

St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Parish Council

Council Chairman Terrell D. Wilson

*Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

Monday, August 14, 2017

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, August 28, 2017, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S* 1** 2017-0258 An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and Debris Tech, LLC for Storm Debris Monitoring 2017, Parish Project No. P170302.

Sponsors: Mr. Cochran and Department of Public Works

- S* 3** 2017-0259 An ordinance to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for the Hazard Mitigation Grant Program for funding in the amount of \$93,750.00 to install a permanent generator at the East Bank Regional Library in Destrehan.

Sponsors: Mr. Cochran and Grants Office

- S* 7** 2017-0260 An ordinance to authorize the sales by St. Charles Parish for properties located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as St. Charles Parish's designated agent/auctioneer for the sales.

Sponsors: Mr. Cochran and Department of Waterworks

S* 11 2017-0261

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. for FEMA Public Assistance Program Services.

Sponsors:

Mr. Cochran and Grants Office

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2017-0258

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and Debris Tech, LLC for Storm Debris Monitoring 2017, Parish Project No. P170302.

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for Storm Debris Monitoring 2017 to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on July 17, 2017; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set forth in the RFP and it is recommended that the Contract be awarded to Debris Tech, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Storm Debris Monitoring 2017 by and between the Parish of St. Charles and Debris Tech, LLC is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective immediately upon adoption.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

EXHIBIT A

STORM DEBRIS MONITORING 2017
CONTRACT AGREEMENT

THIS CONTRACT, made this _____ day of _____, 2017, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name DebrisTech, LLC Address 925 Goodyear Blvd, Picayune, MS 39466 doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

1. The Agreement will commence on January 1, 2018 and end on December 31, 2020. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" includes the following items:
 - a. Exhibit A Contract Agreement
 - b. Exhibit B Corporate Resolution or Certificate of Authority or any other authorization required by law
 - c. Copy of Exhibit C Contractor Price Proposals and Questionnaire Response
 - d. Copy of addendum No. 1 Dated July 11, 2017, score sheet, bid opening log
 - e. Copy General Specifications
 - f. Copy Technical Specifications
 - g. Copy Exhibit D Federal Compliance Provisions
 - h. Exhibit E Non-Collusion Affidavit
 - i. Copy of Exhibit F Notice of Intent to Award
 - j. Insurance Certificate
 - k. Copy Request for Statements of Qualifications and Cost Proposals Storm Debris Removal and Recovery 2017 Document(RFP Package)
 - l. Copy of Contractor Submittal Package
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

ATTEST

Name _____
Title _____

ATTEST

Herman Dungan IV
Name Herman Dungan IV
Title Operations Manager

OWNER: ST. CHARLES PARISH

BY _____
LARRY COCHRAN
PARISH PRESIDENT

CONTRACTOR:

By Brooks Wallace
Name Brooks Wallace
Title President

2017-0259

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness for the Hazard Mitigation Grant Program for funding in the amount of \$93,750.00 to install a permanent generator at the East Bank Regional Library in Destrehan.

WHEREAS, St. Charles Parish submitted a Hazard Mitigation Grant Program Statewide Generator 5% Initiative application for funding to install a permanent generator to power the Information Technology room at the East Bank Regional Library in Destrehan; and,

WHEREAS, the Parish was notified by way of letter dated August 1, 2017, that the Parish’s application for said project was approved for funding in the amount of \$93,750.00; and,

WHEREAS, the State has prepared the necessary Federally Funded Agreement to implement said project; and,

WHEREAS, it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement by and between the State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness and St. Charles Parish for the Hazard Mitigation Grant Program is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to the Hazard Mitigation Grant Program.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program ("HMGP"). CFDA 97.039.

