

PUBLIC NOTICE - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Tuesday, November 13, 2018 Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985) 748-3211

PUBLIC HEARING - Notice Is Hereby Given That a Public Hearing Will Be Held by The Tangipahoa Parish Council on Tuesday, November 13, 2018 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

T.P. Ordinance No. 18-65- An Ordinance to authorize the Parish President or his authorized designee to execute any and all documents in regards to the purchase and acquisition of property through the FEMA Hazard Mitigation Grant Program

T.P. Ordinance No. 18-66- An ordinance authorizing the Parish of Tangipahoa, State of Louisiana to proceed with a not to exceed \$9,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish's request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale thereof to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto

**Tangipahoa Parish Council
Tangipahoa Parish Government Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
November 13, 2018**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE *(All Veterans and active military, please render the proper salute)*

ROLL CALL

CELL PHONES - *Please Mute or Turn Off*

ADOPTION OF MINUTES- Regular meeting dated October 22, 2018

PUBLIC INPUT - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

PARISH PRESIDENT'S REPORT

1. Approval to Seek Bids- Microsurfacing Project
2. Approval to Seek Bids- Phase 20 Overlay Project
3. Approval to Seek Bids- Vineyard Road Bridge
4. Recommendation of Condemnation of 56359 Bickham Chapel Road, Amite, LA 70422

REGULAR BUSINESS

5. Adoption of T.P. Ordinance No. 18-65- An Ordinance to authorize the Parish President or his authorized designee to execute any and all documents in regards to the purchase and acquisition of property through the FEMA Hazard Mitigation Grant Program
6. Adoption of T.P. Ordinance No. 18-66- An ordinance authorizing the Parish of Tangipahoa, State of Louisiana to proceed with a not to exceed \$9,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish's request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale thereof to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto
7. Introduction of T.P. Ordinance No. 18-67- An ordinance to revise, amend, enact, and re-enact Section 19-663 of Chapter 19 of the Tangipahoa Parish Code of Ordinances to revise and amend the boundaries of the Road Lighting District No. 5 of Tangipahoa Parish, Louisiana
8. Adoption of T.P. Resolution No. RI8-27- Design exception request- State Project Nos. H.011527 – F.A.P. No. H011527 – Randall Road Bridge Creek and Vitrano Road Bridge Creek Federal Aid Off-System Bridge Program, Tangipahoa Parish, State of Louisiana from DOTD
9. Adoption of T.P. Resolution No. RI8-28- A resolution authorizing a cooperative endeavor agreement between the Tangipahoa Parish Council-President Government and the Tangipahoa Alcohol and Drug Abuse Council to create a partnership to provide prevention services and authorizing the Parish President to sign any and all documents in regards therein
10. Adoption of T.P. Resolution No. RI8-29- Resolution of support for the application to Encore Louisiana for Tangipahoa Parish to be designated a "Certified Retirement Community" and all accompanying benefits, and requests the Commission grant the designation to Tangipahoa Parish for the period of 2019-2024
11. Approval of an Intergovernmental Agreement between the Tangipahoa Parish Government and the Tangipahoa Parish Gravity Drainage District No. 1 in regards to the My People 123 application
12. Appoint/Re-appoint Tangipahoa Voluntary Council on Aging
13. Appoint/Re-appoint Tangipahoa Parish Planning Commission

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Kristen Pecararo
Clerk of Council

Daily Star
Please Publish November 8, 2018

Posted @ T.P. Courthouse Annex November 8, 2018

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Kristen Pecararo at 985-748-2290 describing the Assistance that is necessary.

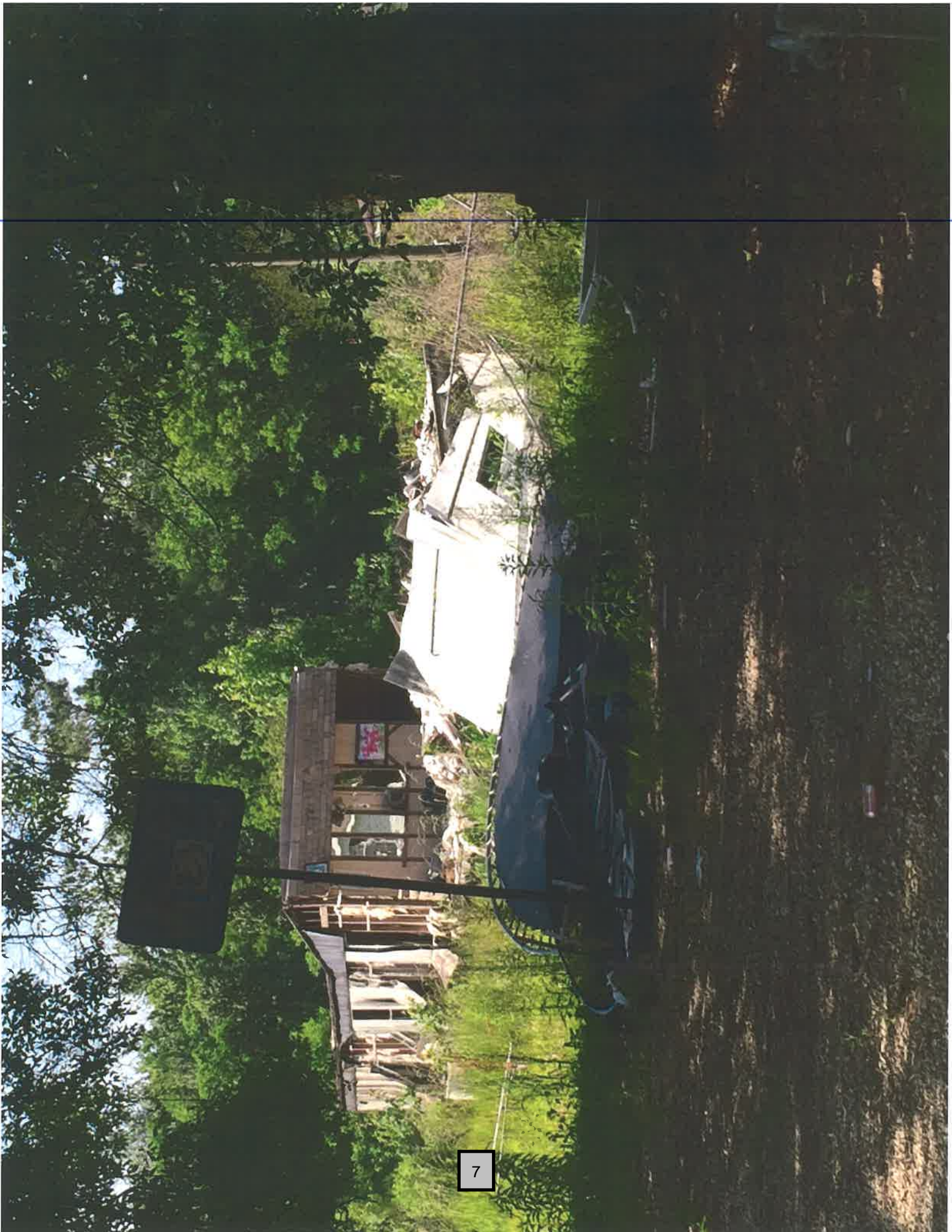
BACKUP MATERIAL FOR AGENDA ITEM:

