.

⁷⁶ Title VII of the Civil Rights Act can be found online at dol.gov.

⁷⁷ The Age Discrimination in Employment Act can be found online at eeoc.gov.

⁷⁸ The Americans with Civil Disabilities Act can be found online at ada.gov.

emergency day benefit. Compensation at an *employee's* regular hourly rate of pay for each hour the *employee* was scheduled to work on an *emergency day*.

emergency day. A day within the *employee's* regular workweek declared by the Parish President as a day where *employees* remain at home.

employee. Any person employed by the Parish to whom a provision of this manual has been made applicable by the *appointing authority* or the Council. Compare *prospective employee*.

exempt employee, salaried employee. An *employee* who, because of job duties, is not entitled to the minimum wage and *overtime* pay provisions of the FLSA. Exempt status shall be determined by the *Human Resources Director*. Compare *non-exempt employee*.

for cause. A reason or grounds for action taken or for the existence of a condition.

foster (long-term foster/foster-to-adopt). A form of *adoption* in which a *child* is placed in an approved home as a foster *child* with the expectation that the *child* will become legally free and be *adopted* by the foster *parent(s)*.

full-time employee. An *employee* who is regularly scheduled to work forty (40) hours per week in a *position*.

group health insurance. Medical, dental, basic term life, short-term disability, and long-term disability insurance that make up the *employee* health benefits program.

guardian ad litem, GAL. Someone appointed by a court of law to protect the interests of a *child* in a single court action.

harassment. A form of *discrimination* which causes another person to feel frightened, offended, humiliated, intimidated, insulted, ridiculed, and/or undermined.

holiday. A day within the *employee's* regular workweek when *employees* are paid a *holiday benefit* but are not required to work.

holiday benefit. Eight (8) hours of compensation at an *employee's* regular hourly rate of pay.

Human Resources Board. A five (5) member board of qualified electors of Terrebonne Parish appointed to serve the Parish as an appeal board for Parish *full-time, permanent employee* disciplinary action appeals in accordance with the Charter.

Human Resources Director. Any individual designated by the Parish President to oversee the administration of the Parish's Human Resources System in accordance with the Charter.

immediate family member. The (a) *employee's children*, (b) *spouses* of the *employee's children*, (c) the *employee's* brothers and sisters, (d) *spouses* of the *employee's* brothers and sisters, (e) the *employee's parents*, (f) the *employee's spouse*, and (g) the *parents* of the *employee's spouse*.

in loco parentis. The type of relationship in which a person has put themselves in the situation of a *parent* by assuming and discharging the obligations of a *parent* to a *child*; an individual intends to take on the role of a *parent*.

initial test. An immunoassay screen to eliminate **negative** urine or other lawful specimens from further consideration.

insubordination. A willful or intentional failure to obey an ethical and reasonable request of *management*; disrespect for authority.

legally protected class. A person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, genetic information, or any other legally protected characteristic as defined by U.S. Equal Employment Opportunity Commission.⁷⁹

management. Any individual who has been authorized to oversee and manage the work of *employees*.

merit award committee. The *Director*, Chief Financial Officer, *Human Resources Director*, Parish Manager, and Parish President responsible for reviewing the claims and granting or denying merit awards.

military leave. Leave granted in accordance with federal and state law for military purposes.

nepotism. Preference of any sort given to *immediate family members*. The Parish will comply with La. R.S. 42:1119.⁸⁰

non-exempt employee, hourly employee. An *employee* who is entitled to the minimum wage and *overtime* protections of the FLSA. *Non-exempt* status shall be determined by the *Human Resources Director*. Compare *exempt employee*.

overtime. Hours worked over forty (40) in a workweek that entitles a *non-exempt employee* to compensation at one and one-half (1.5) times the regular rate of pay for each hour worked over forty (40) hours in that workweek unless otherwise provided by law.

parent (immediate family). The biological parent of an *employee* or an individual who stood *in loco parentis* to an *employee* when the *employee* was a son or daughter.

parental leave. A paid leave of absence from regular scheduled work hours by a *full-time, permanent employee* who becomes a *parent* via childbirth, *adoption*, *foster (long-term)*, or any other legal placement and meets all eligibility requirements.

part-time employee. An *employee* who is regularly scheduled to work less than thirty (30) hours per week and who is not eligible for *benefits*. Compare *full-time employee*.

⁷⁹ The U.S. Equal Employment Opportunity Commission can be found online at eeoc.gov.

⁸⁰ La. R.S. 42:1119 can be found online at legis.la.gov.

peace officer. Any *employee* of the state, a municipality, a sheriff, or other public agency, whose permanent duties actually include the making of arrests, the performing of searches and seizures, or the execution of criminal warrants, and is responsible for the prevention or detection of crime or for the enforcement of the penal, traffic, or highway laws of this state, but not including any elected or appointed head of a law enforcement department as per La. R.S 40:2402(3)(a).⁸¹

permanent employee. An *employee* whose *position* has been budgeted and who has completed the one hundred and eighty (180) day *probationary period*. Compare *temporary employee*; *seasonal employee*.

personal leave. An accrued paid leave of absence from regularly scheduled work hours earned by a *full-time, permanent employee* for the purpose of vacation, recreation, or to attend to personal affairs.

Personnel Policy Manual. The official Personnel Policy Manual of the Terrebonne Parish Consolidated Government as adopted by the Terrebonne Parish Council, which establishes rules, definitions, and principals that formulate, define, detail, and govern the relationship between the Terrebonne Parish Consolidated Government and its employees for the purposes of attaining the Parish's objectives.

position. A group of duties and responsibilities assigned or delegated by *management* to be performed by one (1) *employee*.

prescription. A written request for a *drug* or therapeutic aid issued by a licensed physician, nurse practitioner, physician's assistant, dentist, osteopath, or podiatrist for legitimate medical purpose, for the purpose of correcting a physical, mental, or bodily ailment, and acting in good faith in the usual course of professional practice.

primary parent. The legal *parent* who takes care of a *child's* most basic needs. Compare *secondary parent*.

probationary employee. An *employee* still within the one hundred and eighty (180) day *probationary period*.

probationary period. A set period of time used to assess an *employee's* aptitude to being successful in the *position*.

promotion. An *employee's* advancement in *position* in the *classified human resources system*.

prospective employee. Any person selected for employment by the Parish who has begun the hiring process. Compare *employee*.

qualifying event (parental leave). The birth of a *child* or the *adoption, foster (long-term)*, or other legal placement of a *child*. Other legal placement does not include parental custody cases or legal assignments as *guardian ad litem*.

reduction in force, RIF. The *dismissal* of an *employee* because of lack of work, lack of sufficient financial appropriation, or other causes which do not reflect on the *employee*.

⁸¹ La. R.S. 40:2402(3)(a) can be found online at legis.la.gov.

resignation. The voluntary *termination* of employment by an *employee*.

retaliation. Any adverse reaction by *management* that would deter an *employee* from making a complaint (e.g., counselling, written reprimand, discipline, *demotion*, salary reduction, or *termination*).

salary plan. The levels of compensation established for each *position* of the *classified service*.

screening. An immunoassay screen to eliminate **negative** urine or other lawful specimens from further consideration.

seasonal employee. An *employee* who works in a *non-permanent position*, regardless of the number of hours worked in a week, and only at certain times of the year (e.g., camp counselor, lifeguard, sports official, etc.). Compare *permanent employee*; *temporary employee*.

secondary parent. The other legal *parent* of a *child* who has parental responsibility but who is not the *primary parent*. Compare *primary parent*.

seniority. A privileged status attained by length of continuous service to the Parish.

seniority date. The day an *employee* was hired as a budgeted, *full-time, permanent employee*.

sick leave. An accrued paid leave of absence from regular scheduled work hours earned by a *full-time, permanent employee* for any recognized medical reason for an *employee* or their *immediate family member*.

social networking. Websites that provide a way for people to exchange messages, share information, and cooperate in joint computer activities (e.g., YouTube®, Flickr®, Facebook®, Twitter®, and Instagram®).

spouse. A husband or wife as defined or recognized under law for purposes of marriage.

substance abuse. The possession, use, or abuse of *controlled dangerous substances* or other specified illegal substances, or the misuse or abuse of *alcoholic beverages, drugs*, or other substances, not illegal, but which when misused or abused, tend to impair the normal performance of activities.

supervisor. The member of *management* who directly oversees an *employee*; also known as immediate, direct, or first-line supervisor.

surrogate mother. A woman who agrees to carry a baby to term on behalf of another person.

suspension. The enforced leave of absence without pay of an *employee* for disciplinary purpose.

temporary employee. An *employee* who works in a *non-permanent position*, regardless of the number of hours worked in a week. Compare *permanent employee*; *seasonal employee*.

termination. The separation of an *employee* from the *position* by reasons of death, *resignation, reduction in force, dismissal*, expiration of term of appointment, or failure to return after the expiration of a period of authorized leave.

testing facility, laboratory. Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

third parties. Individuals who are not Parish *employees*, such as relatives, acquaintances, or strangers.

transfer. The change of an *employee* from any *position* in the *classified service* to a different *position*.

tuition. The amount of money required for core curriculum course instruction only, which does not include additional fees (e.g., administrative fees, parking, books) that may be required to enroll in and attend class.

unauthorized leave. When an *employee* fails to report to work timely, gives no reason for the absence, or does not contact their *supervisor* prior to the workday beginning.

unclassified employee. *Employees* who are not members of the *classified human resources system* of the Parish by virtue of Section 4.10 (B) of the Charter, as follows. Compare *classified employee*.

1. All elected officials of the Parish.
2. The Parish President's secretary and any assistants to the Parish President.
3. *Temporary* and *seasonal employees*.
4. The Parish attorney and any assistant attorneys.
5. *Directors* created by or in accordance with the Charter.
6. *Employees* appointed directly by the Council.
7. Police and fire personnel of the urban services district who shall continue as members of the police and fire civil service systems.

vacancy. Any budgeted, unfilled *position* in the *classified human resources system*.

Web 2.0, social media. Websites and applications that enable users to easily create and share content or take part in *social networking* and *cloud computing* (e.g., blogs, wikis, social media, and web applications).

workplace. Any location, either permanent or temporary, where an *employee* performs any work-related duty. This includes vehicles as well as buildings and surrounding perimeters, including the parking lots, field locations, customer homes, alternate work locations, and traveling to and from work assignments.

workplace violence. Any physical assault, threatening behavior, or verbal abuse occurring in the *workplace* by *employees* or *third parties*. It includes beating, stabbing, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and *harassment* of any nature, such as stalking or swearing or shouting at another person.



Wednesday, April 13, 2022

Item Title:

Introduce an Ordinance to Authorize Lease of Property at Main Street & Church Street

Item Summary:

An ordinance to authorize the lease of property at 7842 Main Street, at the Corner of Main, Church, and Belanger Streets, Houma, LA, 70360, Parcel #19175, from property owner(s); authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for other matters relative thereto.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/18/2022	Cover Memo
Resolution	3/18/2022	Resolution
Ordinance	3/18/2022	Ordinance
Memo	3/18/2022	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Lease Property at 7842 Main Street

PROJECT SUMMARY (200 WORDS OR LESS)
Introduce an ordinance to authorize the lease of property at 7842 Main Street, at the corner of Main, Church, and Belanger Streets, Houma, LA, 70360, Parcel #19175, from property owner(s); authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for others matters relative thereto and calling for a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.
PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

<i>Chris Pulaski</i>	<i>03/18/2022</i>
_____	_____
Signature	Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

Resolution and Ordinance to authorize the lease of property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana, 70360, Parcel #19175, from property owner(s); Authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for other matters thereto.

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to lease any land or property on behalf of the Parish Government; and

WHEREAS, in connection with a Downtown Development Project, including the project known as the Belanger Street Park a/k/a Rotary Centennial Plaza, (hereinafter the project sometimes referred to as "Belanger Street Park Project"), which involves a downtown development project in cooperation and coordination with the Houma Downtown Development Corporation and with the Rotary Club of Houma, Inc., both nonprofit corporations, which involves in part property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana 70360, Parcel #19175 (hereinafter sometimes referred to as the "Proposed Leased Property"), and the Terrebonne Parish Consolidated Government Administration recommends to the Terrebonne Parish Council that the Parish President, Gordon E. Dove, be authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government ("TPCG") to execute documents necessary to lease said Proposed Leased Property to the TPCG in connection with the Belanger Street Park Project a/k/a Rotary Centennial Plaza to facilitate construction, operation and maintenance of a park in connection with the Belanger Street Park Project a/k/a Rotary Centennial Plaza, which basic terms are described below.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council to authorize the lease of property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana, 70360, Parcel #19175, from property owner(s); and to authorize the Parish President to execute any and all documents necessary to lease this property

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, April 13, 2022, at 6:30 p.m.