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

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq.
31 U.S.C § 1352

Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206

OMB Circular A-102 (Standard Form 424B)

OMB Circular 110

2.3 State

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

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 install of one permanent generator** Grantor has provided funds to Sub-Grantee through Grantee's HMGP Program using a portion of the 5% initiative funds. Sub-Grantee 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. (**HMGP #1786-022-0002, FEMA-1786-DR-LA, Project #128**)

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

3.4 Additional responsibilities of Grantee, and Sub-Grantee 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 44 C.F.R. §13.

3.4.3 Sub-Grantee 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-Grantee shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

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

3.4.6 Sub-Grantee 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 Grantee to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to **HMGP #1786-022-0002, FEMA-1786-DR-LA, Project #128**, Sub-Grantee shall perform the following tasks within the approved timeframes:

4.2.1 Installation of one permanent generator

5.1 Summary of Budget

5.2 Estimated costs per task:

5.2.1 **Approved** 4.2.1 **\$139,500.00**

5.3 Total Project Costs **\$139,500.00**

5.4 Funding Sources

5.3.1 Federal share **\$ 93,750.00**

5.3.2 Non-Federal share **\$ 45,750.00**

6.1 Liability of Parties

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

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

6.4 Sub-Grantee hereby agrees to hold Grantee 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-Grantee.

7.1 Legal Authorization

Sub-Grantee 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 Grantee's contract manager for this agreement is:

Casey Tingle
 Assistant Deputy Director
 Governor's Office of Homeland Security and Emergency Preparedness
 1500 Main Street
 Baton Rouge, Louisiana 70802

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

Mr. Larry Cochran
 Parish President
 St. Charles Parish
 PO Box 302
 Hahnville, Louisiana 70057

8.4 If the mailing address of Grantee or Sub-Grantee 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, Grantee and Sub-Grantee have executed this agreement.

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

DATE: _____

BY: _____
 Larry Cochran
 Parish President, St. Charles Parish

DATE: _____

2017-0260
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. _____
An ordinance to authorize the sales by St. Charles Parish for properties located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as St. Charles Parish's designated agent/auctioneer for the sales.

WHEREAS, St. Charles Parish Department of Waterworks is the owner of the four above listed parcels of property; and,

WHEREAS, the referenced properties were the previous sites of three water towers and one pressure booster station, all of which have been removed from service; and,

WHEREAS, with the removal of the water system components, there is no continuing public need for the properties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The sales by St. Charles Parish for the above described properties are hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company on behalf of St. Charles Parish.

SECTION II. That the Parish President is hereby authorized to execute any and all documents related to and necessary for the sale of the above referenced properties on behalf of St. Charles Parish, including but not limited to the individual Acts of Sale.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

EXCLUSIVE RIGHTS OF SALE AUCTION LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this _____ day of _____, 2017 by and between the following parties:

SELLER (S):	St. Charles Parish	Robert L. Raymond, Director of Legal Services
NAME	14108 River Road P.O. Box 340	ATTN: rraymond@stcharlesgov.net
ADDRESS	Destrehan	E-MAIL LA 70047
CITY	(985)783-5013	STATE (985)783-5013
PHONE		CELL Dawn Higdon

Hereinafter referred to as "Seller",

SELLER'S DESIGNATED AGENT:
SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY
3316 FLORIDA AVE.
KENNER, LA 70065-3645
PHONE: (504) 468-6800 FAX: (504) 468-6811

Hereinafter referred to as "Auctioneer",

Hereby agree that the Seller shall sell the below described property upon the terms and conditions as set forth in this contract.

2. This agreement shall consist of 3 pages plus exhibits and attachments, if any.

3. Seller gives auctioneer the sole and exclusive right to sell the following described property:
Lots 11, 12 & Pt.13-, Barreca St., Norco; Lot 119 - Gordon St., Destrehan, Lot A- Diane Pl., St. Rose, Lots 45, 47 -Gordon St., Destrehan

Subdivision:	City:	Parish/County:	St. Charles	State:	LA	Zip:
Including:						
Excluding:						

4. DATE OF AUCTION SALE: 45 – 60 days Auctioneer shall conduct an Auction /Sealed Bid, Dual Bid or Online on about the above date and shall use its best efforts to secure a purchaser for the above described property at the terms named within this agreement or upon any other price and terms acceptable to the Seller.

