PUBLIC NOTICE - ST. BERNARD PARISH COUNCIL MEETING - AGENDA

Email: radams@sbpg.net (504) 278-4228 (504) 278-4209 (fax) Posted 2/28/19

Wednesday, March 6, 2019 7:00 p.m. Council Chambers Page 1 of 5

Sign Interpreter will be provided if requested 48 working hours in advance. Should an interpreter be needed, it is advised that the interested person contact the Clerk of Council at 278-4228. All accessible formats are available upon request.

A. Meeting Called to Order and Roll Call
B. Remind Public that no food or drink is allowed in the Council Chambers
C. Remind Public of Cell Phone Ordinance SBPC #815-02-08
D. Invocation by Pastor Trevor Truitt with Celebration Church
E. Pledge of Allegiance by Councilmember Montelongo
F. Recognize Elected Officials

APPROVAL OF MINUTES

1. Motion to approve the minutes of the February 19, 2019 Regular Council Meeting as published in the official journal, the St. Bernard Voice on Friday, March 1, 2019. (Council Chair)

RECOGNITION

2. Motion to recognize Deputy Chief Joseph Dullary for 30 years of service with the St. Bernard Parish Fire Department. (Administration)

3. Councilmember’s for a District Update

4. Guy McInnis, President’s Report

5. Recognize the Public

PUBLIC HEARINGS

6. Summary No. 3683
   Introduced by: Councilmember Gorbaty on 2/5/19
   Planning Commission recommend APPROVAL on 2/26/19

   AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-4, GENERAL PROVISIONS; SUBSECTION 22-4-3, EXCEPTIONS AND MODIFICATIONS; SUBSUBSECTION 22-4-3.2; EXCEPTIONS TO AREA REGULATIONS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

7. Summary No. 3686
   Introduced by: Administration on 2/19/19

   AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

8. Summary No. 3687
   Introduced by: Councilmember Luna on 2/19/19

   AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.
9. Summary No. 3688
   Introduced by: Administration on 2/19/19

   AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

RESOLUTIONS

10. Adopt Resolution SBPC #1916-03-19, approving permits as recommended by the Alcohol Beverage and Bingo Department:
    (Administration)

    Beer and/or Liquor Permit(s)

    1. Cy's Bar LCC, dba Cy's Bar 817 East St. Bernard Highway., Chalmette, La 70043 Owner: Nicole Matherne (New) (Beer & Liquor)

    2. Rocky & Carlo’s Inc. dba Rocky & Carlo’s Restaurant & Bar 613 W. St Bernard Highway, Chalmette, La 70043 Owners: Thomas Tommaseo, Tommoso G. Tommaseo & Leonardo Tommaseo Gioe (Renewal) (Beer & Liquor)

    3. Tam Hoang, Inc. dba Saints Food Store 8953 W. Judge Perez Dr., Chalmette La 70043 Owners: Minh Van Nguyen & Tan Vu (Renewal) (Beer & Liquor)

    4. The Kimmy Group, LLC dba The Palms Too 8001-B W. St. Bernard Highway, Arabi, La 70032 Member: Charles L. Bienvenu (Renewal) (Beer & Liquor)

    5. The Paris Diner, LLA dba The Parish Diner 2401 Paris Road, Chalmette, La 70043 Owner: Chad Blanchard (Renewal) (Beer & Liquor)

    6. Rana & Sons, LLC dba Discount Food Mart 7011 St. Claude Avenue, Arabi, La 70032 Members: Rana S. Rasool & Rana M. Rasool (Renewal) (Beer & Liquor)

    7. Smart Win, LLC dba Discount Food Mart 2, 1800 E. Judge Perez Dr., Chalmette, La 70043 Members: Rana S. Rasool & Rana M. Rasool (Renewal) (Beer & Liquor)

    8. Pons-A Pack Inc. dba Ponstein’s Food Store 3523 Paris Road, Chalmette, La, 70043 Owner: Neil Ponstein (Renewal) (Beer & Liquor)

    9. Reminiscence Palace, LLC dba Reminiscence Palace 5009 E. St. Bernard Highway, Meraux, La 70075 Owner: LaDonya Noble-Robinson (Renewal) (Beer & Liquor)

    10. Nap’s Place, LLC dba Speck’s Bar 2603 Hopedale Highway, St. Bernard, La, 70085 Members: Craig & Aline Napoli (Renewal)(Beer & Liquor)
Special Event

1. Name of Organization: St. Bernard Parish Department of Parks and Recreation, Leisure Department
Address: 1101 Magistrate St. Chalmette, La 70043
Event: Wine Down Wednesdays Concert Series
Location: Torres Park Amphitheater (Rain-outs in the Civic Center Ballroom)
Date: 2019 Dates- March 13th, April 10th, May 8th, September 11th, October 9th, & November 13th
Time: 6:00PM-8:00PM
Contact: Melissia O’Neil or Denise Montalbano