OFFERED BY: _____
SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 7842 MAIN STREET, AT THE CORNER OF MAIN, CHURCH AND BELANGER STREETS, HOUMA, LOUISIANA, 70360, PARCEL #19175, FROM PROPERTY OWNER(S); AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO LEASE THIS PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to lease any land or property on behalf of the Parish Government; and

WHEREAS, in connection with a Downtown Development Project, including the project known as the Belanger Street Park a/k/a Rotary Centennial Plaza, (hereinafter the project sometimes referred to as "Belanger Street Park Project"), which involves a downtown development project in cooperation and coordination with the Houma Downtown Development Corporation and with the Rotary Club of Houma, Inc., both nonprofit corporations, which involves in part property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana 70360, Parcel #19175 (hereinafter sometimes referred to as the "Proposed Leased Property"), and the Terrebonne Parish Consolidated Government Administration recommends to the Terrebonne Parish Council that the Parish President, Gordon E. Dove, be authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government ("TPCG") to execute documents necessary to lease said Proposed Leased Property to the TPCG in connection with the Belanger Street Park Project a/k/a Rotary Centennial Plaza to facilitate construction, operation and maintenance of a park in connection with the Belanger Street Park Project a/k/ Rotary Centennial Plaza, which basic terms are described below.

WHEREAS, the Terrebonne Parish Consolidated Government Administration recommends to the Terrebonne Parish Council to authorize the Terrebonne Parish President, Gordon E. Dove, to execute a lease for the Proposed Leased Property to TPCG from the property owner(s) for approximately eleven (11) months out of a calendar year, for a period of three (3) years, commencing as soon as reasonably possible, for the base rental sum of \$1,500.00 per month, payable in advance, together with other terms and conditions of the lease approved by the Legal Department, including but not limited to TPCG paying its proportionate share of Property Taxes, as defined therein, utilities, maintenance expenses, and a damage deposit, TPCG providing insurance, and inclusive of a hold harmless and indemnification clause in favor of the lessor.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish President, Gordon E. Dove, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government ("TPCG") to execute documents necessary to lease the aforescribed property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana 70360, Parcel #19175 ("Proposed Leased Property") from the property owner(s) for a period of approximately eleven (11) months out of a calendar year, for a period of three (3) years, commencing as soon as reasonably possible, for the base rental sum of \$1,500.00 per month, payable in advance, together with other terms and conditions of the lease approved by the Legal Department, including but not limited to TPCG paying its proportionate share of Property Taxes, as defined therein, utilities, maintenance expenses, a damage deposit, TPCG providing insurance, and inclusive of a hold harmless and indemnification clause in favor of the lessor.

SECTION II

The aforescribed lease will be conducive to the public interest, convenience and safety and will enable TPCG to properly fulfill the functions imposed upon it by law.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:
YEAS: _____
NAYS: _____
NOT VOTING: _____
ABSTAINING: _____
ABSENT: _____

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

_____, CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

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

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

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

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



March 18, 2022

MEMO TO: Gordon E. Dove
Parish President

FROM: Christopher Pulaski , Director
Planning & Zoning Director

SUBJECT: Agenda Item
Lease of Property on Main Street

Attached is a Resolution and Ordinance authorizing to the Parish President to prepare and execute any and all documents related to the lease of the property along Main Street owned by V.J. Caro for its use in Rotary Centennial Plaza. The lease and ordinance was prepared by Assistant Parish Attorney Vincent Dagate Jr.

Should you have any questions or require more information, please advise.

CP/lh

Attachment:

CC: Venita Chauvin, Council Clerk
Council Reading File



Wednesday, April 13, 2022

Item Title:

ORDINANCE Supplementing Ordinance No. 9199 - Bayou Terrebonne Drainage Improvements Project

Item Summary:

An ordinance to supplement Ordinance No. 9199 to authorize the acquisition of property and/or sites and/or servitudes required for the Bayou Terrebonne Drainage Improvements Project by boundary agreements and/or lot line adjustments and/or exchanging property; to authorize the Parish President to execute any and all documents necessary to acquire property and/or sites and/or servitudes for the said purposes by said means; to provide for other matters relative thereto.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/21/2022	Executive Summary
Ordinance	3/21/2022	Ordinance
Backup Material	3/21/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE: Supplementing Ordinance No. 9199 - Bayou Terrebonne Drainage Improvements Project

PROJECT SUMMARY (200 WORDS OR LESS)

Introduce an ordinance to supplement Ordinance No. 9199 to authorize the acquisition of property and/or sites and/or servitudes required for the Bayou Terrebonne Drainage Improvements Project by boundary agreements and/or lot line adjustments and/or exchanging property; to authorize the Parish President to execute any and all documents necessary to acquire property and/or sites and/or servitudes for the said purposes by said means; to provide for other matters relative thereto; and call a public hearing on said matter on Wednesday, April 13, 2022 at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Legal

03/21/2022

Signature

Date

OFFERED BY: _____
SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO SUPPLEMENT ORDINANCE NO. 9199 TO AUTHORIZE THE ACQUISITION OF PROPERTY AND/OR SITES AND/OR SERVITUDES REQUIRED FOR THE BAYOU TERREBONNE DRAINAGE IMPROVEMENTS PROJECT BY BOUNDARY AGREEMENTS AND/OR LOT LINE ADJUSTMENTS AND/OR EXCHANGING PROPERTY; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE PROPERTY AND/OR SITES, AND/OR SERVITUDES FOR THE SAID PURPOSES BY SAID MEANS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

WHEREAS, Terrebonne Parish Ordinance No. 9199 authorized the Parish Administration to acquire any and all servitudes that are required to facilitate construction and maintenance of the Bayou Terrebonne Drainage Improvement Project; that the Parish President is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire the sites and/or servitudes for the above stated purpose for consideration he deems just and reasonable, not to exceed the fair market value, and that the Parish Legal Department is hereby authorized, at the direction of the Parish Administration, to institute expropriation and/or any other legal proceedings necessary to acquire the necessary sites and/or servitudes that are necessary or useful for the above mentioned purposes.

SECTION II

WHEREAS, Parish Administration recommends that Ordinance No. 9199 be supplemented to authorize and empower the Parish President to enter into boundary agreements and/or lot line adjustments and/or exchanging property to acquire property and/or sites and/or servitudes in connection with the Bayou Terrebonne Drainage Improvements Project where it may be applicable for consideration he deems just and reasonable not to exceed the fair market value.

SECTION III

WHEREAS, Parish Administration further recommends that this proposed ordinance does not in any way amend, limit or revoke Ordinance No. 9199 but is only intended to supplement Ordinance No. 9199 and the powers and authorizations granted therein to the Parish President to situations where applicable.

SECTION IV

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened that the Parish President is hereby authorized to enter into boundary agreements and/or lot line adjustments and/or exchanging property to acquire property and/or sites and/or servitudes in connection with the Bayou Terrebonne Drainage Improvements Project where it may be applicable for consideration he deems just and reasonable not to exceed the fair market value.

BE IT FURTHER ORDAINED that the Terrebonne Parish Ordinance No. 9199 does not in any way amend, limit or revoke Ordinance 9199 and is only intended to supplement Ordinance 9199 and the powers and authorizations granted therein to the Parish President to situations where applicable.

SECTION V

**BAYOU TERREBONNE DRAINAGE IMPROVEMENT PROJECT
PARISH OF TERREBONNE**

This project will involve improvements in the Savanne Road swamp area including weir structures, levees, flood box levees, along with constructing a new drainage pump station north of Savanne Road.

The construction of the aforescribed project will be conducive to the public interest, convenience and safety and will enable Terrebonne Parish Consolidated Government (TPCG) to properly fulfill the functions imposed upon it by law.

The proper construction of said described project is dependent upon the acquisition of the rights of way as fixed by the Parish Engineer, Office of Engineering, for the said project and such other rights as may be appurtenant thereto.

It is necessary and useful to take, by expropriation for construction purposes, and other public purposes, and in the manner provided by law, in the servitude or in full ownership, the property and property rights not otherwise acquired which are needed for the proper construction of said project, if amicable acquisition is not possible.

SECTION VI

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

SECTION VII

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

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

THERE WAS RECORDED:
YEAS: _____
NAYS: _____
NOT VOTING: _____
ABSTAINING: _____
ABSENT: _____

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

_____, CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

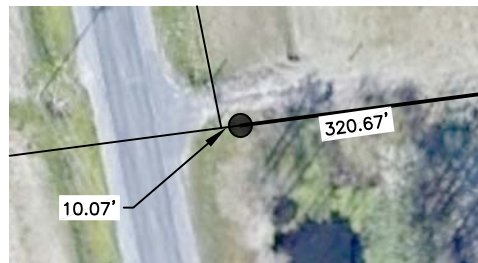
GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2022.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

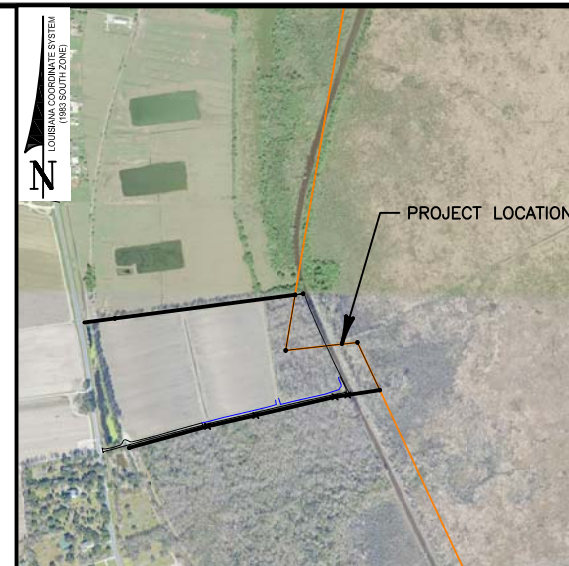
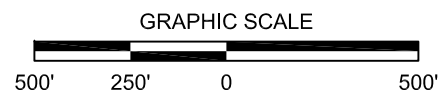
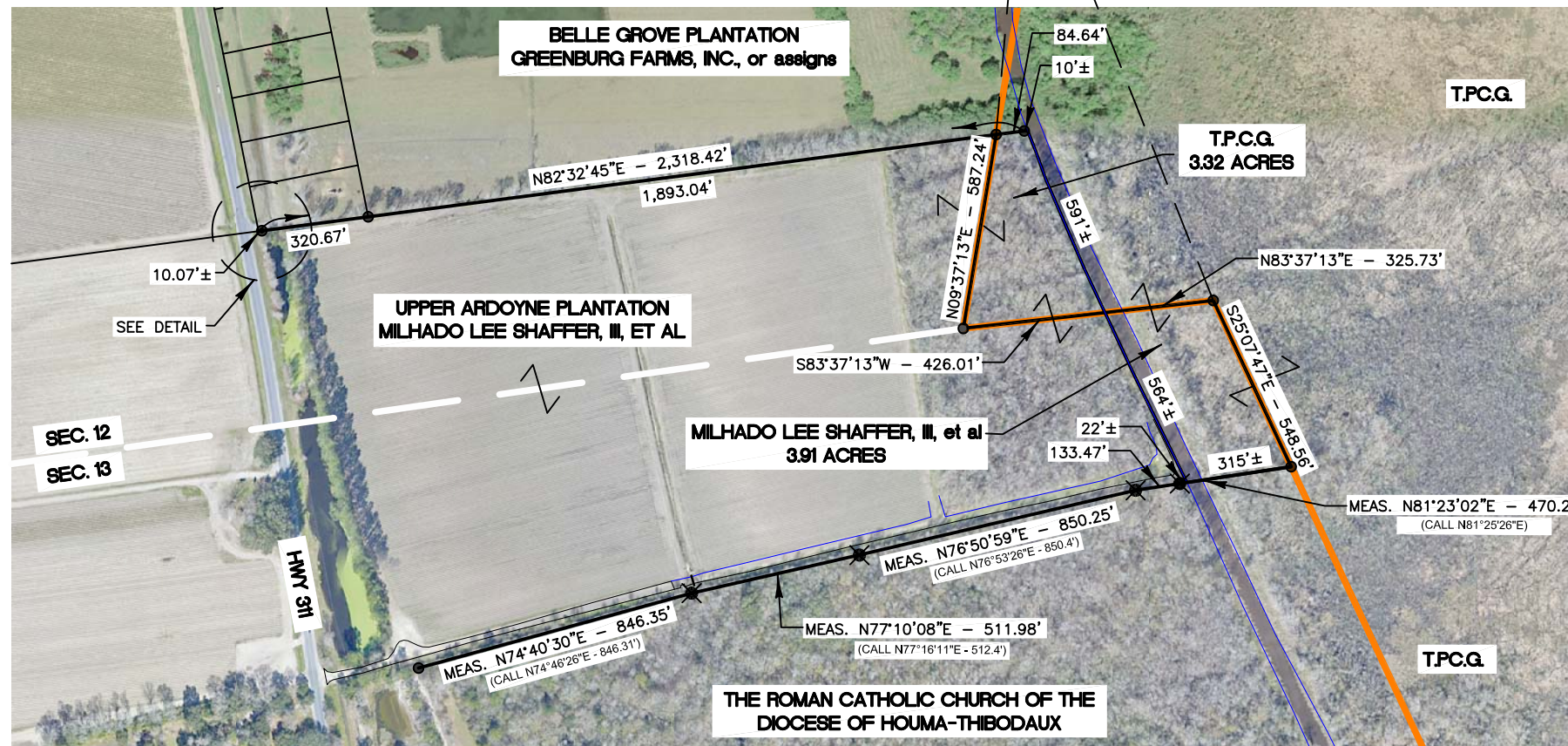
TERREBONNE PARISH, LOUISIANA
SECTIONS 12 & 13, T16S-R16E

REFERENCE MAP:

1. Map entitled "MAP BELLE GROVE PLANTATION TERREBONNE PARISH, LOUISIANA SUCCESSION OF J.M. McBRIDE" by J.C. WATIES, Dated JULY 1922.
2. Map entitled "MAP SHOWING PROPOSED PURCHASED FROM SOUTHDOWN LAND CO. AND MILHADO L. SHAFFER ET. AL. LOCATED IN SECTION 13 T16S-R16E TERREBONNE PARISH, LOUISIANA" by DOUGLASS S. TALBOT, Dated JULY 17, 1973.
3. Map entitled "ADDENDUM NO. 1 TO BELLE GROVE PLANTATION ESTATES A SUBDIVISION OF PROPERTY SITUATED IN SECTION 12, T16S-R16E, TERREBONNE PARISH, LOUISIANA" by CHARLES L. McDONALD, Dated DECEMBER 28, 1997.