4a. SERVICES PROVIDED BY AUCTIONEER: Marketing Services- Budget planning, signage, ad copy, ad layout, brochure design, printing, ad placement, mailing lists, telemarketing, property preview coordination. Auction Services- Auctioneering, bid assistants, clerking, contract preparation, auction facilities, audiovisual. Post Auction Services – Supervise closing agent, purchaser/seller follow-up and monitor act of sale.

5. TIME PERIOD OF LISTING AGREEMENT: This exclusive right of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include sale date. It shall then be extended for 30 days under the same Terms & Conditions. The post auction listing shall include signage, World Wide Web Advertising and the Multiple Listing Service. The benefits and obligations of this contract herein shall inure to and bind the respective, heirs, executors, administrators, successors, and assigns of the parties hereto. If an Agreement to Purchase and Sell is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as provided for in the Agreement to Purchase, or any extension thereof.

Seller further agrees to pay Auctioneer the Auction Fee stated below on any sale of said property negotiated by Seller within 90 days after the expiration, extension, or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted during the term of this contract, including but not limited to: registered bidders, open house attendees, and prospects that have contacted Auctioneer for information. Auctioneer shall provide to seller a list of all prospects within 30 days of the event.

6. AUCTION FEE: The Auction Fee will be in the form of a 10% Buyer's Premium added to the Purchaser's final bid price and included in the total contract price. When the property is sold during the listing period through sale by auction or otherwise, Seller shall pay the Auctioneer the above mentioned Auction Fee, from the total contract price whether the Purchaser is secured by the Auctioneer, by the Seller, by the Auction, or by any other person or means. If the property is sold through negotiation prior to or after the auction, the Auction Fee shall be deducted from the purchase price. Auction Fee is due and payable upon Act of Sale or in the case of Default as listed in Paragraph #11. The commissions reflected in this agreement have been negotiated only by the parties to the agreement.
7. INQUIRIES: Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from brokers or prospects interested in Seller's property, to cooperate fully and not to obstruct the sale of the property during the term of this contract.
8. TERMS OF SALE: Seller agrees to sell the above listed property at auction for the reserve price of appraised value or any other price, or upon any other terms, as hereafter agreed upon. Auction shall be advertised and conducted ☒ Absolute to the highest bidder. Title shall be transferred to Purchaser within 30 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.
9. ADVERTISING AND PROMOTION INVESTMENT: Auctioneer is authorized to place auction advertising in such media as Auctioneer selects, and provide necessary support, promotional assistance, supplies, and materials to produce an auction of superior quality. In consideration thereof, Seller agrees to pay a non-refundable flat fee of \$1,000 for these services. Seller hereby authorizes Auctioneer to install auction signs on listed property.
10. LIENS AND ENCUMBRANCES: Seller warrants that to the best of his knowledge, the only known liens and encumbrances against said property are as follows:

Mortgagor	Amount	Payment
NONE		
Additional Liens, Judgments, Assessments and Lis Pendens:		
NONE		

The seller agrees to hold the Auctioneer harmless in the event of any legal action as the result of any undisclosed liens, encumbrances or title defects.

11. DEFAULT BY PURCHASER: In the event the transfer of title to Seller's property is not completed because of default by Purchaser, Seller shall pay to Auctioneer one-half of the earnest money forfeited. However, the fee shall not exceed the full amount had the transaction closed.
12. DEPOSIT: Auctioneer or Escrow Agent is authorized to accept, give receipt for, and hold all monies paid or deposited. Deposits will be held in the Escrow Account.