Recommendation of Condemnation of 56359 Bickham Chapel Road, Amite, LA 70422











POST OFFICE BOX 215
AMITE, LOUISIANA 70422

OFFICE (985) 748-3211
FAX (985) 748-7576

ROBBY MILLER
PARISH PRESIDENT

October 24, 2018

Tangipahoa Parish Council
206 East Mulberry Street
Amite, LA 70422

RE: Case #645-Erna Logan 56359 Bickham Chapel Road Amite, LA 70422
Recommendation of Condemnation

Chairman Cortez,

The previously referenced case was reported to the Tangipahoa Parish Code Enforcement Department on November 4, 2016 regarding multiple violations. The violations consisted of high grass, trash, and an abandoned manufactured home.

Representatives from this office have visited with Ms. Logan on multiple occasions regarding these violations. She has been issued two citations and has been ordered to appear in court on three occasions as a result of Parish Ordinance(s) violations at this property. Her responses have indicated that she does not have the financial means to clean the property or have the manufactured home removed/demolished.

This office performed an inspection of the property and structure on June 12, 2018 and again on October 3, 2018. As indicated by the pictures attached; the roof, walls, and other components required for a structurally sound dwelling have been compromised and therefore is unfit for occupancy. In addition, the structure in its current, dilapidated condition creates a safety hazard which could endanger the public welfare of the residents in the surrounding community.

This office is recommending your approval for condemnation, demolition and removal of the manufactured home.

The facts regarding this case have been reviewed by the Building Official and the Parish President. Their signatures below indicate concurrence of this request as per Tangipahoa Parish Ordinances 04-2005, 05-06, 07-85.

Nic LeBlanc, CBO, CFM
Building Official
Tangipahoa Parish Government

Robby Miller
Parish President
Tangipahoa Parish Government

COUNCIL

8

TRENT FORREST
District 1
EMILE "JOEY" MAYEAUX
District 6

JAMES BAILEY
District 2
LIONELL WELLS
District 7

LOUIS [8] JOSEPH
District 3
DAVID P. VIAL
District 8

CARLO S. BRUNO
District 4
HARRY LAVINE
District 9

H. G. "BUDDY" RIDGEL
District 5
BOBBY CORTEZ
District 10

BACKUP MATERIAL FOR AGENDA ITEM:

Adoption of T.P. Ordinance No. 18-65- An Ordinance to authorize the Parish President or his authorized designee to execute any and all documents in regards to the purchase and acquisition of property through the FEMA Hazard Mitigation Grant Program

T.P. Ordinance No. 18-65

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT OR HIS AUTHORIZED DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS IN REGARDS TO THE PURCHASE AND ACQUISITION OF PROPERTY THROUGH THE FEMA HAZARD MITIGATION GRANT PROGRAM

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the action of Tangipahoa Parish President or his authorized designee is hereby authorized to execute all documents in regards to the purchase of the following property through the FEMA Hazard Mitigation Grant Program (HMGP):

FEMA-HMGP 1792-105-001-Project 0029

41277 W. Portier Road, Ponchatoula, LA 70454

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon adoption of the TPC and signature of the Parish President.

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 13th day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo
Clerk of Council
Tangipahoa Parish Council

Bobby Cortez
Chairman
Tangipahoa Parish Council

INTRODUCED: October 22, 2018

PUBLISHED: November 8, 2018

DAILY STAR
OFFICIAL JOURNAL

ADOPTED: November 13, 2018

DELIVERED TO PRESIDENT: _____ day of November, 2018 at _____.

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of November, 2018 at _____.

BACKUP MATERIAL FOR AGENDA ITEM:

Adoption of T.P. Ordinance No. 18-66- An ordinance authorizing the Parish of Tangipahoa, State of Louisiana to proceed with a not to exceed \$9,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish's request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale thereof to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto.

The following ordinance which was previously introduced in written form at a regular meeting of the Parish Council of the Parish of Tangipahoa, State of Louisiana on October 22, 2018, a Notice of Public Hearing having been published in the official journal and which public hearing was held in accordance with said public notice, was offered by _____ and seconded by _____:

T.P. ORDINANCE NO. 18-66

An ordinance authorizing the Parish of Tangipahoa, State of Louisiana to proceed with a not to exceed \$9,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish’s request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale thereof to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto.