2. Name of Organization: St. Bernard BPW
Address: Po Box 65, Chalmette, La 70043
Event: St. Bernard BPW Fashion Show Luncheon
Location: Docville Farm- 5124 E. St. Bernard Hwy
Date: April 5, 2019
Time: 11AM-1PM
Contact: Joy Lemoine

11. Adopt Resolution SBPC #1917-03-19, a resolution supporting the Parish President to execute Amendment No.1 to the Sub Recipient Agreement with Nunez Community College to extend the termination date and revise the scope and budget of the agreement. (Administration)

12. Adopt Resolution SBPC #1918-03-19, a resolution authorizing the Parish President to enter into a Cooperative Endeavor Agreement (CEA) with the Regional Planning Commission (RPC) to purchase an Electric Vehicle through the Congestion Mitigation and Air Quality (CMAQ) Funding Clean Fuel Transition Fund for Public Fleets. (Administration)

ADOPTION

13. Summary No. 3683
Introduced by: Councilmember Gorbaty on 2/5/19
Planning Commission recommended APPROVAL on 2/26/19
Public Hearing held on 3/6/19

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-4, GENERAL PROVISIONS; SUBSECTION 22-4-3, EXCEPTIONS AND MODIFICATIONS; SUBSUBSECTION 22-4-3.2; EXCEPTIONS TO AREA REGULATIONS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.
14. **Summary No. 3686**  
Introduced by: Administration on 2/19/19  
Public Hearing held on 3/6/19  
AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

15. **Summary No. 3687**  
Introduced by: Councilmember Luna on 2/19/19  
Public Hearing held on 3/6/19  
AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

16. **Summary No. 3688**  
Introduced by: Administration on 2/19/19  
Public Hearing held on 3/6/19  
AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

**INTRODUCTION**

17. **Summary No. 3689**  
Introduced by: Administration on 3/6/19  
AN ORDINANCE TO AMEND CHAPTER 17; PERSONNEL, ARTICLE V; DISCIPLINARY ACTIONS, SECTION 17-121; DISCIPLINARY PROCEDURE IN THE ST. BERNARD PARISH CODE OF ORDINANCES.

18. **Summary No. 3690**  
Planning Commission recommended APPROVAL on 2/26/19  
Introduced by: Administration on 3/6/19  
AN ORDINANCE TO APPROVE DOCKET Z-2019-004, PETITION OF MICHAEL CHIANELLI FOR A ZONING CHANGE FROM R-2 (TWO FAMILY RESIDENTIAL) AND C-1 (NEIGHBORHOOD COMMERCIAL) TO C-2 TO OPERATE A USED CAR LOT. PROPERTY LOCATION: 3737 PARIS RD. CHALMETTE, LA 70043.

19. **Summary No. 3691**  
Planning Commission recommended Vote for Approval w/conditions failed 3-3 vote. No Recommendation on 2/26/19  
Introduced by: Administration on 3/6/19  
AN ORDINANCE TO APPROVE DOCKET Z-2019-005, PETITION OF THE DANCE CONNECTION FOR A ZONING CHANGE FROM C-1 (NEIGHBORHOOD COMMERCIAL) TO C-2 (GENERAL COMMERCIAL) AND A CONDITIONAL USE PERMIT TO ALLOW LIGHT MANUFACTURING. PROPERTY LOCATION: 1009 E. JUDGE PEREZ DR. CHALMETTE, LA 70043.
20. **Summary No. 3692**
   Planning Commission recommended **APPROVAL** on 2/26/19
   Introduced by: Administration on 3/6/19

   AN ORDINANCE TO APPROVE DOCKET Z-2019-006, PETITION OF JOHN KAMLADE JR. FOR A ZONING CHANGE FROM R-3 (MULTI-FAMILY RESIDENTIAL AND C-1 (NEIGHBORHOOD COMMERCIAL) TO C-2 (GENERAL COMMERCIAL) AND A CONDITIONAL USE PERMIT TO ALLOW VEHICLE STORAGE LOT. PROPERTY LOCATION: 2025 LICCIARDI LANE VIOLET, LA 70092.

**OTHER MATTERS**


22. Motion to discuss and take any action as it relates to information received from the Coastal Zone Advisory Committee.

**EXECUTIVE SESSION**

23. Motion to enter into Executive Session to discuss Ryan Fink v. St. Bernard Parish Government, U.S. E.D. LA #18-5447.

   Next Regular scheduled Council Meeting will be held Tuesday, March 19, 2019 @ 3:00 p.m.