In the event of an escrow deposit dispute and the Auctioneer is in doubt as to the disbursement of escrow funds, he shall have the right to release the money to a court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute; but in no case, will this action waive the Seller's responsibility of the Auction Fee to the Auctioneer.
13. ATTORNEY FEE AND COSTS: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
14. LIMITATION OF LIABILITY: Auctioneer shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any Auction refusing to submit or sign a written offer and agreement confirming his bid, or refusing to perform on his agreement to purchase.

Seller understands that this agreement does not guarantee the sale of his property, but it does guarantee that the Auctioneer will make a sincere and honest effort to procure a sale for the Seller's described property.

In consideration of the efforts and expenditures by the Auctioneer, Seller shall indemnify the Auctioneer against all liability, loss and expenses, including reasonable attorney's fees and court costs that the Auctioneer may incur as a result of any claim or suit against the Auctioneer by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller's negligence.
15. TITLE GUARANTY: Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and to deliver to the Purchaser a good and merchantable title, free and clear of all liens and encumbrances except those put on or assumed by the Purchaser as part of the purchase price. Seller agrees to hold the Auctioneer harmless in the event of Seller's inability to perform. Seller agrees to use

auctioneer’s appointed title agent, to provide closing services. Seller agrees to provide a Title Insurance Commitment showing title to be good and insurable. Real Estate taxes and rentals, if any, to be prorated to and excluding date of Act of Sale. 1 0

16. OTHER AGREEMENTS: No modification or change in this listing agreement shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties to be bound thereby.
17. CONDITION OF PREMISES: Property to be sold “as is, where is”, with the Seller and Auctioneer making no guaranties as to the condition of said property. Seller agrees to represent the true state of affairs with respect to the condition of the property and authorizes Auctioneer to disclose this condition to prospective Purchasers.
18. SPECIAL TERMS: N/A
19. DISPUTE RESOLUTION/MEDIATION: If any disagreement or claim arises under this agreement and is not settled promptly in the ordinary course of business, the parties agree to submit the matter to non-binding Mediation. and if the parties still fail to voluntarily resolve it, then binding arbitration in accordance with the next paragraph.
20. ~~ARBITRATION: If the parties are unable to resolve the disagreement or claim as provided in the above paragraph, and then such disagreement or claim shall be settled by binding arbitration. The arbitrator in such dispute shall be mutually selected by the parties, and then in accordance with the rules and regulations of the selected arbitrator and the laws of the State of Louisiana relative to arbitration. The parties shall be bound by the arbitrator’s final decision. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney’s fees and other related expenses resulting from the arbitration. The terms of this Paragraph shall apply to all claims, disputes, controversies, and other matter at issue between the parties, arising out of or relating to this Agreement.~~

PROJECT MANAGER	by: SELLER	DATE
DATE	by: SELLER	DATE
	by: SELLER	DATE
	by: SELLER	DATE

SPERRY VAN NESS/SVN/GILMORE AUCTION & REALTY CO.

DAVID E. GILMORE

DATE

Louisiana Auctioneer License #447
Louisiana Real Estate Brokers License #42445
Mississippi Auctioneer License #378
Mississippi Auction Firm License #641F
Mississippi Real Estate License #B-14307
Texas Auctioneer License #0001136
Alabama Auctioneer License #1832
Arkansas Auctioneer License #1979
Arkansas Real Estate Brokers License #PB00066681
Oklahoma Real Estate Brokers License #149073
South Carolina Auctioneer License #3815

Necessary File Items

The following is a list of necessary file items that will enable SVN/Gilmore Auction & Realty Co. to professionally promote your property. Please try to be accurate and thorough as it may affect the final value of the real estate.

- | | |
|---------------------------------|--|
| € Titles/Mortgage Documents | € Listing Agents (if applicable) (Name, Address, Phone) |
| € Title Insurance Policy | € Seller's List of Prospects |
| € Appraisal | € Keys/Alarm Codes |
| € Brief Description of Property | € Management Company (Name, Address, Phone) |
| € Survey | € Rent Roll & Expenses |
| € Location Map/Site Map | € Condo Documents (if applicable) |
| € Tax Bills | € Property Disclosure (addendum) |
| € Reserve Prices | € Leases/Tenant Information(Name& Phone) |
| € Real Estate Agency Disclosure | € Referrals |

Please provide these items upon acceptance of the Listing Agreement or shortly thereafter as we cannot effectively promote your property without this important information.