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the “*Authority*”) was established pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16, inclusive) (the “*Act*”), to encourage public infrastructure and public works of all types, and to assist political subdivisions in constructing public works and in financing and refinancing the construction of public infrastructure and public works; and

WHEREAS, the Parish of Tangipahoa, State of Louisiana (the “*Parish*”) is a participating political subdivision of the Authority in accordance with the Act; and

WHEREAS, the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432, as amended and supplemented from time to time (“GOMESA”) provides for the sharing of certain revenues received by the United States government from oil and gas leasing and production in the Gulf of Mexico (the “GOMESA Revenues”) with the states of Alabama, Mississippi, Louisiana and Texas and their designated political subdivisions; and

WHEREAS, GOMESA authorizes GOMESA Revenues to be spent on (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife or natural resources; (c) implementation of a federally-approved marine, coastal or comprehensive conservation management plan; (d) mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and (e) associated planning and administrative costs (collectively, the “GOMESA Projects”); and

WHEREAS, the Parish is a designated political subdivision that receives GOMESA Revenues under GOMESA; and

WHEREAS, the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as governing authority of the Parish (the “*Governing Authority*”) has determined that it is in the Parish’s best interest to request the Authority to authorize, sell and issue the Authority’s not to exceed \$9,000,000 Revenue Bonds (Tangipahoa Parish GOMESA Project), in one or more series (the “*Bonds*”), the proceeds of which will be loaned by the Authority to the Parish (the “*Loan*”) pursuant to the provisions of a Loan and Assignment Agreement by and between the Authority and the Parish (the “*Loan Agreement*”), which Loan proceeds will be used by the Parish to: (i) fund qualified GOMESA Projects within the Parish, and (ii) pay the costs of issuance of the Bonds (the “*Project*”).

NOW THEREFORE, BE IT ORDAINED by the Governing Authority that:

SECTION 1. The Parish hereby requests the Authority to authorize and issue the Authority's Revenue Bonds (Tangipahoa Parish GOMESA Project), in one or more series (the "Bonds") in an aggregate principal amount not to exceed \$9,000,000, the proceeds of which shall be loaned to the Parish pursuant to the Loan Agreement and will be used by the Parish to: (i) finance the Project, and (ii) pay the costs of issuance of the Bonds.

SECTION 2. The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of \$5,000 or any integral multiple in excess thereof. The Bonds shall mature not later than twenty (20) years from the date of issuance and shall bear interest at a rate not to exceed seven percent (7.00%) per annum.

SECTION 3. The selection of Wells Fargo Securities, LLC (the "Purchaser") by the Authority as purchaser of the Bonds is hereby acknowledged and approved by the Governing Authority, provided that the Purchaser's proposal does not exceed the parameters set forth in Section 2 above, and the Parish President, the Clerk and/or the Chairman of the Governing Authority are hereby authorized to execute the Bond Purchase Agreement with the Purchaser, as described in Section 4 hereof in order to evidence such approval.

SECTION 4. The form and terms of the Loan Agreement, the Bond Purchase Agreement, the Control Agreement for Deposit Account, the Continuing Disclosure Certificate and all other ancillary documents (the "Parish Documents") are hereby authorized and approved in the forms approved by bond counsel to the Authority. The Loan Agreement shall obligate the Parish to pay to the Authority amounts necessary from GOMESA Revenues distributed to the Parish (the "Pledged Revenues") to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The Parish does hereby irrevocably and irrepealably pledge and dedicate such Pledged Revenues in an amount sufficient for the payment of its obligations pursuant to the Loan Agreement. It is the intention of the Parish that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that the Pledged Revenues so pledged and then or thereafter received by the Parish shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual agreements contained herein and in the Loan Agreement shall have priority over any or all other obligations and liabilities of the Parish, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Parish, irrespective of whether such parties have notice thereof. The Pledged Revenues shall be and remain pledged for the security and payment of the Bonds in principal and interest until the Bond shall have been fully paid and discharged.

SECTION 5. The execution and delivery of a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum, in the forms approved by bond counsel to the Authority, is hereby ratified and approved.

SECTION 6. The Parish President, the Clerk and/or the Chairman of the Governing Authority are hereby authorized to execute and deliver the Parish Documents and any and all other ancillary documents related thereto and necessary for the consummation of the transaction as contemplated by the Loan Agreement and the Bond Purchase Agreement.

SECTION 7. The Parish President, the Clerk and/or the Chairman of the Governing Authority are hereby authorized and directed to take all further action necessary or reasonably required to effect the Loan from the Authority evidenced by the Loan Agreement and is specifically authorized to approve any changes to the Loan Agreement and all other ancillary documents approved by counsel to the Parish and bond counsel to the Authority, such approval to be conclusively evidenced by its execution thereof.

SECTION 8. The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendments thereto (the "Code") to establish, maintain and preserve the exclusion from "gross income" of interest on the tax-exempt Bonds under the Code. The Parish further covenants and agrees that it will not take any action, fail to take any action or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Parish to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in inclusion of interest on

any Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds; or (ii) the failure to pay any required rebate of arbitrage earnings to the United State of America; or (iii) use of Bond proceeds in a manner that would cause the Bonds to be “*private activity bonds.*”

SECTION 9. The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

SECTION 10. The Parish President, the Clerk and/or the Chairman of the Governing Authority are hereby authorized and directed to do any and all things necessary and incidental to carry out the provisions of this Ordinance and effect the completion of the Project and to assist the Authority in carrying out its functions in connection with the financing.

SECTION 11. This Ordinance shall become effective immediately.

(Remainder of this page intentionally left blank)

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 13th day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo
Clerk of Council
Tangipahoa Parish Council

Bobby Cortez
Chairman
Tangipahoa Parish Council

INTRODUCED: October 22, 2018

PUBLISHED: November 8, 2018

DAILY STAR
OFFICIAL JOURNAL

ADOPTED: November 13, 2018

DELIVERED TO PRESIDENT: _____ day of November, 2018 at _____.

APPROVED BY PRESIDENT: _____
 Robby Miller Date

VETOED BY PRESIDENT: _____
 Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of November, 2018 at _____.

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana (the “*Governing Authority*”), do hereby certify that the foregoing constitutes a true and correct copy of an Ordinance adopted by the Governing Authority on November 12, 2018, authorizing the Parish of Tangipahoa, State of Louisiana to proceed with a not to exceed \$9,000,000 financing through the Louisiana Local Government Environmental Facilities and Community Development Authority; authorizing and ratifying the Parish’s request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale thereof to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto.

I further certify that this Resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have subscribed my official signature as Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as governing authority of the District, on this, the 12th day of November, 2018.