DETAIL
SCALE: 1" = 100



VICINITY MAP
SCALE: 1" = 2000'

LEGEND:

- DENOTES 3/4" IRON ROD SET
- △ DENOTES CONTROL MONUMENT FND.
- ✱ DENOTES 3/4" IRON ROD INSERTED IN FND. 2" PVC IN CONC.

PRELIMINARY COPY
THIS DOCUMENT IS FOR REVIEW PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR ISSUANCE OF A PERMIT.
G. ALEX TEAGUE, P.L.S., LA. LAND SURVEYOR LICENSE NO. 4842
INITIALS: JCM DATE OF EXECUTION: 03/15/22
MORRIS P. HEBERT, INC., HOUMA, LA. PHONE: (985) 879-2731

APPROVED: _____
JOHN C. MATTINGLY, P.L.S.
LA. LAND SURVEYOR REG. NO. 4710
THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSING SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

DATE OF FIELD SURVEY: 03/11/2022

THIS TRACT IS LOCATED IN ZONE A2 AS SHOWN ON THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 225206 0410C, DATED MAY 1, 1985. COMMUNITY BASE FLOOD ELEVATION FOR ZONE A2 IS 5.00 N.G.V.D.

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

APPROVED & ACCEPTED ADMINISTRATIVELY THIS DATE _____

by the HOUMA-TERREBONNE REGIONAL PLANNING COMMISSION

By: _____

By: _____

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

EXHIBIT 'A'

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BOUNDARY LINE SHIFT BETWEEN
MILHADO LEE SHAFFER, III, et al & T.P.C.G.
LOCATED IN SECTIONS 12 & 13, T16S-R16E
TERREBONNE PARISH, LOUISIANA

DRAWN BY:	BAT	SHEET:	1 OF 1
CHKD./APPD. BY:	JCM	SCALE:	AS SHOWN
UPDATED BY:		DATE:	03/15/2022
DATA BASE:		JOB NO.	13932
MPH CAD FILE: 13932BDY001A0.DWG			



Category Number: 3.
Item Number: A.



Wednesday, April 13, 2022

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 04/11/2022*

Category Number: 3.
Item Number: B.



Wednesday, April 13, 2022

Item Title:

Community Development and Planning Committee

Item Summary:

Community Development and Planning Committee, 04/11/2022*



Wednesday, April 13, 2022

Item Title:

Policy, Procedure and Legal Committee

Item Summary:

Policy Procedure and Legal Committee, 04/11/2022*

(*Ratification of minutes calls public hearings on April 27, 2022 at 6:30 p.m.)

Category Number: 4.
Item Number: A.



Wednesday, April 13, 2022

Item Title:

2022 NACO Annual Conference and Exposition

Item Summary:

Approve attendance to the 2022 National Association of Counties Annual Conference and Exposition from July 20-24, 2022 in Adams County / Denver, Colorado.

ATTACHMENTS:

Description

Backup Material

Upload Date

4/5/2022

Type

Backup Material

NACo 2022 Annual Conference – Register Today

Allison Valliant March 11, 2022 County News / NACo and Federal Issues

The National Association of Counties (NACo) [2022 Annual Conference](#) is scheduled for July 21-24 in Adams County, Colorado.

The NACo Annual Conference and Exposition is the largest meeting of county elected and appointed officials from across the country. Participants from counties of all sizes come together to shape NACo's federal policy agenda, share proven practices, and strengthen knowledge networks to help improve residents' lives and the efficiency of county government.



The 2022 conference will be **in-person** after having to cancel the conference in 2020, and hosting a hybrid event in Prince George's County, Maryland in 2021, due to the COVID-19 pandemic.

Early bird registration ends on April 17. [Visit the event website](#) for more information on the conference including a preliminary schedule, hotel reservation information, and registration.



Wednesday, April 13, 2022

Item Title:

Recreation District No. 2,3 Board

Item Summary:

Recreation District No. 2,3 Board: Three (3) expiring terms on 05-31-22. Mr. Wren Halford expresses his interest in being reappointed. Mr. David Mabile submits application and resume for consideration. Mr. Jerome Boykin, Sr. submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration List	3/21/2022	Cover Memo
Notice to the Public	3/21/2022	Backup Material
Application - Wren Halford	3/21/2022	Application
Letter of Interest/Resume - Wren Halford	3/21/2022	Backup Material
Application - David Mabile	3/31/2022	Application
Resume - David Mabile	3/31/2022	Backup Material
Application - Jerome Boykin, Sr.	4/11/2022	Cover Memo
Resume - Jerome Boykin, Sr.	4/11/2022	Cover Memo

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN



DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

March 14, 2022

MEMO TO: Suzette Thomas
Council Clerk

FROM: Tammy Triggs *ta*
Assistant Council Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of May 2022.

→ Recreation District No. 2,3	Amber Berry	05/31/22*
	Wren Halford	05/31/22*
	Ryan Page	05/31/22
T.A.R.C.	Larry Pete (NAACP)	05/31/22
	Richard Watkins (Membership)	05/31/22
	Mike Allemand (Chamber)	05/31/22

By copy of this memo, individuals are being requested to email *Council Clerk Suzette Thomas* at suthomas@tpcg.org or *Assistant Council Clerk Tammy Triggs* at ttriggs@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at tpcg.org. If you have any question, please feel free contact our office at (985) 873-6519.

/tet
cc: Council Agenda File
Organizations/Individuals

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **MARCH 23, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) vacancy due to a resignation.

→ **RECREATION DISTRICT NO. 2,3 BOARD:** Three (3) expiring terms on 05-31-22.

RECREATION DISTRICT NO. 3A BOARD: One (1) expired term.

RECREATION DISTRICT NO. 6 BOARD: One (1) expired term.

RECREATION DISTRICT NO. 7 BOARD: One (1) expiring term on 03-25-22.

RECREATION DISTRICT NO. 11 BOARD: One (1) vacancy due to a resignation.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD-: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Two (2) vacancies (One representing Bayou Area Children Foundation and one representing the Terrebonne Parish Sheriff's Office) due to resignations and seven (7) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

VETERANS' MEMORIAL DISTRICT: One (1) unexpired term due to a resignation (Representing the Parish President South of the Intracoastal) and one (1) expired term (Representing the Vietnam Veterans of America).

TERREBONNE PARISH TREE BOARD: Two (2) expiring terms on 02-23-22 and one (1) vacancy due to a resignation.

TERREBONNE ARC: Three (3) expiring terms on 05-31-22 and one (1) unexpired term due to a resignation.

HOUMA HOUSING AUTHORITY: One (1) expired term.

HOUMA BOARD OF ZONING ADJUSTMENTS: One (1) vacancy due to a resignation. (The vacant position is for an Alternate Member)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) unexpired term due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, MARCH 21, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

**TAMMY TRIGGS, ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL**



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 3-21-2022

I, Wren "Buddy" Halford, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 700 Levron st 2-b,
(Address)
Houma, La. 70360, Telephone number is (985) 226-0886,
(City, State, and Zip Code)
and E-mail is everybodysbuddy2.wh@gmail.com, wish to qualify for appointment
as a member of the Re 2-3 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
700 Levron st 2-b for 15 + consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the Rec 2-3 Yes ☒ No ☐
(Recreation District)
and Council District No. 6.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☒ No ☐.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Rec 2-3.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Rec 2-3.
(Board/Committee/Commission)

F. Applicant is aware of the Rec 2-3 board criteria and
attendance requirements. (Board/Committee/Commission)
Yes ☒ or No ☐.

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G. Applicant affirms that his/her employment with Disabled
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ____ or No. ☒
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ☒ or No. ____.

If yes, explain:

Rec 2-3

J. Are you elected to any Federal, State, or Local Office? Yes ____ or No. ☒

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ____ or No. ☒

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ____ or No ☒

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ____ or No ☒

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ____ or No ☒

If yes, explain: _____

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O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes ☒ or No ☐

If yes, explain: Rec 2-3

Applicant must complete and return this application **along with a copy of their resume** to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**

Buddy Alfond

Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

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**TERREBONNE PARISH
COUNCIL**

100 LEBRON ST. 2-13
Aurora, La. 70360

AT PRESENT TIME I HAVE BEEN DISKRUED SINCE
2015. I HAVE BEEN COACHING TPR. FOOTBALL FOR
20+ YRS, ALSO BASKETBALL AND BASEBALL FOR ABOUT
7-8 yrs.

MY WORK HISTORY IS AS A CEMENT, FLOORING, BUILDING, ETC.
OFFICER AT DAWOS 13083 Hwy 308 LAKEOGE, LA
70373 FOR 15-16 yrs. BEFORE DAWOS I
HELD THE SAME POSITIONS AT CREST MOBILE
CO. IN AURORA 9 DULACRES RD AURORA, LA.
70363 FOR APPROX. 10 yrs.

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TERREBONNE PARISH
COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 3/30/2022

I, David Mabile, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 120 Nottingham Trail,
(Address)
Houma, LA, 70360, Telephone number is (337) 230-9526,
(City, State, and Zip Code)
and E-mail is dmabile8@gmail.com, wish to qualify for appointment
as a member of the Rec District 2-3 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
120 Nottingham Trail, Houma, LA, 70360 for 5 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of 120 Nottingham Trail,
(Fire District)
and Council District No. 6.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the 2-3 Yes ☒ No ☐
(Recreation District)
and Council District No. 6.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☒ No ☐.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Rec District 2-3.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Rec District 2-3.
(Board/Committee/Commission)

F. Applicant is aware of the Rec District 2-3 board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No ☐.

G. Applicant affirms that his/her employment with Manson Construction Co.
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No. ☒

State job duties and responsibilities:

N/A

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No. ☒

If yes, explain:

N/A

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No. ☒

If yes, explain:

N/A

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No. ☒

State job duties and responsibilities:

N/A

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No. ☒

State job duties and responsibilities:

N/A

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No. ☒

If yes, explain:

N/A

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No. ☒

If yes, explain: N/A

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes _____ or No ✓

If yes, explain: N/A

Applicant must complete and return this application along with a copy of their resume to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

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2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: _____

DAVID P. MABILE, P.E.

Houma, LA 70360

337-230-9526
dmabile8@gmail.com
www.linkedin.com/in/davidmabile

SUMMARY

Mechanical Engineer. Dependable, hands-on, and proficient with nine years of multidisciplinary experience. Diversified experience includes project management; equipment design, equipment maintenance and troubleshooting; understanding of manufacturing processes such as machining, welding, non-destructive testing, etc. Strengths include:

- Project Management
- Equipment Maintenance
- Troubleshooting
- Equipment Design
- Inspection & Repair Methods
- Root Cause Analysis

PROFESSIONAL EXPERIENCE

Manson Construction Co., Houma, LA

2017 – Present

Equipment Engineer:

Responsible for the design, implementation and maintenance of equipment throughout our marine fleet: equipment uses include dredging, heavy lift, and other marine construction operations.