2017-0261
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)

ORDINANCE NO. _____
An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. for FEMA Public Assistance Program Services.

WHEREAS, following a Presidential disaster declaration, the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) grant program provides federal assistance to government organizations for debris removal, emergency protective measures, permanent repairs, and related administrative costs; and,

WHEREAS, consulting and representation services may be necessary to administer and manage disaster relief and recovery efforts in St. Charles Parish to ensure that all available funding is maximized and obtained; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for FEMA Public Assistance Program Services to select a qualified firm to provide said services on an as needed basis. The RFP was publicly advertised and proposals were received on July 6, 2017; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria as set forth in the RFP and it is recommended that the Contract be awarded to Barowka and Bonura Engineers and Consultants, L.L.C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for FEMA Public Assistance Program Services by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this Contract.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

Exhibit A

ST. CHARLES PARISH

Professional Services Contract
for

Federal Emergency Management Agency Public Assistance Program Services

PART I

This Contract for consulting and representation services is made and entered into this ____ day of _____, 2017, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Barowka and Bonura Engineers and Consultants LLC, a corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Jeffrey A. Bonura, Partner, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure Federal funding through the Federal Emergency Management Agency Public Assistance Program, hereinafter known as “FEMA PA Program” to recover from disaster events; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain consulting and representation services in the implementation of its PA Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its PA Program by performing the following scope of services, including but not limited to:

1. Provide consulting and representation services in support of the FEMA PA Program related to the disaster event identified in the task order.

2. Act as a liaison with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA officials by serving as the Parish's representative.
3. Provide professional consultation, technical assistance, and advisory services.
4. Report and present information at Council Meetings and to the Parish Administration as needed.
5. Develop and implement strategies designed to maximize federal and state assistance and lower the Parish's match requirement.
6. Provide support for strategic planning and coordination of all disaster related efforts.
7. Provide expert programmatic and policy advice on federal disaster relief programs.
8. Provide extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
9. Maintain staff members that have experience with the FEMA PA Program.
10. Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation funding within the current regulatory framework.
11. Attend meetings in conjunction with and on behalf of Parish Representatives.
12. Establish project files and maintain paper and electronic documentation. These files must demonstrate compliance with the FEMA PA Program requirements and all applicable local, state, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained. Final copies of the project files, electronic and hard copies, will be remitted to the Parish.
13. Prepare Project Worksheets (PW) including the following services:
 - a. Provide damage assessment and assist in PW formulation to include accurate costs, cost estimating, detailed damage descriptions and dimensions, and scopes of work.
 - b. Coordinate with Parish Offices and Departments to collect, compile, and appropriately categorize documentation including, but not limited to, work orders, photographs, timesheets, drawings, estimates, quotes, purchase orders, damage/accident reports, equipment lists, Parish policies, etc.
 - c. Coordinate with the Parish's Debris Monitor of record, Department of Public Works, and the Contract Monitor's Office with regards to Category A.
 - d. Provide assistance and oversight as needed for departments and offices that have difficulty completing necessary documentation.
 - e. Identify permit and regulatory requirements associated with projects and complete Environmental and Historic Preservation (EHP) reviews as required.
 - f. Complete program related forms, such as Force Account Labor, Force Account Equipment, Materials Summary Record, Contract Work Summary Record, and Rented Equipment Summary Record spreadsheets.
 - g. Ensure all eligible disaster related expenses are submitted and written in the appropriate PW.