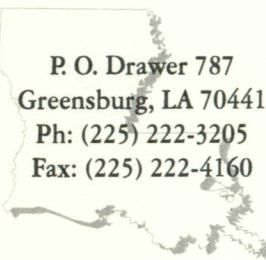
Kristen Pecararo, Clerk
Tangipahoa Parish Council

BACKUP MATERIAL FOR AGENDA ITEM:

Introduction of T.P. Ordinance No. 18-67- An ordinance to revise, amend, enact, and re-enact Section 19-663 of Chapter 19 of the Tangipahoa Parish Code of Ordinances to revise and amend the boundaries of the Road Lighting District No. 5 of Tangipahoa Parish, Louisiana



Scott M. Perrilloux
District Attorney
21st Judicial District
Livingston, St. Helena and Tangipahoa Parishes



Clifton T. Speed
ASSISTANT DISTRICT ATTORNEY

Email: cspeed@21jdda.org

Ms. Kristen Pecararo

Clerk

Tangipahoa Parish Council

Post Office Box 215

Amite, Louisiana 70422

October 31, 2018

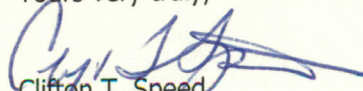
RE: An Ordinance To Revise, Amend, Enact and Re-Enact Section 19-663 Of Chapter 19 Of The Tangipahoa Parish Code Of Ordinances To Revise And Amend The Boundaries Of The Road Lighting District Number 5 Of Tangipahoa Parish, Louisiana

Dear Kristen:

Councilman David Vial requested that I prepare the enclosed ordinance expanding the boundary's of the Tangipahoa Parish Road Lighting District Number 5. In connection with this expansion, Mr. Vial anticipates calling an election to expand the taxing base of the district to include the new and added portion of this district. For that reason, upon the preparation of this ordinance, I forwarded to Jim Ryan for his review and consideration. My email dated October 22, 2018 I was advised that the ordinance was acceptable to him. Accordingly, I believe that this ordinance is now ready to be included for introduction on the agenda of the Tangipahoa Parish Council. If you have any questions or need any additional information regarding this matter, please do not hesitate to contact me.

With best regards, I remain

Yours very truly,


Clifton T. Speed
Assistant District Attorney

CTS/jdt

cc: Mr. James R. Ryan
Government Consultants of Louisiana, Inc.
16835 Shady Arbor Lane
Baton Rouge, Louisiana 70817
Email: ryan7243@bellsouth.net

Mr. David P. Vial
Councilman
Tangipahoa Parish Council
47162 Oak Creek Trace
Hammond, Louisiana 70401
Email: district8@tangipahoa.org

C:\Users\Audrey\Documents\Speed Files\TANGIPAHOA PARISH GOVERNMENT COUNCIL\ROAD LIGHTING DISTRICT #5\10 31 2018 ltr. Kristen re ordinance to be placed on agenda w cc to James Ryan and David Vial.wpd

"AN ORDINANCE TO REVISE, AMEND, ENACT AND RE-ENACT
SECTION 19-663 OF CHAPTER 19 OF THE TANGIPAHOA PARISH CODE OF ORDINANCES
TO REVISE AND AMEND THE BOUNDARIES OF THE ROAD LIGHTING DISTRICT NUMBER 5
OF TANGIPAHOA PARISH, LOUISIANA"

WHEREAS, there is an additional adjacent group of homes located contiguous to but outside of the current boundaries of the Road Lighting District Number 5 of Tangipahoa Parish, Louisiana where the residents desire to become a part of the district;

WHEREAS, the addition of this additional area into and as a part of the Road Lighting District Number 5 of Tangipahoa Parish, Louisiana is in the best interest of the lighting district and will benefit the residents requesting to be included in the aid road lighting district; and

WHEREAS, enlarging the Road Lighting District Number 5 of Tangipahoa Parish, Louisiana will provide increased visibility and thereby contribute to the safety and well being of the residents located within the expanded road lighting district.

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council, the legislative branch of parish government, which along with the Parish President of Tangipahoa Parish, Louisiana constitute the parish government, the said Tangipahoa Parish Council-President Government having a Home Rule form of government and acting pursuant to the authority of that Home Rule Charter which became effective on October 27, 1986 as follows:

That Section 19-663 of Chapter 19 of the Code of Ordinances is hereby revised, amended, enacted and re-enacted to read as follows:

Section 19-663. Created; boundaries.

a) Pursuant to that authority contained in Louisiana Revised Statute 48:1306 and such other constitutional and statutory authority as may be applicable, there is hereby created a road lighting district and an expanded road lighting district in the Parish of Tangipahoa to be known as Road Lighting District Number 5 of Tangipahoa Parish, Louisiana.

b) The boundaries of the Road Lighting District Number 5 of Tangipahoa Parish, Louisiana, shall be as follows:

A certain plot or parcel of land lying within the Parish of Tangipahoa in the State of Louisiana and more particularly described as follows:

Beginning at the Southwest corner of irregular Section 10, T6S, R8E, Greensburg Land District, St. Helena Meridian, also being the Northeast corner of Section 16 of said township; thence proceed Northerly along the West line of said Section 10 to its intersection with the Southwest line of Headright 37 of said township; thence proceed Southeasterly along the Southwestern boundary of the said Headright 37 to its Southern most corner; thence proceed Northeasterly along the Southeastern boundary of said Headright 37 to its intersection with the Western boundary of Section 14 of said township; thence proceed Southerly along the Western boundaries of said Section 14 and irregular Section 23 to the Southwest corner of said Section 23; thence proceed Easterly along the South line of said Section 23, also being the North line of Section 26, of said township to its intersection with the West line of Headright 39 of said township; thence proceed Southerly and Easterly along the boundaries of Headright 39 to the Northwest corner of Headright 45 of said township; thence proceed Southerly along the Western boundary of said Headright 45 to its intersection with the most Northerly "Northeast corner" of irregular Section 35 of said township; thence proceed West along the North line of said Section 35 to its Northwest corner; thence proceed Southerly along the West boundary of said Section 35 to its intersection with the North right of way line of Interstate Highway 12; thence proceed Westerly along said right of way line to its intersection with the West line of Section 33 of said township; thence proceed Northerly along the West lines of said Section 33, Section 28 and Section 21, all of said township, to the Northwest corner of the

Southwest quarter (SW 1/4) of said Section 21; thence proceed Easterly and Northerly along the center lines of said Section 21 and Section 16 to the North line of said Section 16; thence proceed Easterly along the North line of Section 16 to the Point of Beginning. There is specifically excepted from the above described area any portion thereof located within the City limits of Hammond, Louisiana.