- Effectively managing \$3.9MM of dredge equipment; including specifications, fabrication, delivery and vessel installation during shipyard.
- Design a wide variety of equipment; ranging from steel frameworks, dredge gear, machinery foundations, lifting pad-eyes, crane cabs, catwalks, etc.
- Constantly communicate design/project status for all pertinent personnel guaranteeing satisfaction.
- Control design costs with pre-planning and efficient designing.
- Ensure designs comply with industry technical and safety requirements.
- Skilled with SolidWorks and AutoCAD for 3D modeling and 2D drawing.
- Organize and maintain equipment design packages in document database.
- Create procedures and specifications for engineering controlled operations/tasks.

Chet Morrison Contractors, Houma, LA

2016 – 2017

Project Engineer, Deepwater Riser Services:

Responsible for the execution of project's main contractual obligations: full compliance with contract scope of supply and agreed technical requirements, timely delivery and quality, and achievement of expected profitability.

- Successfully managed, executed and delivered the \$3.5MM repair and recertification project of the Diamond BlackHawk drillship's entire riser string.
- Served as main customer interface; strong ability to deal with complex customers and requirements.
- Implemented process improvements to reduce cycle time and maximize utilization.
- Proactively managed project risk and developed mitigation and contingency plans with project team.

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- Utilized MOC to ensure project quality and compliance were maintained.
- Executed multiple project phases from quoting, planning, technical and operations support.
- Organized vendors and logistics required for timely delivery and quality execution.
- Strengthened leadership and team building abilities through effective communication with cross-functional peers and executive management in order to produce regular project updates.

GE Oil and Gas, Broussard, LA**2012 – 2016****Mechanical Engineer, Subsea Systems and Drilling Services: 2013 – 2016**

Delivered technical support for design, analysis, evaluation, and repair of equipment using sound engineering principles. Collaborated and supported operational groups such as manufacturing, sourcing, field service, and planning to effectively deliver projects ensuring customer satisfaction.

- Realized \$1.35MM in total savings between 2013 and 2016 by aligning engineering projects with business cost-reduction methods as the Services Engineering's Product Cost-Out Lead.
- Awarded engineering design quarterly winner for project that generated \$198K in savings.
- Recognized for building confidence and credibility with our customers through analysis, planning, technical support and clear communication of solutions as a customer focal point.
- Eliminated hazards by establishing engineering controls as the Industrial Hygiene element owner.
- Developed equipment inspection, maintenance, and repair procedures to standardize global methods.
- Co-facilitated the establishment of equipment condition-based maintenance program.
- Implemented corrective and preventative actions resolving issues as a root cause analysis leader.
- Dispositioned over 1000 non-conforming assemblies/parts.
- Established leadership skills as interim team lead and via assigned mentoring of fellow engineers.

Mechanical Engineering Intern, Downhole Technology: 2012

- 3D modeling and 2D drawing of parts/assemblies using SolidWorks.
- Authored equipment spec sheets, assembly instructions, operation manuals, brochures, etc.

EDUCATION / CERTIFICATIONS / TRAINING**Bachelor of Science in Mechanical Engineering****2012**

University of Louisiana at Lafayette, Lafayette, LA

Professional Engineer #42884**2018 – Present**

Louisiana Professional Engineering & Land Surveying Board (LAPELS)

Lincoln Electric - Blodgett's Welding Design Seminar; Welded Connections, 2021

Manson – EM-385, Fall Protection Competent Person, 2020

GE - Root Cause Analysis (RCA) Certified, 2013

GE - Foundations of Leadership (FOL), 2014

GE - Technical Mentorship Program, 2016

***Nominated and selected by GE management for the GE trainings above

**TERREBONNE PARISH
COUNCIL**



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 4/6/2022

I, Jerome Boykin Sr., of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 405 Ardoyne Dr.,
(Address)

Houma, LA 70360, Telephone number is (985) 209-7576,
(City, State, and Zip Code)

and E-mail is Jeromebroadp@yahoo.com, wish to qualify for appointment

as a member of the Recreation District 2-3 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at

405 Ardoyne Dr. Houma, LA 70360 for 25 yrs. consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant

affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)

and Council District No. 6.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the 2-3 Yes ☒ No ☐
(Recreation District)

and Council District No. 6.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☐ No ☒.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Recreation District 2-3.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Recreation District 2-3.
(Board/Committee/Commission)

F. Applicant is aware of the Recreation District 2-3 board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☐ or No ☒.

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TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with Retired Terrebonne Parish Sheriff Office
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ____ or No. ☒
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ☒ or No. ____.

If yes, explain:

Appointed by Former President Barack Obama to Selective Service Committee Serving a 20yr. term

J. Are you elected to any Federal, State, or Local Office? Yes ____ or No. ☒
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ____ or No. ☒
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ____ or No ☒
State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes ☒ or No ____

If yes, explain:

Terrebonne Parish Sheriff Office Fully Commission

N. Have you served as an Elected Official or Parish Agency Head within the last two years?
Yes ____ or No ☒

If yes, explain: _____

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TERREBONNE PARISH
COUNCIL

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes ☒ or No ☐

If yes, explain:

Terrebonne Council On Aging

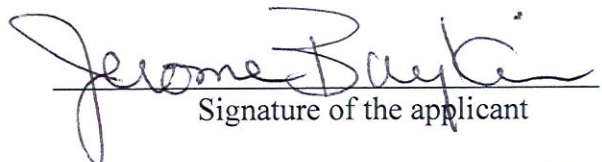
Applicant must complete and return this application **along with a copy of their resume** to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

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APR 11 2022

**TERREBONNE PARISH
COUNCIL**

Jerome Boykin Sr.

President of Terrebonne Parish Branch NAACP

Contact

405 Ardoyne Drive, Houma La,
70360
(985)209-7576
jeromeb@naacp@yahoo.com

Education

Graduated from Terrebonne High
School
(1978)

Key Skills

Communication skills, strategic
planning skills, strong leadership
skills, fundraising skills, financial
skills, strong public relations skills

Objective

Experienced Board member with more than 20 years' experience with strong ties in the community and have built positive and productive connections among diverse groups of people, also coming with visionary leadership.

Experience

Terrebonne Parish Sheriff's Office Deputy
(Retired)

Founder of JB Sweeping Services LLC
(present)

Founder of Boykin Enterprises
(present)

Past Boards

Appointed by former Governor Kathleen Blanco LPFA Board
Appointed by former Governor Bobby Jindal Louisiana Housing Board
TARC Board of Directors

Present Boards

Appointed By former President Barack Obama to Selective Service
Committee (serving 20year term)
Terrebonne Parish Council on Aging
Salvation Army
FBI Community Outreach
Terrebonne Parish School Board Advisory Board

Leadership

Member of New Rising Sun Baptist Church serving on the Trustee
and Usher Board

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TERREBONNE PARISH
COUNCIL



Wednesday, April 13, 2022

Item Title:

Recreation District No. 11 Board

Item Summary:

Recreation District No. 11 Board: One (1) vacancy due to a resignation. Ms. Diana Collins submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	3/28/2022	Cover Memo
Application - Diana Collins	3/28/2022	Cover Memo
Application Addendum - Diana Collins	4/13/2022	Cover Memo
Letter of Support - Diana Collins	3/28/2022	Cover Memo
Resume - Diane Collins	4/11/2022	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **MARCH 23, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) vacancy due to a resignation.

RECREATION DISTRICT NO. 2,3 BOARD: Three (3) expiring terms on 05-31-22.

RECREATION DISTRICT NO. 3A BOARD: One (1) expired term.

RECREATION DISTRICT NO. 6 BOARD: One (1) expired term.

RECREATION DISTRICT NO. 7 BOARD: One (1) expiring term on 03-25-22.

→ **RECREATION DISTRICT NO. 11 BOARD:** One (1) vacancy due to a resignation.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD-: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Two (2) vacancies (One representing Bayou Area Children Foundation and one representing the Terrebonne Parish Sheriff's Office) due to resignations and seven (7) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

VETERANS' MEMORIAL DISTRICT: One (1) unexpired term due to a resignation (Representing the Parish President South of the Intracoastal) and one (1) expired term (Representing the Vietnam Veterans of America).

TERREBONNE PARISH TREE BOARD: Two (2) expiring terms on 02-23-22 and one (1) vacancy due to a resignation.

TERREBONNE ARC: Three (3) expiring terms on 05-31-22 and one (1) unexpired term due to a resignation.

HOUMA HOUSING AUTHORITY: One (1) expired term.

HOUMA BOARD OF ZONING ADJUSTMENTS: One (1) vacancy due to a resignation. (The vacant position is for an Alternate Member)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) unexpired term due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, MARCH 21, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK

TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: March 22, 2022

I, Diana Collins, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 1123 Dewey Street,
(Address)
Houma La, 70360, Telephone number is (985) 3813379,
(City, State, and Zip Code)
and E-mail is dianam360@bellsouth.net, wish to qualify for appointment
as a member of the Dist. 11 in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
1123 Dewey Street Houma, La 70360 for 30 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 11.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of Terrebonne Parish
(Fire District)
and Council District No. 11.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the Terrebonne Parish Yes x No _____
(Recreation District)
and Council District No. 11.

D. Applicant affirms that he/she has not been convicted of a felony Yes _____ No x.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Dist. 11.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Dist. 11.
(Board/Committee/Commission)

F. Applicant is aware of the Dist. 11 board criteria and
attendance requirements. (Board/Committee/Commission)
Yes x or No _____.

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TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with Gulf Coast
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ____ or No. X
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ____ or No. X.
If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ____ or No. X
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ____ or No. ____
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ____ or No X
State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes ____ or No ____
If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?
Yes ____ or No X
If yes, explain: _____

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes X or No _____

If yes, explain: Dist 11

Applicant must complete and return this application **along with a copy of their resume** to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**

Diana Collins

Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020

G. Applicant affirms that his/her employment with Gulf Coast
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No. X
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ___ or No. X
If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No. X
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No. X
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No. X
State job duties and responsibilities:

Diana Collins
1123 Dewey Street
Houma, La 70360
Email: dianam360@bellsouth.net

February 13, 2022

Terrebonne Parish Consolidated Government
Parish President, Gordon Dove
Terrebonne Parish Council
District 11 Board

Dear Members:

I, Diana Collins, am writing this letter to request your consideration of appointing me to the Recreation District No. 11 Board when a vacancy occurs. I know that I can help strengthen the board, our community, and our district.

Please consider giving me another opportunity. It will be much appreciated.

Thanks,

Diana Collins

RECEIVED

MAR 22 2022

**TERREBONNE PARISH
COUNCIL**

DIANA COLLINS
1123 DEWEY STREET
HOUMA, LA 70360
9853813379
Email ·dianam360@bellsouth.net

EXPERIENCE

DATES FROM – 1998

JOB- TERREBONNE PARISH SCHOOL BOARD

TRANSPATION CERTIFIELD DRIVER

TRAINING DRIVER TO DRIVE A SCHOOL AND BECOME A PROFESSIONAL DRIVER

DATES TO 2016

EDUCATION

MAY 1973

GRADUTA FOR TERREBONNE HIGH SCHOOL

SKILLS

- Professional Driver
- Youth Director
- Training People
- Help Youth In the community
-

ACTIVITIES

Youth Director for 25 years

Plans and supervises and outreach program for the community
And many more.

Diana Collins
April 11, 2022

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APR 11 2022

**TERREBONNE PARISH
COUNCIL**



Wednesday, April 13, 2022

Item Title:

Notice to the Public

Item Summary:

Veteran's Memorial District: One (1) unexpired term due to a resignation (Representing the Parish President South of the Intracoastal) and one (1) expired term (Representing the Vietnam Veterans of America).

Recreation District No. 7 Board: One (1) expiring term on 03-25-22.

Terrebonne Parish Tree Board: One (1) expiring term on 02-23-22 and one (1) vacancy due to a resignation.

Terrebonne ARC: Three (3) expiring terms on 05-31-22.

Houma Board of Zoning Adjustments: One (1) vacancy due to a resignation. (The vacant position is for an Alternate Member)

ATTACHMENTS:

Description

Notice to the Public

Upload Date

3/28/2022

Type

Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **APRIL 13, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 2,3 BOARD: Three (3) expiring terms on 05-31-22.

RECREATION DISTRICT NO. 3A BOARD: One (1) expired term.

RECREATION DISTRICT NO. 6 BOARD: One (1) expired term.

RECREATION DISTRICT NO. 7 BOARD: One (1) expiring term on 03-25-22.

RECREATION DISTRICT NO. 11 BOARD: One (1) vacancy due to a resignation.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One (1) expired term.

FIRE PROTECTION DISTRICT NO. 8 BOARD-: One (1) expired term.

CHILDREN AND YOUTH SERVICES BOARD: Two (2) vacancies (One representing Bayou Area Children Foundation and one representing the Terrebonne Parish Sheriff’s Office) due to resignations and seven (7) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

VETERANS’ MEMORIAL DISTRICT: One (1) unexpired term due to a resignation (Representing the Parish President South of the Intracoastal) and one (1) expired term (Representing the Vietnam Veterans of America).