Approved by: __Richard “Richie” Lewis  
Time: 3:12 p.m.  
Date: 2/28/19
EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, MARCH 6, 2019 AT THREE O’CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to approve the minutes of the February 5, 2019 Regular Council Meeting as published in the official journal, the St. Bernard Voice on Friday, March 1, 2019.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD ON TUESDAY, FEBRUARY 19, 2019 AT 3:00 P.M. IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA.

The St. Bernard Parish Council, the Governing Authority, met in Regular Session on Tuesday, February 19, 2019 at three o’clock p.m. pursuant to notice given to each member and posted in the manner required by law.

The meeting convened at 3:01 p.m. Members present: Councilmembers: Council Chair, Richard “Richie” Lewis, Gillis McCloskey, Nathan Gorbaty, Howard Luna, Wanda Alcon, and Manuel “Monty” Montelongo.

Member Absent: Kerri Callais

Also present were Roxanne Adams, Clerk of Council, serving as official secretary of the Council, President Guy McInnis and CAO Ronnie Alonzo were representing Administration.

Carol T. Brown with JCITA Ministries delivered the invocation and Councilmember Alcon led the Pledge of Allegiance.

Councilmember Callais is now present.

Council Chair recognized Judge Dave Gorbaty and State Representative Ray Garofalo.

#1 On motion of Mr. McCloskey, seconded by Ms. Callais, it was moved to approve the minutes of the February 5, 2019 Regular Council Meeting as published in the official journal, the St. Bernard Voice on Friday, February 15, 2019.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#2 On joint motion of the Council, without objection and by unanimous consent, it was moved to proclaim February 21, 2019 as “Realtor Appreciation Day” in St. Bernard Parish.

#3 On joint motion of the Council, without objection and by unanimous consent, it was moved to recognize to Boh Bros. Construction for an update on Pakenham/Jackson.

#4 On joint motion of the Council, without objection and by unanimous consent, it was moved to recognize Donnie Bourgeois with Capital Projects Department for an update on Bluebird Park, Heights/Alexander Park, and Pakenham/Jackson project.

No action taken.

#5 Councilmember’s District Update
A copy of this update is on file with the minutes of this meeting.

#6 President’s Report
A copy of this report was entered into the official record and is on file with the minutes of this meeting.
Recognize the Public
No one signed up to speak.

Summary No. 3680
Planning Commission recommended APPROVAL on 1/22/19
Introduced by: Administration on 2/5/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-002, PETITION OF SBPG FOR A GLOBAL ZONING CHANGE FOR PROPERTIES WHERE EXISTING BARS, NIGHTCLUBS, OR LOUNGES ARE LOCATED TO C-3 (HIGHWAY COMMERCIAL) DISTRICT ZONING.

NO ONE APPEARED TO SPEAK FOR OR AGAINST THE PROPOSED ORDINANCE

Summary No. 3681
Planning Commission recommended APPROVAL on 1/22/19
Introduced by: Administration on 2/5/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-003, PETITION OF LOUIS CHARBONNET III FOR A ZONING CHANGE FROM C-1 AND C-2 TO A-1 TO OPERATE A FUNERAL HOME. PROPERTY LOCATION: 4905, 4909, 4913, 4917 AND 4925 E. JUDGE PEREZ DR. VIOLET, LA 70092.

NO ONE APPEARED TO SPEAK FOR OR AGAINST THE PROPOSED ORDINANCE

Summary No. 3682
Introduced by: Councilmember Luna on 2/5/19

AN ORDINANCE TO AMEND CHAPTER 3; ALCOHOLIC BEVERAGES, SECTION SEC. 3-26.1; SALE, DELIVERY, DISPENSING, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

NO ONE APPEARED TO SPEAK FOR OR AGAINST THE PROPOSED ORDINANCE

Summary No. 3684
Introduced by: Administration on 2/5/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

NO ONE APPEARED TO SPEAK FOR OR AGAINST THE PROPOSED ORDINANCE

Summary No. 3685
Introduced by: Administration on 2/5/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

NO ONE APPEARED TO SPEAK FOR OR AGAINST THE PROPOSED ORDINANCE

On motion of Mrs. Alcon, seconded by Mr. Montelongo, it was moved to adopt the following resolution:

RESOLUTION SBPC #1914-02-19

BE IT RESOLVED, that the St. Bernard Parish Council, the Governing Authority, does hereby approve the following permits as recommended by the Alcohol Beverage and Bingo Department:

Beer and/or Liquor Permit(s)