And

A certain plot or parcel of land lying within the Parish of Tangipahoa and more particularly described as follows:

Commencing at a point which is 657.10 feet North of the Southeast corner of Section 9, T6S, R8E, Greensburg Land District, St. Helena Meridian in Tangipahoa Parish, Louisiana; thence proceed South 76 deg. 27 min. West, 553.90 feet and corner; thence proceed North, 358.52 feet and corner; thence proceed North 76 deg. 27 min. West, 125.00 feet and corner; thence proceed North, 463.11 feet and corner; thence proceed East, 660.00 feet and corner; thence proceed South, 662.90 feet to the Point of Beginning.

IT IS FURTHER ORDAINED by the Tangipahoa Parish Council that this ordinance, having been duly introduced, having been the subject of a public hearing and having been passed into law thereafter be promulgated by publication of notice of its passage along with a complete copy of the ordinance in the official journal of the Tangipahoa Parish Council-President Government and after thirty (30) days from this publication, it shall take effect and be in full force and effect.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at a duly scheduled and noticed public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

The motion to adopt this ordinance was made by _____ and seconded by _____.

The vote thereon was as follows:

YEAS: 1) _____
2) _____
3) _____
4) _____
5) _____
6) _____
7) _____
8) _____
9) _____
10) _____

NAYS: 1) _____
2) _____
3) _____
4) _____

NOT VOTING: 1) _____
2) _____
3) _____

ABSENT: 1) _____
2) _____
3) _____

WHEREUPON the above and foregoing ordinance was declared duly adopted on this _____ day of November, 2018 at Amite, Tangipahoa Parish, Louisiana.

John R. "Bobby" Cortez
Chairman
Tangipahoa Parish Council

ATTEST:

Kristen Pecararo
Clerk of Council
Parish of Tangipahoa

Introduced: _____, 2018.
Published: _____, 2018.

Delivered to Parish President: _____, 2018
at _____ o'clock _____.m.

Approved by Parish President: _____, 2018
at _____ o'clock _____.m.

Tangipahoa Parish President

Vetoed by Parish President: _____, 2018
at _____ o'clock _____.m.

Tangipahoa Parish President

Received by Council Clerk from Tangipahoa Parish President:
_____, 2018 at _____ o'clock _____.m.

Kristen Pecararo
Clerk of Council
Parish of Tangipahoa

BACKUP MATERIAL FOR AGENDA ITEM:

Adoption of T.P. Resolution No. R18-27- Design exception request- State Project Nos. H.011527 – F.A.P. No. H011527 – Randall Road Bridge Creek and Vitrano Road Bridge Creek Federal Aid Off-System Bridge Program, Tangipahoa Parish, State of Louisiana from DOTD

T.P. RESOLUTION NO. R18-27

DESIGN EXCEPTION REQUEST – STATE PROJECT NOS. H.011527 F.A.P.
H011527 – RANDALL ROAD BRIDGE CREEK AND VITRANO ROAD BRIDGE
CREEK FEDERAL AID OFF-SYSTEM HIGHWAY BRIDGE PROGRAM,
TANGIPAHOA PARISH, STATE OF LOUISIANA FROM DOTD

BE IT RESOLVED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a request is hereby made to the LA-DOTD for a design exception on State Project Nos. H.011527 – F.A.P. No. H011527 – Randall Road Bridge Creek and Vitrano Road Bridge Creek Federal Aid Off-System Bridge Program, Tangipahoa Parish, State of Louisiana for the following conditions:

* Site 1- Design Exception for the use of a tapered concrete barrier rail on the northeast and southwest ends of the approach slabs in lieu of using a 75’ guard rail with MASH tested TL-3 end treatment on those corners

* Site 1- Design Exception for the use of a 6’ shoulder in lieu of using an 8’ shoulder as required according to the 2400 ADT at this site.

* Site 3- Design Waiver for the use of 50’ guard rail with TL-2 end treatment installed at all 4 corners of the bridge in lieu of 75’ guard rail with MASH tested TL-3 end treatment. The TL-2 is adequate for 45 MPH speeds; the project is an RL-1, with 30 mph design speed.

On motion by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the 13th day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Bobby Cortez, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

BACKUP MATERIAL FOR AGENDA ITEM:

Adoption of T.P. Resolution No. RI8-28- A resolution authorizing a cooperative endeavor agreement between the Tangipahoa Parish Council-President Government and the Tangipahoa Alcohol and Drug Abuse Council to create a partnership to provide prevention services and authorizing the Parish President to sign any and all documents in regards therein

T.P. RESOLUTION NUMBER R18-28

“A RESOLUTION AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT AND THE TANGIPAHOA ALCOHOL AND DRUG ABUSE COUNCIL TO CREATE A PARTNERSHIP TO PROVIDE PREVENTION SERVICES AND AUTHORIZING THE PARISH PRESIDENT TO SIGN ANY AND ALL DOCUMENTS IN REGARDS THEREIN”

WHEREAS, there is a need in Tangipahoa Parish, Louisiana to provide information, education and other assistance to young people and families in particular and the public in general so as to decrease the usage of alcohol, tobacco and other drugs within Tangipahoa Parish; and

WHEREAS, the Tangipahoa Parish Council-President Government can partner with the Tangipahoa Alcohol and Drug Abuse Council in providing programs to prevent and decrease the use of alcohol, tobacco and other drugs in Tangipahoa Parish; and

WHEREAS, this proposed cooperative endeavor agreement is in the best interest of the parish as a whole.

THEREFORE, BE IT RESOLVED by the Tangipahoa Parish Council, the legislative branch of parish government, which along with the Parish President of Tangipahoa Parish, Louisiana constitute the parish government, the said Tangipahoa Parish Council-President Government having a Home Rule form of government and acting pursuant to the authority of that Home Rule Charter which became effective on October 27, 1986 as follows:

That the herein prosed and attached cooperative endeavor agreement between the Tangipahoa Parish Council-President Government and the Tangipahoa Alcohol And Drug Abuse Council be approved by the parish government in its current and that the Tangipahoa Parish President, Charles Robert “Robby” Miller, Jr., is hereby authorized and directed to execute this cooperative endeavor agreement as the representative of and for the parish government.