TERREBONNE PARISH TREE BOARD: Two (2) expiring terms on 02-23-22 and one (1) vacancy due to a resignation.

TERREBONNE ARC: Three (3) expiring terms on 05-31-22.

HOUMA HOUSING AUTHORITY: One (1) expired term.

HOUMA BOARD OF ZONING ADJUSTMENTS: One (1) vacancy due to a resignation. (The vacant position is for an Alternate Member)

SOUTH CENTRAL HUMAN SERVICES AUTHORITY: One (1) unexpired term due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk’s Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish’s webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk’s Office no later than 4:00 p.m. on the **MONDAY, APRIL 11, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Category Number: 7.
Item Number: A.



Wednesday, April 13, 2022

Item Title:

Parish President

Item Summary:

Parish President

Category Number: 7.
Item Number: B.



Wednesday, April 13, 2022

Item Title:

Council Members

Item Summary:

Council Members

Category Number: 8.
Item Number: A.



Wednesday, April 13, 2022

Item Title:

Milford and Associates, Inc.

Item Summary:

Milford and Associates, Inc.

ATTACHMENTS:

Description

Milford and Associates, Inc.

Upload Date

4/5/2022

Type

Report

PROJECT STATUS REPORT (VIA EMAIL khampton@tpcg.org)

April 13, 2022

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.: 20-ROAD-54

b. Title: PAVEMENT MARKINGS

PROJECT "PHASE 1A"

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement 5-OCT-20

b. Type (Hourly, Lump Sum, %) "LUMP SUM" & %

c. Total Fees (Basic Services) \$58,800.00

3. PLAN AND PREPARATION STATUS:

a. Study and Reports (%) 100%

b. Preliminary Design (%) 100%

c. Final Design (%) 100%

d. Bidding and Negotiating (%) 50%

e. Construction Admin (%) 2.5%

f. Estimated Bid Date 29JUNE21

g. Estimated Cost of Construction \$192,000

4. CONSTRUCTION STATUS:

a. Actual Bid Date 29JUNE21

b. Contractor SOUTHERN SYNERGY, LLC

c. Contract Amount \$152,239.00

d. Work Order Issued 6DEC21

e. Total Contract Time (Calendar Days) 56

f. Scheduled Completion Date 31JAN22

g. Time Elapse Days (%) 100%

h. Project Complete (%) 100%

i. Estimates Paid to Date (\$) \$126,167.85

j. Date of Substantial Completion 18MAR22

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: PHASE 1A IS COMPLETE.

F.E. Milford III, P.E.

PROJECT STATUS REPORT (VIA EMAIL khampton@tpcg.org)

April 13, 2022

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.: 20-ROAD-54

b. Title: PAVEMENT MARKINGS

PROJECT “PHASE 1B”

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement 5-OCT-20

b. Type (Hourly, Lump Sum, %) “LUMP SUM” & %

c. Total Fees (Basic Services) \$58,800.00

3. PLAN AND PREPARATION STATUS:

a. Study and Reports (%) 100%

b. Preliminary Design (%) 100%

c. Final Design (%) 100%

d. Bidding and Negotiating (%) 40%

e. Construction Admin (%) 0%

f. Estimated Bid Date 14JUN22

g. Estimated Cost of Construction \$217,000.00

4. CONSTRUCTION STATUS:

a. Actual Bid Date TBD

b. Contractor

c. Contract Amount

d. Work Order Issued

e. Total Contract Time (Calendar Days)

f. Scheduled Completion Date

g. Time Elapse Days (%)

h. Project Complete (%)

i. Estimates Paid to Date (\$)

j. Date of Substantial Completion

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: PHASE 1B FINAL PLANS HAVE BEEN SUBMITTED TO THE PARISH FOR REVIEW.

F.E. Milford III, P.E.

Category Number: 8.
Item Number: B.



Wednesday, April 13, 2022

Item Title:

T. Baker Smith

Item Summary:

T. Baker Smith

ATTACHMENTS:

Description

T. Baker Smith

Upload Date

4/7/2022

Type

Report

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MONTHLY STATUS REPORT FOR THE
PARISH COUNCIL MEETING, APRIL 13, 2022

PREPARED BY:



AMBER L. PLESSALA, P.E.
LEAD PROFESSIONAL – TERREBONNE PARISH

APRIL 2022

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-44
- b. TBS Project No 2001.0086
- c. Title Mount Pilgrim Forced Drainage Area 6-3-Humphries (District 2)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 26,2001
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$856,136.02
2. Current Budgeted Level	\$402,166.00
3. Remaining to be earned at current budgeted level	\$130,030.92
4. Earned to date	\$272,135.08

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	50%
c. Soil Survey	0%
d. Field Survey	40%
e. Preliminary Plans	50%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$3,715,550.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting TPCG Staff direction for when ready to proceed with this project. The permit was withdrawn in July 2019.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 02-DRA-28
- b. TBS Project No 2016.0217
- c. Title Phase 4, 1-1A FD Improvements-Pump Station

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	July 19, 2002
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$844,960.22
2. Current Budgeted Level	\$848,370.52
3. Remaining to be earned at current budgeted level	\$14,327.60
4. Earned to date	\$834,042.92

4. PLAN PREPARATION STATUS:

a. Right-of-way	100%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	100%
g. Estimated Bid Date	November 2018
h. Estimated Cost of Construction	\$3,325,675.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	December 18, 2018
b. Contractor	River Road Construction, Inc.
c. Contract Amount	\$3,381,328.19 (CO #3)
d. Date Work Order Issued	March 11, 2019
e. Total Contract Time (Days)	295 Calendar Days (CO #3)
f. Scheduled Completion Date	December 3, 2019
g. Time Elapsed Days (%)	249%
h. Project Complete (%)	100%
i. Estimates Paid to Date (\$)	\$3,181,348.40
j. Date of Substantial Completion	February 18, 2021

6. REMARKS:

A substantial completion inspection was held on February 18, 2021. Soft starter corrections have been made and gate controls are working on both commercial and generator power. TPCG coordinating lightning strike repair to load bank. Once repairs are made, load bank will be load tested and programmed. Last remaining item of work.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 09-DRA-06
- b. TBS Project No 2009.0656
- c. Title Drainage Areas near Lake Boudreaux Freshwater Introduction (District 7)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	October 6, 2009
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$1,032,208.00
2. Current Budgeted Level	\$642,633.00
3. Remaining to be earned at current budgeted level	\$131,230.56
4. Earned to date	\$511,402.44

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	50%
c. Soil Survey	100%
d. Field Survey	90%
e. Preliminary Plans	100%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$6,178,733.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Additional field surveys were completed in May 2017. TBS submitted revised 30% Design in July 2017 for the North System. TBS is awaiting TPCG Staff direction to proceed with final design of North System and permit acquisition. TBS shall revise Amendment No. 3 upon Notice to Proceed.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0107
- Modeling & Improvements of 1-1B Drainage System Channels (Phase 1C,
- c. Title St. Louis Bayou, Country Estates to US 90)-District 5

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$334,580.00
2. Current Budgeted Level	\$111,147.00
3. Remaining to be earned at current budgeted level	\$14,607.53
4. Earned to date	\$96,539.47

4. PLAN PREPARATION STATUS:

a. Right-of-way	8% (3 of 24)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,283,500.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.
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TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0100
- 1-1B F.D. System Channel Improvements (Phase 1D) St. Louis Bayou,
- c. Title US 90 to LA 316 (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$342,440.00
2. Current Budgeted Level	\$126,664.00
3. Remaining to be earned at current budgeted level	\$17,088.28
4. Earned to date	\$109,575.72

4. PLAN PREPARATION STATUS:

a. Right-of-way	35% (9 of 26)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,249,000.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0115
 Modeling Improvements of 1-1B F.D. System Channels (Phase 3A, Reach 3)
- c. Title C.C.C. Ditch Widening (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$319,550.00
2. Current Budgeted Level	\$648,087.13
3. Remaining to be earned at current budgeted level	\$146,245.15
4. Earned to date	\$501,841.98

4. PLAN PREPERATION STATUS:

a. Right-of-way	95%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	95%
e. Preliminary Plans	100%
f. Final Plans	98%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,421,500.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.
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TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 10-CDBG-WTR-70
- b. TBS Project No 2011.0086
Cedar Grove to Ashland Landfill Levee and Water Control Structure (CDBG)
- c. Title Project

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 26, 2011
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
5. Total Estimated (Basic & Additional)	\$706,499.30
6. Current Budgeted Level	\$706,499.30
7. Remaining to be earned at current budgeted level	\$281,279.74
8. Earned to date	\$425,219.56

4. PLAN PREPARATION STATUS:

a. Right-of-way	80% (Phase I)
b. Permits	95% (Overall)
c. Soil Survey	50% (Overall)
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95% (Overall)
g. Estimated Bid Date	November 2021 (Phase 1)
h. Estimated Cost of Construction	\$2,566,655.00 (Phases I thru III)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

USACE and LDNR have issued mitigation determination letters and TBS met with staff to discuss funding and payment of mitigation. TBS submitted final design plans for Phase I water control structure on August 10, 2021 and is awaiting comments. Landowner comments on necessary servitudes are being reviewed by engineer and staff.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 17-OYS-37
- b. TBS Project No 2017.0907
- c. Title Oyster Bed Surge Protection in Lake Chien and Tambour

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	May 2, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum/T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$745,272.00 (Phase I)
2. Current Budgeted Level	\$665,272.00
3. Remaining to be earned at current budgeted level	\$151,214.57
4. Earned to date	\$514,057.43

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	80%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	TBD
h. Estimated Cost of Construction	\$896,600.00 (PHASE I)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARK

TBS has submitted final design plans for the overall project on August 19, 2021. CPRA has terminated the grant agreement. It is anticipated that a grant application for a larger project may be submitted. TBS has placed professional services on hold as directed by staff.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

April 13, 2022

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No. 21-DRA-65
- b. TBS Project No 2021.1154
- c. Title SWFC Application for Barrow Street Pump Station at Little Bayou Black

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 2021
b. Type (Hourly, Lump Sum, %)	Lump Sum
c. Fees	
5. Total Estimated (Basic & Additional)	\$65,000.00
6. Current Budgeted Level	\$65,000.00
7. Remaining to be earned at current budgeted level	\$48,132.80
8. Earned to date	\$16,867.20

4. PLAN PREPARATION STATUS:

a. Right-of-way	N/A
b. Permits	N/A
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	10%
f. Final Plans	0%
g. Estimated Bid Date	N/A
h. Estimated Cost of Construction	\$7,000,000

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Engineering Agreement was recorded on December 3, 2021. TBS has completed field surveys and establishing design criteria for modeling study's.

Category Number: 8.
Item Number: C.



Wednesday, April 13, 2022

Item Title:

GIS Engineering, LLC

Item Summary:

GIS Engineering, LLC

ATTACHMENTS:

Description

GIS Engineering, LLC

Upload Date

4/11/2022

Type

Report

TERREBONNE PARISH CONSOLIDATED GOVERNMENT



ENGINEERING REPORTS

MARCH 2022

Prepared By:



ENGINEERING LLC



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



March 31, 2022

1. PROJECT COORDINATOR:	Kevan Keiser, P.E.
2. CONSTRUCTION MANAGER:	Joseph Chauvin
3. PROJECT:	
a. Parish Project No.	16-SEW-13
b. GIS Project No.	39130-1012/1013
c. Title	Renovations of Afton, Ardoyne, and Naquin Sewer Lift Stations - Naquin
4. PROFESSIONAL AGREEMENT	
a. Date of Original Agreement	May 23, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$156,691.00
ii. Current Budgeted Level	\$156,691.00
iii. Remaining to be Earned at Current Budgeted Level	\$21,872.14
iv. Earned to Date	\$134,818.86
5. PLAN PREPARATION STATUS	
a. Right-of-Way	Completed
b. Soil Survey	N/A
c. Field Survey	Completed
d. Preliminary Plans	Completed
e. Final Plans	Completed
f. Estimated Bid Date	Completed
g. Estimated Cost of Construction	
Afton & Ardoyne	\$264,000.00
Naquin	\$460,000.00
6. CONSTRUCTION STATUS	
a. Actual Bid Date	June 29, 2021
b. Contractor	LA Contracting Enterprise, LLC
c. Contract Amount	\$614,932.00
d. Date Work Order Issued	November 1, 2021
e. Total Contract Time	120 Days
f. Scheduled Completion Date	February 28, 2022
g. Time Elapsed	151 Days
h. Project Complete	28%
i. Estimates Paid to Date	\$170,245.27
7. REMARKS	
Naquin Station	
- Prepared base and installed gate valve in lift station.	
- Broke concrete and excavated earth material from manhole A2 to the lift station.	
- Identified gas, drainage, and water line for gravity sewer run from manhole A2 to the lift station.	
- Installed 20' of 12" PVD pipe for sanitary sewer line from curbside to manhole A2.	
- Installed sanitary sewer line, drop connection, and a new service connection to manhole A2.	
- Installed 10" PVC Pipe for sanitary sewer line from manhole A1 to manhole A2.	
- Installed temporary drainage line at manhole A1.	
- Installed manhole A1 and backfilled earthen material in the area.	
- Installed hydraulic cement to leakage area in lift station.	
- Contractor mobilized crew and equipment on Monday February 14, 2022.	
- Contractor installed Traffic Control signage along the construction route.	
- Contractor excavated wet well location and installed lift station.	
- Contractor saw cut Hobson and Naquin Street for pavement removal.	
- Contractor installed 12" PVC pipe from life station to Hobson Street.	
- Contractor installed coating on lift station.	
- Contractor installed 54' of PE pipe for sewer force main from Station 2+00 to Station 3+00.	
- Contractor installed temporary sewer force main from Station 1+00 to Station 2+00.	