- h. Assist in identifying, developing, and evaluating opportunities for Alternate and Improved projects.
 - i. Assist in the development of hazard mitigation proposals under section 406 of the Stafford Act.
 - j. Assist the Parish with compiling Mutual Aid and Donated Resources expenditures as it relates to the disaster event.
14. Monitor PWs through obligation.
 15. Review contracts and purchasing documentation to ensure compliance with applicable laws.
 16. Provide summarized reports for project statuses and initially prepare quarterly reports in Louisiana PA for the Applicant Agent to submit following review and approval.
 17. Perform Cost Analyses as needed.
 18. Work with the Finance Department and Risk Management Office to coordinate the PA program with the Parish's insurance coverages and settlements.
 19. Prepare Reimbursement Requests, including the following services:
 - a. Compile program related forms and backup documentation as necessary for the Parish to receive the maximum eligible funds.
 - b. Coordinate with the Parish's Applicant Agent for execution of the Reimbursement Request Forms.
 - c. Submit reimbursement requests through GOHSEP's PA Program online system manager, www.louisianapa.com (LAPA), on behalf of the Parish.
 - d. Monitor GOHSEP's processing of each request and work with the Grants Office and/or Finance Department to ensure the correct accounting of revenues.
 - e. Accurately track accounting of expenditures and revenues by PWs, Funds, and Parish's accounting year.
 - f. Resolve any requests for additional documentation from GOHSEP and FEMA.
 20. Identify the need for and prepare Project Version Requests.
 21. Complete Application for Insurance Commissioner's Certification as required.
 22. Prepare hazard mitigation proposals, grant applications, benefit cost analyses, and other services related to the Hazard Mitigation Grant Program (section 404 of the Stafford Act), Pre-Disaster Mitigation, and other mitigation programs on an as needed basis (separate task orders will be issued).
 23. Progressively work with Parish officials to resolve disputes with FEMA and GOHSEP, including the preparation of appeals or responses to arbitration if necessary.
 24. Attend and assist the Parish during monitoring (audit) visit(s) and prepare the Parish's response to any monitoring findings.
 25. Provide grant closeout services through formal closeout notification from GOHSEP and FEMA.

The scope of services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Period of Performance

The term of this Contract shall begin as of the day and year first written above and end on December 31, 2020. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for four (4) optional one-year renewals.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed for each declared disaster event. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each disaster event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from FEMA and GOHSEP for each PW for which the CONSULTANT received a Task Order.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees to provide PA Program Services based upon the hourly rates set forth in the CONSULTANT's proposal and attached to this Contract as Attachment 1. The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall describe in detail the type of work completed and itemize Disaster Recovery Personnel hours spent by PW Number. Payment terms are net 30 days.

6. Ownership of Documents

All documents, including original Project Worksheets, Force Account Spreadsheets, invoices, load tickets, photographs, damage reports, drawings, estimates, specifications, field notes, and any and all other data and documentation pertaining to the disaster event are the property of the PARISH. The CONSULTANT may retain copies of said document.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards and shall be liable to PARISH for any damages the PARISH sustains as a result of any act or omissions of the CONSULTANT'S negligence.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the disaster event and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the federal award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Contract is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

CONSULTANT
Mr. Jeffrey A. Bonura, P.E.
Partner
Barowka and Bonura Engineers and
Consultants, LLC
209 Canal Street
Metairie, LA 70005

With a copy to:

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the

Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

15. Authorization

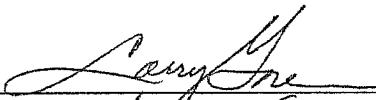
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

Witness

St. Charles Parish

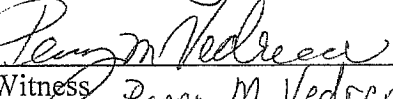
Witness

BY: _____
Larry Cochran
Parish President

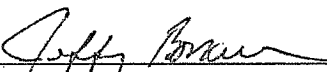


Witness Larry Gore

Barowka and Bonura Engineers and
Consultants LLC



Witness Penny M. Vedrenne

BY: 

Jeffrey A. Bonura, P.E.
Partner