That the salary of the TADAC/TRACC Prevention Manager shall be approved by the parish government upon recommendation of the parish president and the passage of a resolution of approval by the Tangipahoa Parish Council.

Minor amendments to this cooperative endeavor agreement shall be approved by the parish president, who must recommend to the parish council and any such proposed amendments or changes and thereafter these amendments or changes must be approved by the resolution of the parish council.

BE IT FURTHER RESOLVED by the Tangipahoa Parish Council that this agreement shall take effect immediately upon the signature of all parties.

The motion to adopt was made by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the 13th day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

Bobby Cortez, Chairman
Tangipahoa Parish Council

ATTEST:

Kristen Pecararo, Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

COOPERATIVE ENDEAVOR
AGREEMENT BY AND BETWEEN
THE TANGIPAOA PARISH
COUNCIL-PRESIDENT GOVERNMENT
AND
THE TANGIPAOA ALCOHOL AND
DRUG ABUSE COUNCIL

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF TANGIPAOA

This cooperative endeavor agreement is made and entered into this ____ day of December in the year of our Lord and Savior two thousand and eighteen (2018) by and between the TANGIPAOA PARISH COUNCIL-PRESIDENT GOVERNMENT, a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, with a physical address at the Tangipahoa Parish Courthouse Annex located at 206 East Mulberry Street, Amite, Louisiana 70422, herein represented by its parish president, Charles Robert "Robby" Miller, Jr., appearing herein pursuant to and by authority of that resolution duly adopted at a regular meeting of the Tangipahoa Parish Council held on November 13, 2018 and signed into law by the Tangipahoa Parish President, Charles Robert "Robby" Miller, Jr., on November ____, 2018, a certified true copy of which resolution provided by Kristen Pecararo, Clerk of the Tangipahoa Parish Council is annexed hereto and made a part hereof, and the TANGIPAOA ALCOHOL AND DRUG ABUSE COUNCIL, a 501c3 non-profit agency, domiciled in Tangipahoa Parish, Louisiana with a physical and mailing address of 108 Pine Street, Hammond, Louisiana 70403, herein represented by its executive board president, Kimberly Caruso.

The Tangipahoa Parish Council-President Government, sometimes herein referred to as the "parish government", and the Tangipahoa Alcohol and Drug Abuse Council, sometimes herein referred to "TADAC" agree and contract as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of America or it agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Council-President Government, and the Tangipahoa Alcohol and Drug Abuse Council, desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the parties to this contract and agreement each have a duty and obligation to work with the citizens of Tangipahoa Parish, Louisiana to decrease alcohol, tobacco and other drug use generally but especially by the parish's young people;

WHEREAS, TADAC provides a drug prevention education program for young people and their parents;

WHEREAS, TADAC also provides parents with education about alcohol, tobacco and other drug use affecting the young people in Tangipahoa Parish, Louisiana;

WHEREAS, TADAC also supplies other resources and support to the community as a community-based alcohol, tobacco and other drug prevention services agency based in Tangipahoa Parish, Louisiana;

WHEREAS, the public purpose to be derived from this co-operative endeavor agreement is as follows: "To aid and assist TADAC in providing and expanding its work, to prevent the usage of alcohol, tobacco and other drugs and to help provide resources to those currently using alcohol, tobacco and other drugs to stop using these substances;"

WHEREAS, the actions and services required of the parish government pursuant to this agreement will result in a public benefit as described herein and are not disproportionate to the benefits received by the parish government; and

WHEREAS, this agreement is in the best interests of the parties and the citizens of Tangipahoa Parish, Louisiana.

NOW THEREFORE, in consideration of the mutual contracts, covenants and agreements herein contained, the legal obligation, the public purpose and the public benefit, the parties hereto each agree, contract and covenant as follows:

SCOPE OF SERVICES

The parish government, does agree and hereby covenant and contract as follows:

That it will fund the position of the Prevention Manager's salary that it will fund the standard parish employee benefits for this position including but not limited to health insurance and retirement benefits. This funding shall be paid from the budget of the Tangipahoa Parish Government Prevention Department Health Unit Fund.

That it will provide its own telephone and internet services for the office of the TADAC/TRACC Prevention Manager's Office. This funding for these services shall be paid from the budget of the Tangipahoa Parish Government Prevention Department Health Unit Fund.

That TADAC and the parish government have and do agree to share the use of all equipment needed to provide services to the public, including but not limited to telephones, printers, fax machines and computers. The costs of providing and services for any maintenance of this equipment is the sole responsibility of the agency who purchased the said equipment.

That the parish government is also solely responsible for the purchase and management of supplies/inventory used by its personnel when providing services to the public.

That the parish government shall utilize it's employee, the Prevention Manger, to provide alcohol, tobacco and drug prevention outreach services during it's regular days and hours of operation.

The TADAC agree hereby covenant and contract as follows:

That TADAC will share with the parish government office space in the Miller Memorial Library located at 108 South Pine Street, Hammond, Louisiana for the use of the parish government in housing the Tangipahoa Parish Prevention Department and the TRACC Coalition staff members.

That TADAC shall reimburse the parish government the salary portion of the Prevention Manager position through a monthly invoice submitted to the board by the parish government. This invoice shall not include the employee benefits which are the responsibility of the parish government.

That TADAC agrees to share the use of all equipment owned by it and needed to provide services to the public, including but not limited to telephones, printers, fax machines and computers. The costs of services for any maintenance of the aforementioned equipment is the sole responsibility of the TADAC.

FURTHERMORE, the parish government and TADAC each herein and hereby accept, agree to, covenant and contract as follows:

That the TADAC, in the past, has provided active outreach efforts to prevent the use of alcohol, tobacco and other drugs by young people throughout Tangipahoa Parish, Louisiana. Apparers recognize the need for continued services to be provided in Tangipahoa Parish, Louisiana and due to the fact that TADAC can provide space for the parish government in the Miller Memorial Library, the parties have agreed to mutually cooperate so that these said services can be provided. The parties also agree that the parish government will not be charged a fee for the use of the space at the Miller Memorial It is understood that this agreement will further the mission of both agencies.