- The first monthly progress meeting was held with the client and contractor on December 7, 2021. From this meeting, the pumps are the critical item to get in. They are expected to be in toward the end of February. Because of this lead-time, the contractor will not start on the project until the end of January to minimize the bypass pumping. GIS is in close coordination with LA Contracting.
- Contractor has begun to submit RFI's and Submittals for review and approval.
- Notice to Proceed was issued on November 1, 2021.
- A Pre-Construction Meeting was held on August 19, 2021.



ENGINEERING LLC

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



March 31, 2022

1. PROJECT COORDINATOR:	Laura Barnes, P.E.
2. CONSTRUCTION MANAGER:	Laura Barnes, P.E.
3. PROJECT:	
a. Parish Project No.	16-DRA-25
b. GIS Project No.	39130-1022/1023
c. Title	Petit Caillou Drainage Project
	Construction Phase

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	May 31, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$1,487,772.03
ii. Current Budgeted Level	\$1,487,772.03
iii. Remaining to be Earned at Current Budgeted Level	\$(8,487.53)
iv. Earned to Date	\$1,494,259.56

5. PLAN PREPARATION STATUS

a. Right-of-Way	Completed
b. Permits	Completed
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Plans	Completed
f. Preliminary Design Plans	Completed
g. Final Plans	Completed
h. Estimated Bid Date	August 6, 2019
i. Estimated Cost of Construction for Base Bid	\$7,420,261.00
Estimated Cost of Construction for Bid Add 1 – Automatic Trash Rakes	\$650,000.00
Estimated Cost of Construction for Bid Add 2 – Generator System Diesel	\$50,000.00

6. CONSTRUCTION STATUS

a. Actual Bid Date	August 13, 2019
b. Contractor	Sealevel Construction
c. Contract Amount	\$8,027,151.35
d. Date Work Order Issued	February 10, 2020
e. Total Contract Time	514 Days
f. Scheduled Completion Date	July 7, 2021
g. Time Elapsed Days	514 Days
h. Project Complete	100%
i. Estimates Paid to Date	\$ 8,027,151.35

7. REMARKS

- a. With the exception of one-year warranty and Ida related repairs, the project is closed-out. Invoice #1 was reviewed and approved by GIS, submitted to TPCG for approval. GIS has coordinated with TPCG Legal and TPCG to provide requested back-up documentation for the invoice.
- b. GIS continues to coordinate with Sealevel on delivery of long lead time replacement electrical components, Pump #3 repairs, Motor #1 repairs, and Motor #4 repairs.
 - o One motor is repaired, which was damaged by Hurricane Ida. Delivery to TPCG is being coordinated, as this will become a spare.
 - o The second motor is repaired, which is a warranty item. This motor will be reinstalled when the damaged pump is repaired and delivered.
 - o The new transfer switch/switch gear, and other required electrical components that were damaged during Hurricane Ida are pending delivery. The longest lead time items are anticipated to be delivered in June 2022.
 - o The pump that was damaged during Hurricane Ida has arrived at Cascade in California for inspection and repairs. A report has been provided and is currently under review by TPCG. Cascade is claiming that debris caused the damages to the pump and TPCG/GIS claim that the damage was caused by manufacturer workmanship. A meeting to further discuss the report was held and a follow-up report was provided by Cascade which is currently under review by TPCG. A meeting with TPCG to discuss the path forward is pending, but the Contractor already has pump repairs underway.

- c. Joey Cehan reported that (2) of the pumps had water leaking through the shaft bearing seal. GIS has coordinated with Sealevel on this warranty item, with Cascade stating that it was a workmanship issue and all (4) pump lip seals will be changed-out under warranty. Completion of work pending, as it will require a crane to be mobilized to the site and unless needed sooner, will be scheduled at the time of the Pump #3 reinstallation.
- d. The back-up generator, three of the four pumps, and all trash rakes remain operational.
- e. TPCG has notified GIS that they wish to proceed with the Generac generator swap from the Houma Power Plant, which will require fuel tank relocation and elevated platform modifications at the site, as well as associated electrical work at both the site and the power plant. Joey Cehan is meeting with E3 and will then potentially coordinate with GIS for the project work.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

- 1. PROJECT COORDINATOR:** Kevan Keiser, P.E.
- 2. CONSTRUCTION MANAGER:** _____
- 3. PROJECT:**
- a. Parish Project No. 17-DRA-42
- b. GIS Project No. 39130-1071/1072
- c. Title Bayou Terrebonne Drainage Project
- Phase I: Bayou Cane Pump Station
 - Phase II: Ouiski Bayou Levee
 - Phase III: Ellendale Levee
- Final Design Phase

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	November 1, 2017
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$1,972,393.00
ii. Current Budgeted Level	\$1,972,393.00
iii. Remaining to be Earned at Current Budgeted Level	\$254,755.54
iv. Earned to Date	\$1,717,637.46

5. PLAN PREPARATION STATUS

a. Right-of-Way	In-Progress
b. Soil Survey	Completed
c. Field Survey	Completed
d. Preliminary Plans	Completed
e. Final Plans	Completed
f. Estimated Bid Date	TBD
g. Estimated Cost of Construction	\$9,500,000.00

6. CONSTRUCTION STATUS

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days	TBD
h. Project Complete	TBD
i. Estimates Paid to Date	TBD

7. REMARKS

- Final Design Phase Bayou Cane Pump Station:
 - Final plans and specifications (with electrical drawings and specs) were delivered to TPCG on December 23, 2020.
- Final Design Phase Ouiski Bayou Levee:
 - GIS delivered the 95% Design Drawings and Specifications to TPCG on Tuesday, May 4, 2021.
 - GIS completed drawing the detail drawings of the steel sump box for the submersible pumps and the aluminum headwall for the water control structures.
 - GIS completed the electrical drawings for the Savanne Road Lift Stations. GIS and Entergy will revisit the electrical plans once construction begins.
 - GIS is working on a Final Design deliverable that does not include dredging of Ouiski Bayou and that includes the TPCG borrow pit.
 - GIS received a document of the layout of the TPCG provided pump control panel. GIS will incorporate this into the Final Design Plans and Specs. Upon completion, GIS will resubmit the plans and specs to TPCG.
 - GIS held a meeting with TPCG to go over the project, and TPCG requested a few changes and additions to be made to the current plans. GIS is currently working on these requested changes.
- Final Design Phase Ellendale Levee:
 - GIS began work on the Preliminary Drawings, Report, and Cost Estimate.
 - The survey that was performed by MPH has been completed. GIS is currently waiting on the survey data.
 - All landowners that will be affected by the levee construction have been gathered for permitting purposes.
 - GIS contracted Eustis Engineering to collect Geotechnical Data in the project area. Eustis has begun to gather the data needed, but most of the existing levee needs to be cleared for access. GIS is in coordination with TPCG on clearing the levee.

- Hydraulic Modeling – 1-1B:

- GIS submitted FTN's modeling results along with a technical memo with analysis and recommendations on April 2, 2020.

- Permitting:

- GIS submitted the Coastal Use Permit Application to LDNR on October 1, 2020.
- GIS has revised plats and responded to comments that were received from LDNR on March 31, 2021. GIS submitted the revisions and comments on April 14, 2021.
- The Water Quality Certification application has been approved as of September 21, 2021.
- GIS completed a wetland assessment and a report is currently being prepared.
- LDNR requested a contingency plan, a habitat map, and a pre and post construction monitoring plan. These documents have been submitted to LDNR.
- GIS submitted revised permit drawings to LDNR. These permit drawings do not include dredging of Ouiski Bayou. Since sending the revised drawings to LDNR, GIS has received and responded to comments from LDNR.
- The HMIA has been approved by LDNR.
- GIS has received a mitigation letter.

- Gauge Installation and Monitoring:

- GIS continues to monitor the (5) five monitoring stations along Bayou Terrebonne.
 - The monitoring station at the Highland Bridge is currently out. GIS replaced the battery and fuses, but the station is still down. GIS contacted Xylem about this problem. The data transmitter needs to be repaired. Xylem is working to get a quote on the repair cost.
-



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



March 31, 2022

1. PROJECT COORDINATOR:	Kevan Keiser, P.E.
2. CONSTRUCTION MANAGER:	Joseph Chauvin
3. PROJECT:	
a. Parish Project No.	18-SEW-02
b. GIS Project No.	39145-1092/1093
c. Title	Martin Luther King Boulevard Sanitary Sewer Project

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	March 19, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$264,417.49
ii. Current Budgeted Level	\$264,417.49
iii. Remaining to be Earned at Current Budgeted Level	\$18,600.06
iv. Earned to Date	\$245,817.43

5. PLAN PREPARATION STATUS

a. Right-of-Way	Completed
b. Permits	Completed
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Plans	Completed
f. Final Plans	Completed
g. Estimated Bid Date	June 2021
h. Estimated Cost of Construction	\$850,000

6. CONSTRUCTION STATUS

a. Actual Bid Date	June 8, 2021
b. Contractor	LA Contracting Enterprise, LLC
c. Contract Amount	\$1,059,570.00
d. Date Work Order Issued	October 12, 2021
e. Total Contract Time (Days)	180 Days
f. Scheduled Completion Date	April 9, 2022
g. Time Elapsed (Days)	171 Days
h. Project Complete (%)	54%
i. Estimates Paid to Date (\$)	\$568,294.48

7. REMARKS

- Installed 42' of 12" PVC pipe for sanitary sewer line from existing driveway to manhole D2.
- Installed 108' of 12" PVC pipe for sanitary sewer line from manhole C1 to manhole C2.
- Installed 129' of sanitary sewer piping from lift station to manhole B1.
- Installed 42' of sanitary sewer piping from manhole B1 to existing driveway.
- Installed 130' of 6" PVC for sewer force main from Station 20+00 to the lift station location.
- Installed sanitary sewer pipe from temporary driveway to manhole C3.
- Installed sewer service connection at the temporary driveway.
- Installed sewer service connection near manhole D2.
- Installed sewer service between manhole C1 and manhole C2.
- Installed sewer service between manhole C3 and manhole C1.
- Received dirt material at MHD2 and MHD2 area.
- Installed 182' of 12" PVC pipe for the sanitary sewer line from MHD1 to MHD2.
- Installed sewer force main from Station 19+00 to Station 20+00.
- Installed sewer force main line from Station 17+00 to release valve at Station 19+00.
- Installed air release valve at Station 19+00.
- Installed drop connections for sanitary sewer line and MHC1.
- Installed 24' of 12" SDR35 PVC from MHC1 to Station 28+00.
- Installed sanitary sewer line to MHC1 and to Station 28+00.
- Installed 140' of 6" PVC sewer force main line from Station 14+43 to Station 17+43.
- Contractor ran sewer force main line from release valve from Station 14+43 to Station 15+43.
- Installed sewer force main line pipe from Station 12+43 to Station 13+34.

- Completed the jack and bore of the 24" steel casing beneath MLK.
- Manhole B-1 has been installed next to the proposed lift station driveway.
- Manhole B-2 has been installed approximately at Station 19+15.
- Manhole B-3 has been installed approximately at Station 16+14.
- Set approximately 446 of the 6" B sewer line (heading toward the Murphy Express Gas Station).
- Completed the jack and bore of the 24" steel casing beneath running parallel to Osaka.
- Installed the sewer line from Manhole A-3 to Manhole A-4.
- Manhole A-3 has been installed.
- The gravity sewer pipe was extended to manhole A-3.
- The service stub-outs have been installed at Station 7+00 and Station 10+10.
- The gravity sewer line was installed over the existing drainage pipes the cross MLK.
- A 24"x34' steel casing was jack and bored under the Microtel driveway.
- A 24"x82' steel casing was jack and bored under THE LANDING driveway.
- A 12"x35' steel casing was installed for the 6" force main passage under the driveway to the Wingate.
- Two (2) 12"x45' steel casings were installed for the 6" force main passage under the driveway to the Murphy Express.
- Contractor began construction layout on the project site.
- Contractor laid out traffic signage and traffic cones at the project site.
- Contractor mobilized equipment to the project site on Monday, November 22, 2021.
- Notice to Proceed was issued to LA Contracting Enterprise, LLC on October 12, 2021.
- A Pre-Construction Meeting was held on August 19, 2021.



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



March 31, 2022

1. PROJECT COORDINATOR:	Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:	
3. PROJECT:	
a. Parish Project No.	18-LOCK-46
b. GIS Project No.	39130-1098/1099
c. Title	Bayou Terrebonne Lock Structure Project Construction Phase

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	August 6, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$1,741,735.00
ii. Current Budgeted Level	\$1,741,735.00
iii. Remaining to be Earned at Current Budgeted Level	\$(53,139.35)
iv. Earned to Date	\$1,794,874.35

5. PLAN PREPARATION STATUS

a. Right-of-Way	Completed
b. Permits	Completed
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Report	Completed
f. Preliminary Design Report	Completed
g. Final Design Report	Completed
h. Estimated Bid Date	May 7, 2019
i. Estimated Cost of Construction (w/ 10% Contingency) – Base Bid	\$10,810,000.00
Estimated Cost of Construction for Bid Add 1 (Walkway between 2 gates)	\$ 105,000.00
Estimated Cost of Construction for Bid Add 2 (Additional Control Location)	\$ 170,000.00
Estimated Cost of Construction for Bid Add 3 (Spare Parts)	\$ 200,000.00

6. CONSTRUCTION STATUS

a. Actual Bid Date	May 7, 2019
b. Contractor	Sealevel Construction, Inc.
c. Contract Amount	\$8,272,411.25 (As Per Change Order No .5)
d. Date Work Order Issued	August 1, 2019
e. Total Contract Time	685 Days (As Per Change Order No. 5)
f. Scheduled Completion Date	June 15, 2021
g. Time Elapsed	786 Days
h. Project Complete	100%
i. Estimates Paid to Date	\$7,788,371.94

7. REMARKS

-- The executed Substantial Completion was recorded with the Terrebonne Parish Clerk of court on February 16, 2022 once the settlement agreement for Hurricane Ida repairs between TPCG and Sealevel was executed. The project is currently within the 45 Day Clear Lien period.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No. 18-DRA-44
b. GIS Project No. 39130-1112/1113
c. Title Elliot Jones Pump Station
Final Design Phase

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement August 6, 2018
b. Type (Hourly, Lump Sum, %) Lump Sum and T&M
c. Fees
i. Total Estimated (Basic & Additional) \$1,593,450.11
ii. Current Budgeted Level \$1,593,450.11
iii. Remaining to be Earned at Current Budgeted Level \$376,911.00
iv. Earned to Date \$1,216,539.11

5. **PLAN PREPARATION STATUS**

a. Right-of-Way Completed
b. Permits Completed
c. Soil Survey Completed
d. Field Survey Completed
e. Preliminary Report Completed
f. Preliminary Design Report Completed
g. Final Design Report Completed
h. Estimated Bid Date May 2021
i. Estimated Cost of Construction – Base Bid \$9,400,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date May 27, 2021
b. Contractor Sealevel Construction, Inc.
c. Contract Amount \$11,005,997.00
d. Date Work Order Issued August 5, 2021
e. Total Contract Time 450 Days
f. Scheduled Completion Date October 28, 2022
g. Time Elapsed Days 238 Days
h. Project Complete 11%
i. Estimates Paid to Date \$1,176,321.96

7. **REMARKS**

- Contractor has begun installing the H-Piles.
- Contractor removed their pipe pile template and fabricated a new template to drive H-piles.
- Contractor drove all 24" (batter) and 30" (plumb) piles.
- Contractor took delivery of the whalers, 30" x 24" pipe piles, pipe pile template, and the #10 hamer, which will be utilized to drive the plumb and batter piles within the pump station.
- A preparatory meeting for pile driving activities was held with Sealevel and GIS on February 10, 2022.
- Contractor has completed the installation of the crane trestle and has mobilized the crane into place.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.
2. **CONSTRUCTION MANAGER:**
3. **PROJECT:**
- a. Parish Project No. 18-DRA-55
- b. GIS Project No. 39130-1127/1128
- c. Title Bayou Black Pump Station – Geraldine
S&R Phase

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	January 15, 2019
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$297,050.00
ii. Current Budgeted Level	\$297,050.00
iii. Remaining to be Earned at Current Budgeted Level	\$17,107.24
iv. Earned to Date	\$279,942.76

5. **PLAN PREPARATION STATUS**

a. Right-of-Way	TBD
b. Permits	In Progress
c. Soil Survey	In Progress
d. Field Survey	In Progress
e. Preliminary Report	Completed
f. Preliminary Design Report	TBD
g. Final Design Report	TBD
h. Estimated Bid Date	TBD
i. Estimated Cost of Construction – Base Bid (w/o Contingency)	\$9,700,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days	TBD
h. Project Complete	TBD
i. Estimates Paid to Date	TBD

7. **REMARKS**

- GIS is currently awaiting direction from TPCG (budget and desired design option) to move forward to the Preliminary Design Phase.
- GIS has completed the Study and Report Phase Deliverable and was submitted to TPCG on May 17, 2019.
- Permitting Status:
 - Coordination is ongoing with LDNR.
 - OCM Manager has reviewed the response submitted and provided additional comments, included the references mentioned in the responses.
 - Response to the LDNR Permit Analyst comments from along the revisions plats has been sent. The permit analyst has reviewed the comments and has sent them to the OCM Manager for further review.
 - LDNR Permit analyst has requested additional clarification and information on plats.
 - HMIA along with the HydroCAD report was sent to USACE Permit analyst.
 - 408 review completed by USACE Operations section and HMIA was requested by permit analyst.
 - Needs, Justification and Analysis document submitted is being reviewed by the permit analyst.
 - Pump Station Operation Plan was submitted to USACE as requested.
 - Additional changes to the permit plats were made and submitted to the permit analyst as requested.
 - Alternative analysis was prepared and submitted to LDNR along with the revised permit plats.
 - Environmental review is being conducted by USACE.
 - HMIA has been approved by LDNR Hydrologist.
 - Responses to hydrologist's comments has been submitted to the permit analyst.
 - Dredging license was received from LDWF on December 16, 2019 and a copy was forwarded to TPCG, LDNR, and USACE.

- HMIA has been submitted to the USACE for review and approval.
- LDNR Hydrologist has reviewed the HMIA analysis and has requested additional information and analysis results.
- LDNR Field Biologist visited the project site in order to evaluate the wetland areas anticipated to be impacted by the proposed construction activities; his findings will be submitted to the permit analyst accordingly.
- GIS submitted the permit application to the USACE on August 5, 2019.
- GIS submitted the permit application to LDNR on July 22, 2019.

- S&R Deliverable included preliminary report with 5 design alternatives based on different locations/layout for the proposed pump station. Preliminary report also included background and existing conditions, design considerations, and estimated construction cost and conceptual drawings for each design alternative.

- GIS has completed preliminary design calculations on sump and discharge for each design option.

- GIS has identified the electrical supplier in the project area and coordinating with getting a cost estimate of efforts required to provide the required power to the proposed pump station.

- GIS has reached out to utility companies as there are underground utilities that have been identified in the project area.

- GIS has compiled existing information in regards to the existing floodwall and barge gate located at the bayou. The Parish has provided information, including As-Builts and previous geotechnical data, which was evaluated accordingly as the proposed pump station will be designed to discharge over the existing flood protection structure.

- GIS has subcontracted Eustis Engineering for the geotechnical scope of this project. Proposal and scope have been completed and approved. Eustis has completed all borings and laboratory testing.

- GIS has subcontracted Morris P. Hebert, Inc. for the surveying scope. Survey has been completed and data was used to develop cross-sections and estimated channel dredging and bank line excavation volumes.

- GIS design team held an internal project kick-off meeting on January 10, 2019.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.
2. **CONSTRUCTION MANAGER:**
3. **PROJECT:**
 - a. Parish Project No. 19-BRG-25
 - b. GIS Project No. 39130-1183/1184
 - c. Title Hollywood Road Extension Bridge Project
Final Design Phase

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	July 8, 2019
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$352,830.00
ii. Current Budgeted Level	\$352,830.00
iii. Remaining to be Earned at Current Budgeted Level	\$73,249.47
iv. Earned to Date	\$170,580.53

5. **PLAN PREPARATION STATUS**

a. Right-of-Way	In Progress
b. Permits	In Progress
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Report	Completed
f. Preliminary Design Report	Completed
g. Final Design Report	Completed
h. Estimated Bid Date	TBD
i. Estimated Cost of Construction	\$2,200,000

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days	TBD
h. Project Complete	TBD
i. Estimates Paid to Date	TBD

7. **REMARKS**

- GIS is currently addressing comments received from DOTD on final set of drawings.
- GIS is currently coordinating with TPCG on agreement required by DOTD for final project permit.
- GIS submitted final stamped set of drawings and specifications, addressing all DOTD and TPCG comments received to date, on November 5.
- GIS held meeting with DOTD on November 22 to discuss current project and permit status.
- GIS is coordinating with Mart Black on grant information.
- GIS is currently coordinating with Mr. Vincent Dagate on ROW.
- ROW Mapping has been completed and sealed by GIS. Furnished to appraisers for ROW Acquisition and Negotiations

Permitting:

- USACE Permit is pending approval from USCG. USCG waiting final approval of DOTD Project Permit.
- LDNR Permit was issued on September 9.
- Water Quality Certification was issued on September 14.
- Coordination is ongoing with all permitting agencies and analysis as needed.
- GIS coordinated a cultural resource and archeological survey as required by SHPO in their permit comments. The survey and report has been completed and submitted to SHPO for their review and acceptance. No archeological findings were present in the project site.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.
2. **CONSTRUCTION MANAGER:**
3. **PROJECT:**
- a. Parish Project No.
- b. GIS Project No. 39130-1209
- c. Title American Legion Building

4. **PROFESSIONAL AGREEMENT**

- a. Date of Original Agreement September 16, 2019
- b. Type (Hourly, Lump Sum, %) T&M
- c. Fees
- i. Total Estimated (Basic & Additional) \$32,606.00
- ii. Current Budgeted Level \$32,606.00
- iii. Remaining to be Earned at Current Budgeted Level \$(5,104.48)
- iv. Earned to Date \$37,710.48

5. **PLAN PREPARATION STATUS**

- a. Right-of-Way N/A
- b. Permits TBD
- c. Soil Survey N/A
- d. Field Survey N/A
- e. Preliminary Report N/A
- f. Preliminary Design Report N/A
- g. Final Design Report N/A
- h. Estimated Bid Date January 2022
- i. Estimated Cost of Construction – Base Bid \$210,000.00

6. **CONSTRUCTION STATUS**

- a. Actual Bid Date January 11, 2022
- b. Contractor 1 Priority Environmental
- c. Contract Amount \$112,774.00
- d. Date Work Order Issued TBD
- e. Total Contract Time (Days) 120
- f. Scheduled Completion Date TBD
- g. Time Elapsed Days (%) TBD
- h. Project Complete (%) 0%
- i. Estimates Paid to Date (\$) \$0.00

7. **REMARKS**

- A Pre-Construction meeting is scheduled for April 5, 2022.
- The construction contract was fully executed and recorded.
- A Notice of Award was issued to 1 Priority Environmental Services, LLC on February 15, 2022.
- TPCG approved award of the project to 1 Priority Environmental Services, LLC on February 7, 2022.
- A Bid Evaluation and Award Recommendation was submitted to TPCG for approval on January 29, 2022.
- A Bid Opening was held on January 11, 2022 with one bid being received.
- Addendums No. 1 and 2 were issued.
- A Pre-Bid Conference was held on December 21, 2021.
- Project began advertisement on December 13, 2021



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Mohan Menon
2. **CONSTRUCTION MANAGER:** _____
3. **PROJECT:**
 - a. Parish Project No. _____
 - b. GIS Project No. 39130-1210
 - c. Title Ashland Semi-Annual Groundwater Monitoring

4. **PROFESSIONAL AGREEMENT**

- | | |
|---|--------------------------|
| a. Date of Original Agreement | <u>November 12, 2019</u> |
| b. Type (Hourly, Lump Sum, %) | <u>T&M</u> |
| c. Fees | |
| i. Total Estimated (Basic & Additional) | <u>\$131,435.00</u> |
| ii. Current Budgeted Level | <u>\$131,435.00</u> |
| iii. Remaining to be Earned at Current Budgeted Level | <u>\$15,758.70</u> |
| iv. Earned to Date | <u>\$115,676.30</u> |