TADAC agrees to share space at the Miller Memorial Library for use by the parish government to house the Parish Government's Prevention Department and TRACC Coalition staff members. The parish government agrees in cooperation and partnership with TADAC to provide prevention outreach services utilizing the designated space, except on declared/observed parish holidays and building closure(s) due to unforeseen circumstances, including, but not limited to, maintenance and severe weather.

It is specifically understood that the parish government shall not be responsible for costs regarding current building maintenance or utility obligations other than phone and internet services. The parish government will obtain its own telephone and internet services. TADAC and the parish government agree to share the use of all equipment needed to provide services to the public, including, but not limited to, telephones, printers, fax machines and computers. The costs of services for any maintenance of aforementioned equipment is the sole responsibility of the agency who purchased said equipment. Also, the parish government is solely responsible for the purchase and management of supplies/inventory used by its personnel when providing services to the public in the Miller Memorial Library. The parish government may store equipment as needed for the operation of prevention services on the premises.

The parish government agrees that it will make no physical changes to the building without providing written notice to TADAC and only after receiving formal consent from the City of Hammond.

TADAC will continue to operate as an independent 501c3 entity. TADAC will maintain an executive board and abide by all current by-laws and articles of incorporation as required by law for non-profit entities. TADAC will continue to maintain separate financial budget independent of the parish government. TADAC's agreements with the City of Hammond will remain in place which includes custodial and maintenance services. TADAC will not be responsible for any costs incurred by the parish government in relocating its staff and equipment to this facility nor within the facility.

The Prevention Manager will be a parish government employee, however TADAC will reimburse the parish government the salary portion of their position through a monthly invoice submitted to the board. The cost of other employee benefits will be paid by the parish government. A sub-contract to this agreement will be initiated for the salary reimbursement once a candidate is hired and the salary amount is agreed upon. The parish government will be responsible for the related benefits for the position. The manager will report to the community development director. The said prevention manager will attend all required meetings for TRACC & TADAC as identified by the Tangipahoa Parish Community Development Director and TADAC Board President. All Tangipahoa Parish Prevention Department personnel and TADAC staff will be housed at the Miller Memorial Library and be supervised by the Prevention Manager. All staff are to abide by the Tangipahoa Parish Government Personnel Manual.

Interviews for the Prevention Manager position will be conducted by a panel consisting of a representative of the Human Resource Department of the Tangipahoa Parish Government, a TRACC Executive Board Representative, a TADAC Executive Board Representative and the Community Development Director.

In the event of any Prevention Department staff position vacancies, hiring will be in accordance with the Human Resource Department policies of the Tangipahoa Parish Government.

Hiring for the TADAC Programs Coordinator position will be at the discretion of the TADAC board, and as all funding for this position will be the responsibility of TADAC.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that nothing contained in this cooperative endeavor agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties. Neither party shall be liable for the other party's debts, obligations or liabilities.

TERM OF AGREEMENT

This agreement shall begin on _____, 2018 and shall continue for a period of indefinitely thereafter and terminate on either party giving a written notice to

terminate the cooperative endeavor agreement sixty (60) days in advance of the termination date.

TERMINATION CLAUSE

The above and foregoing notwithstanding, either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Each party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement provided that the party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to TADAC by the parish government shall remain the property of the parish government and shall be returned by TADAC to the parish government at the parish government'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 parish government or its employees or TADAC in connection with the performance of this contract and cooperative agreement shall become the property of the parish government and shall, upon request, be returned by TADAC to the parish government at the termination or expiration of this Agreement. The above and foregoing notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement.

NONASSIGNABILITY

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

AUDITORS CLAUSE

It is agreed to by both parties that the Louisiana Legislative Auditor and/or the Office of the Governor, Division of Administration's auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

INDEMNIFICATION

The parties each shall indemnify and save harmless the other party against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the

discharge or performance of the terms of this agreement. Such indemnification shall include all reasonable fees and costs of litigation, including but not limited to attorney fees.

LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

SEVERABILITY

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT/MODIFICATION

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

DISCRIMINATION CLAUSE

The parties agree 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 the State/City/OPS agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement by the other party or parties.

CONTROLLING LAW

The valid interpretation and performance of this agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

NOTICES

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 shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Tangipahoa Parish Council-President Government
Attn: Parish President
Post Office Box 215
Amite, Louisiana 70422

Tangipahoa Alcohol And Drug Abuse Council
Attn: Executive Board President
108 South Pine Street
Hammond, Louisiana 70403

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:

(Print Name)

(Print Name)

TANGIPAHOA PARISH COUNCIL-
PRESIDENT GOVERNMENT BY:

Charles Robert "Robby" Miller, Jr.,
Tangipahoa Parish President

WITNESSES:

(Print Name)

(Print Name)

TANGIPAHOA DRUG AND ALCOHOL
COUNCIL BY:

Kimberly Caruso
Executive Board President

RESOLUTION NUMBER _____ OF 2018

“A RESOLUTION AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT AND THE TANGIPAHOA ALCOHOL AND DRUG ABUSE COUNCIL TO CREATE A PARTNERSHIP TO PROVIDE PREVENTION SERVICES AND AUTHORIZING THE PARISH PRESIDENT TO SIGN ANY AND ALL DOCUMENTS IN REGARDS THEREIN”

WHEREAS, there is a need in Tangipahoa Parish, Louisiana to provide information, education and other assistance to young people and families in particular and the public in general so as to decrease the usage of alcohol, tobacco and other drugs within Tangipahoa Parish; and

WHEREAS, the Tangipahoa Parish Council-President Government can partner with the Tangipahoa Alcohol and Drug Abuse Council in providing programs to prevent and decrease the use of alcohol, tobacco and other drugs in Tangipahoa Parish; and

WHEREAS, this proposed cooperative endeavor agreement is in the best interest of the parish as a whole.

THEREFORE, BE IT RESOLVED by the Tangipahoa Parish Council, the legislative branch of parish government, which along with the Parish President of Tangipahoa Parish, Louisiana constitute the parish government, the said Tangipahoa Parish Council-President Government having a Home Rule form of government and acting pursuant to the authority of that Home Rule Charter which became effective on October 27, 1986 as follows:

That the herein proposed and attached cooperative endeavor agreement between the Tangipahoa Parish Council-President Government and the Tangipahoa Alcohol And Drug Abuse Council be approved by the parish government in its current and that the Tangipahoa Parish President, Charles Robert “Robby” Miller, Jr., is hereby authorized and directed to execute this cooperative endeavor agreement as the representative of and for the parish government.