5. **PLAN PREPARATION STATUS**

- | | |
|--|------------|
| a. Right-of-Way | <u>N/A</u> |
| b. Permits | <u>N/A</u> |
| c. Soil Survey | <u>N/A</u> |
| d. Field Survey | <u>N/A</u> |
| e. Preliminary Report | <u>N/A</u> |
| f. Preliminary Design Report | <u>N/A</u> |
| g. Final Design Report | <u>N/A</u> |
| h. Estimated Bid Date | <u>N/A</u> |
| i. Estimated Cost of Construction – Base Bid | <u>N/A</u> |

6. **CONSTRUCTION STATUS**

- | | |
|--------------------------------|------------|
| a. Actual Bid Date | <u>N/A</u> |
| b. Contractor | <u>N/A</u> |
| c. Contract Amount | <u>N/A</u> |
| d. Date Work Order Issued | <u>N/A</u> |
| e. Total Contract Time (Days) | <u>N/A</u> |
| f. Scheduled Completion Date | <u>N/A</u> |
| g. Time Elapsed Days (%) | <u>N/A</u> |
| h. Project Complete (%) | <u>N/A</u> |
| i. Estimates Paid to Date (\$) | <u>N/A</u> |

7. **REMARKS**

- Bi-annual well sampling and well inspection is scheduled for April 12th an 13th. Well repairs will be addressed during this event.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. **PROJECT COORDINATOR:** Laura Barnes
2. **CONSTRUCTION MANAGER:**
3. **PROJECT:**
- a. Parish Project No.
- b. GIS Project No. 39130-1228/1229
- c. Title Upper Ward 7 Mitigation

4. **PROFESSIONAL AGREEMENT**

- a. Date of Original Agreement November 12, 2019
- b. Type (Hourly, Lump Sum, %) LS & T&M
- c. Fees
- i. Total Estimated (Basic & Additional) \$233,955.00
- ii. Current Budgeted Level \$233,955.00
- iii. Remaining to be Earned at Current Budgeted Level \$29,743.78
- iv. Earned to Date \$204,211.22

5. **PLAN PREPARATION STATUS**

- a. Right-of-Way N/A
- b. Permits N/A
- c. Soil Survey N/A
- d. Field Survey TBD
- e. Preliminary Report TBD
- f. Preliminary Design Report TBD
- g. Final Design Report TBD
- h. Estimated Bid Date TBD
- i. Estimated Cost of Construction – Base Bid TBD

6. **CONSTRUCTION STATUS**

- a. Actual Bid Date TBD
- b. Contractor TBD
- c. Contract Amount TBD
- d. Date Work Order Issued TBD
- e. Total Contract Time (Days) TBD
- f. Scheduled Completion Date TBD
- g. Time Elapsed Days (%) TBD
- h. Project Complete (%) TBD
- i. Estimates Paid to Date (\$) TBD

7. **REMARKS**

- Field exploration is complete and Eustis provided a draft report.
- The Study & Report was submitted April 24, 2020.
- GIS met with TPCG and LDNR to discuss a path forward. Waiting on LDNR's review and comments.
- GIS met with Mr. Mart Black on December 5, 2019 to discuss overall project scope. Items discussed included confirmation of scope, target elevation for marsh creation area, permitting scope and GIS initial task to be performed.
- The original contract proposal between GIS and TPCG has been revised to include additional services required, including permitting coordination, as well as additional geotechnical services needed.
- Access Permit issued by Apache (landowner) has been fully executed.
- GIS has reached out to Mr. Reulet with DNR on January 16, 2020 to provide an update about current overall status of the project. Once the surveying is complete, GIS will schedule a meeting with Mr. Ruelet to go over these findings and current conditions of the marsh creation area, to ensure all parties are in agreement with the required repairs and/or other plan of action.
- GIS received a proposal from Eustis Engineering to perform an investigation and provide settlement curves to assist with determining the target elevation for the repair of the cells
- GIS has completed the scope for the required surveying at the project site. The scope included the following:
- Elevation shots along marsh creation areas A, B, and C every 200' (including temporary containment dikes) along the proposed transects.
 - Elevation shots along borrow areas every 100' along the proposed transects.
 - Elevation shots along the rock dike alignment every 200'.



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



March 31, 2022

1. **PROJECT COORDINATOR:** Kevan Keiser, P.E.
2. **CONSTRUCTION MANAGER:**
3. **PROJECT:**
- a. Parish Project No. 21-DRA-10
- b. GIS Project No. 39130-1285
- c. Title Bayou Terrebonne Dredging Project
Phase II Final Design

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	March 10, 2021
b. Type (Hourly, Lump Sum, %)	LS & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$643,790.00
ii. Current Budgeted Level	\$643,790.00
iii. Remaining to be Earned at Current Budgeted Level	\$373,896.76
iv. Earned to Date	\$269,893.24

5. PLAN PREPARATION STATUS

a. Right-of-Way	In-Progress
b. Permits	In-Progress
c. Soil Survey	In-Progress
d. Field Survey	Completed
e. Preliminary Report	Completed
f. Preliminary Design Report	Completed
g. Final Design Report	In-Progress
h. Estimated Bid Date	TBD
i. Estimated Cost of Construction – Base Bid	TBD

6. CONSTRUCTION STATUS

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days	TBD
h. Project Complete	TBD
i. Estimates Paid to Date	TBD

7. REMARKS

- Project Planning
 - A list of landowners along Bayou Terrebonne was created for Phase II and Phase III.
 - Possible access points along Bayou Terrebonne have begun to be gathered. Possible access points for Phase II have been identified.
- Surveying
 - GIS and MPH has completed surveying along Bayou Terrebonne. These surveys includes cross sections, all bulkhead, all bank lines, and utilities.
 - With the completion of all surveying, GIS has begun to create surfaces in AutoCAD, which will be used to begin to design the dredge section.
- Modeling
 - GIS continued modeling Bayou Terrebonne to determine the dredge section and depth. Now that all surveying has been completed, the hydraulic modeling can now be finalized.
 - GIS completed the HEC-RAS steady-state hydraulic model for Phases II and III.
 - GIS is continuing work on the unsteady-state hydraulic model for weir removal.
- Permitting
 - GIS submitted the permit drawings and the permit application to LDNR on November 11, 2021.
 - LDNR has since marked the permit application and drawings as "Administratively Complete". The permit is now being reviewed by a permit analyst.
 - The Army Corps (USACE) acknowledged receipt of the permit application.

- GIS sent out landowner notification letters to all landowners along Bayou Terrebonne. All landowners along Phase II and Phase III should have received a notification letter. GIS is currently answering questions from the landowners in the area.
 - The Louisiana Department of Wildlife and Fisheries (LDWF) issued a comment to the Permit Analyst stating the project is anticipated to have minimal or no long-term adverse impacts to wetland functions and species living in the area. Therefore, they have no object to the project.
 - DNR, the Office of Coastal Management, requested that GIS complete a Level 2 Hydraulic Modification Impact Analysis (HMIA). GIS has completed this document and submitted to DNR. DNR has submitted questions and comments to GIS on the HMIA. GIS addressed these questions and comments and has resubmitted the HMIA to DNR.
-

- Dredge Sections

- GIS determined the dredge quantity for dredging to an elevation of -5.00' and an elevation of -6.00'.
 - GIS submitted a Benefit/Cost Analysis to TPCG on Wednesday, July 21, 2021. GIS is recommending that TPCG dredge Bayou Terrebonne to an elevation of -6.00'. Doing this would allow TPCG to dredge approximately 24,000 cubic yards of dredge material from Bayou Terrebonne.
 - TPCG has since requested GIS to proceed on with design dredging to an elevation of -6.00'.
 - GIS has reached out to Mr. Brett Barker about pumping the dredge material onto his property adjacent to Westside Boulevard. Mr. Barker seem agreeable to this.
 - GIS reached out to Geotechnical Engineers to put a proposal together for gathering soil data. GIS has received two proposals and are currently reviewing the proposals.
-



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



March 31, 2022

1. PROJECT COORDINATOR:	Kevan Keiser, P.E.
2. CONSTRUCTION MANAGER:	
3. PROJECT:	
a. Parish Project No.	21-DRA-11
b. GIS Project No.	39130-1295
c. Title	Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station)
	Final Design
4. PROFESSIONAL AGREEMENT	
a. Date of Original Agreement	May 3, 2021
b. Type (Hourly, Lump Sum, %)	LS & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$872,300.00
ii. Current Budgeted Level	\$872,300.00
iii. Remaining to be Earned at Current Budgeted Level	\$471,580.62
iv. Earned to Date	\$400,719.38
5. PLAN PREPARATION STATUS	
a. Right-of-Way	In-Progress
b. Permits	In-Progress
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Report	Completed
f. Preliminary Design Report	Completed
g. Final Design Report	TBD
h. Estimated Bid Date	TBD
i. Estimated Cost of Construction – Base Bid	TBD
6. CONSTRUCTION STATUS	
a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days	TBD
h. Project Complete	TBD
i. Estimates Paid to Date	TBD
7. REMARKS	
- Retention Pond	
• Lebros Construction installed 700 linear feet of silt fencing around the project area.	
• Lebros Construction cleared the area and removed five (5) large cypress trees.	
• Lebros Construction continued excavation operations (weather permitting).	
• Lebros Construction exposed the existing Bayou LaCarpe culvert.	
• Lebros Construction delivered truckloads of excavated material to the Bayou Country Sports Park.	
• Lebros Construction opened the existing Bayou LaCarpe culvert in the retention pond.	
• Lebros Construction has placed riprap near the ends of the culvert.	
- Pump Station	
• GIS is currently coordinating with Associated Pump on two (2) Hydraulic Submersible Pumps. The pumps will have a combined electric and diesel drive unit. The drive unit will automatically switch over from electric to diesel in the event of a power outage.	
• GIS has submitted a driveway permit for the pump station parking lot to DOTD. GIS received verbal approval regarding this permit.	
• GIS completed 3-D renderings of the proposed pump station.	
• GIS continues to work on final plans, specifications, cost estimate and a design criteria report.	
• GIS is currently coordinating with YKH Consulting for an electrical and mechanical design.	
• GIS completed laying out the final site plan for the pump station. This move has been approved by TPCG.	

- As per TPCG request, GIS is currently coordinating with DOTD regarding moving the pump station over to completely be on TPCG property. This would have the discharge pipes in an existing roadside drainage ditch. GIS would also like to replace the portion of LA Highway 311 that is currently in bad shape.
-

- Culvert Layout

- GIS is currently setting the locations of the catch basins and manholes along the alignment.
 - GIS has submitted a jack and bore permit to DOTD, for the locations where the culverts will pass beneath Louisiana Highway 3040 and Louisiana Highway 311. GIS received verbal approval regarding this permit.
 - Eustis Engineering completed some additional geotechnical work on the culvert alignment. GIS anticipates this data to be submitted within the next couple of weeks.
 - GIS met with Mr. Del Harris of Delco who presented the Jack and Boring process to us.
 - GIS has revised the culvert alignment running below Tunnel Boulevard to now pass in front of Aaron's.
 - The culvert alignment that will cross beneath Tunnel Boulevard has been revised to include two (2) 36" HP Culverts. DOTD currently only allows HP Culvert of 36" and below to cross beneath their roadways.
 - Since the culvert alignment and the pump station location changed, DOTD required a revision to the submitted jack and bore applications. GIS has revised these and resubmitted them to DOTD.
 - GIS is currently working on determining the orientation and sizes of the catch basin/manholes along the culvert alignment.
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- Landowner Coordination

- GIS is currently coordinating with the Terrebonne Council on Aging's Engineer, Mr. Joseph Savoie. Mr. Savoie is currently working on design improvements for the Council on Aging's parking lot.
 - GIS met with the Owner of Coastal Electric Supply, LLC to discuss the project.
 - GIS met with the Owners of the Professional Plaza Building to discuss the project.
 - GIS is continuing to coordinate with more affected landowners.
 - GIS sent a landowner drawing set to TPCG to begin to acquire the necessary right-of-way agreements for the pump station and culvert alignment.
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- Permitting

- GIS submitted the permit drawings and the permit application to DNR.
 - Since then, DNR has sent back comments to GIS, which have been resubmitted to DNR.
 - LDNR has since marked the permit application and drawings as "Administratively Complete". The permit is now being reviewed by a permit analyst.
 - The Army Corps (USACE) acknowledged receipt of the permit application.
 - GIS sent out landowner notification letters to all landowners in the project area. All landowners in the Bayou LaCarpe project area should have received a notification letter.
 - LDNR requested a Hydrologic Modification Impact Analysis (HMIA). GIS completed this document and has submitted it to DNR.
 - GIS is currently revising the permit drawings based on the new location of the pump station.
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