BE IT FURTHER RESOLVED by the Tangipahoa Parish Council that this agreement shall take effect immediately upon the signature of all parties.

The motion to adopt was made by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the ____ day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Bobby Cortez, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

BACKUP MATERIAL FOR AGENDA ITEM:

Adoption of T.P. Resolution No. RI8-29- Resolution of support for the application to Encore Louisiana for Tangipahoa Parish to be designated a “Certified Retirement Community” and all accompanying benefits, and requests the Commission grant the designation to Tangipahoa Parish for the period of 2019-2024

Tangipahoa Parish Resolution No. R18-29

WHEREAS, the Tangipahoa Parish Council sets policy and encourages programs for the benefit of the entire parish community, and is interested in and looks for opportunities to build a community welcoming to residents of all ages, and

WHEREAS, the Louisiana Legislature recognized existence of an emerging industry with the fifty-year-old and above demographic, it finds that the state has a role and responsibility in developing Louisiana as a desirable place of residence for this age cohort.

WHEREAS, the purpose of a retirement community certification program is to encourage tourism and economic development, and

WHEREAS, the Certified Retirement Community Program not only wants to encourage new residents to retire in their communities, but they also want to keep existing residents, and

WHEREAS, the Encore Louisiana Commission is charged with providing governance and direction for state-level marketing efforts, networking opportunities and possibly grant funding to participating local entities, and

WHEREAS, the Tangipahoa Parish Convention and Visitors Bureau, with assistance from Tangipahoa Parish Government and Tangipahoa Parish Economic Development seeks to claim the “Certified Retirement Community” designation for Tangipahoa Parish from the Encore Louisiana Commission to further enhancing its marketing efforts to older travelers and potential retirees looking for a location for a retirement residence, and

WHEREAS, the Council feels that receiving the “Certified Retirement Community” designation could help encourage retirees to consider Tangipahoa Parish as a community in which to establish a residence, and

THEREFORE BE IT RESOLVED, that the Council supports the application to Encore Louisiana for Tangipahoa Parish to be designated a “Certified Retirement Community” and all accompanying benefits, and requests the Commission grant the designation to Tangipahoa Parish for the period of 2019-2024

On motion by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the 13th day of November, 2018 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Bobby Cortez, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

BACKUP MATERIAL FOR AGENDA ITEM:

Approval of an Intergovernmental Agreement between the Tangipahoa Parish Government and the Tangipahoa Parish Gravity Drainage District No. 1 in regards to the My People 123 application

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of November 01, 2018, by and between Tangipahoa Parish Government ("TPG") of 206 E. MULBERRY ST., AMITE CITY, Louisiana 70422, and National Public Opinion LLC ("NPO") of 43233 S. Airport Rd #104, Hammond, Louisiana 70403.

1. DESCRIPTION OF SERVICES. Beginning on November 01, 2018, NPO will provide to TPG the following services (collectively, the "Services"): Provide mobile application subscription services of modifiable constituent databases with external reporting abilities (©My People 123 App) for ten (10) council district accounts and one (1) parish-wide database account. The master/manager user (council members/parish president) for each account can add up to 4 additional users on their account e.g. council clerk, drainage board director, CAO, and etc. Only the ©My People 123 constituent services subscription will be provided in this agreement and no other product of NPO.

2. PAYMENT. Payment shall be made to National Public Opinion LLC, 43233 S. Airport Rd #104, Hammond, Louisiana 70403.

TPG agrees to pay NPO as follows: One lump sum payment of \$17,500.00 beginning November 15, 2018 and at the beginning of each annual subscription thereafter. TPG shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if TPG fails to pay for the Services when due, NPO has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

An authorized agent of National Public Opinion LLC will receive payment for services from TPG offices when the payment is ready to be picked up.

3. TERM. This Contract for subscription service will automatically renew and be paid for annually on November 15 of each year. It shall be incumbent that NPO notify TPG of the auto renewal at least 60 days prior to the auto renewal. Either party of this agreement may terminate the renewal with a 30-day notice; sent by registered mail. Only through financial exigency shall non-appropriation be a condition of termination for this agreement.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by NPO in connection with the Services will be the exclusive property of NPO. Upon request, TPG will execute all documents necessary to confirm or perfect the exclusive ownership of NPO to the Work Product. TPG will retain ownership of only that information in the database(s) that has been modified, edited, and or added to while in use.

5. CONFIDENTIALITY. NPO, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of NPO, or divulge, disclose, or communicate in any manner, any information that is proprietary to TPG. NPO and

its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by TPG of these confidentiality obligations which allows NPO to disclose TPG's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. Upon termination of this Contract, NPO will return to TPG all records, notes, documentation and other items that were used, created, or controlled by NPO during the term of this Contract.

6. WARRANTY. NPO shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in NPO's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to NPO on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision

shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law in the 21st JDC in Tangipahoa Parish, LA.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Louisiana.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. for Tangipahoa Parish Government, and Anthony Licciardi, Jr. for National Public Opinion LLC, effective as of the date first above written.

Service Recipient:

Tangipahoa Parish Government

By: Authorized TPG Agent

Service Provider:

National Public Opinion LLC

By: Anthony Licciardi, Jr.

BACKUP MATERIAL FOR AGENDA ITEM:

Appoint/Re-appoint Tangipahoa Voluntary Council on Aging

Tangipahoa Voluntary Council on Aging
(3 year terms)

Contact: Mrs. Debi Flemming
985-748-7486
106 North Bay Street
Amite, La 70422

Meets 3rd Wednesday of month
at 8:30AM. Location rotates

Commissioner	Appointed By	Term	Expiration
Juiet Schillings	1	1	October 2020
Ronald Peevy	2	1	October 2020
Jacqueline Giesey	3	2	October 2018
Robin Dagro	4	1	October 2019
Elsa Blessey 985-320-2131	5	Unexpired	October 2018
Coleen Ebarb	6	1	October 2020
Delmas Dunn	7	2	October 2018
Frank Fortenberry	8	1	October 2020
Carl Wells	9	1	October 2018
Thomas Freeman	10	2	October 2018