1. Dubear, LLC DBA Day & Night Discount #3 5840 East Judge Perez Dr., Violet, La 70092 Owner: Hai Le & Van Trinh (Renewal) (Beer & Liquor)
2. Lamar Enterprises, LLC dba Barker's Dozen 8001-A W. St Bernard Highway, Violet, La 70092 Owners: Rolfe A. Barker (Renewal) (Beer Only)

3. Par 3 Restaurant, LLC dba Par 3 Restaurant 1530 E. Judge Perez Dr., Chalmette La 70043 Member: Dorothy Z. Labrosse (Renewal) (Beer & Liquor)

4. M&A Cheema, LLC dba AAA Shell 2601 Paris Road, Chalmette, La 70043 Owner: Muhammed Cheema & Asia Cheema (Renewal) (Beer & Liquor)

5. 6601 W. Judge Perez Dr., LLC dba Daq Shaq  6601 W. Judge Perez Dr.,, Arabi, La 70032 Owner: Joseph A. Licciardi (New) (Beer & Liquor)

Special Event

1. Name of Organization: Casa New Orleans
   Address: 1340 Poydras St. Ste. 2120, New Orleans, La 70112
   Event: Rock the Casa
   Location: Docville Farm, 5128 E. St. Bernard Hwy,Violet, La 70092
   Date: March 30, 2019
   Time: 11AM-6PM
   Contact: Heather Michael

2. Name of Organization: Guy McInnis Campaign Fund
   Address: 130 West St. Avide Chalmette La, 70043
   Event: Family Fest (Gumbo Cook-Off)
   Location: 2501 Archbishop Hannan Blvd., Meraux, La, 70075
   Date: May 18, 2019
   Time: 11AM-5PM
   Contact: Guy McInnis

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: Gorbaty, Luna, Alcon, Montelongo

NAYS: None

ABSENT: None

ABSTAIN: Callais

DID NOT VOTE: McCloskey

The Council Chair, Mr. Lewis, cast his vote as ABSTAIN.

And the motion was declared adopted on the 19th day of February, 2019.

#15 On motion of Mr. Gorbaty, seconded by Mr. Montelongo, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2135-02-19

Summary No. 3680
Planning Commission recommended APPROVAL on 1/22/19
Introduced by: Administration on 2/5/19
Public Hearing held on 2/19/19
AN ORDINANCE TO APPROVE DOCKET Z-2019-002, PETITION OF SBPG FOR A GLOBAL ZONING CHANGE FOR PROPERTIES WHERE EXISTING BARS, NIGHTCLUBS, OR LOUNGES ARE LOCATED TO C-3 (HIGHWAY COMMERCIAL) DISTRICT ZONING.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

ABSTAIN: McCloskey

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#14 On motion of Mr. Gorbay, seconded by Mr. Montelongo, it was moved to adopt the following resolution:

RESOLUTION SBPC #1915-02-19

A RESOLUTION APPOINTING A MEMBER TO THE ST. BERNARD PARISH PLANNING COMMISSION, DISTRICT B.

On the motion of Mr. Gorbay, seconded by Ms. Callais, it was moved to nominate Heather Fandino to fill the unexpired Planning Commission District B position to expire on December 1, 2020.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbay, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#16 On motion of Mrs. Alcon, seconded by Mr. Montelongo, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2136-02-19

Summary No. 3681
Planning Commission recommended APPROVAL on 1/22/19
Introduced by: Administration on 2/5/19
Public Hearing held on 2/19/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-003, PETITION OF LOUIS CHARBONNET III FOR A ZONING CHANGE FROM C-1 AND C-2 TO A-1 TO OPERATE A FUNERAL HOME. PROPERTY LOCATION: 4905, 4909, 4913, 4917 AND 4925 E. JUDGE PEREZ DR. VIOLET, LA 70092.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbay, Luna, Alcon, Montelongo, Callais
Minutes of the St. Bernard Parish Council Meeting of February 19, 2019

Page -5-

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#17 On motion of Mr. Luna, seconded by Mr. Gorbaty, it was moved to adopt the following ordinance:

**ORDINANCE SBPC #2137-02-19**

Summary No. 3682
Introduced by: Councilmember Luna on 2/5/19
Public Hearing held on 2/19/19

AN ORDINANCE TO AMEND CHAPTER 3; ALCOHOLIC BEVERAGES, SECTION SEC. 3-26.1; SALE, DELIVERY, DISPENSING, POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#18 On motion of Ms. Callais, seconded by Mr. Gorbaty, it was moved to adopt the following ordinance:

**ORDINANCE SBPC #2138-02-19**

Summary No. 3684
Introduced by: Administration on 2/5/19
Public Hearing held on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

Discussion ensued;

Ms. Callais proposed an amendment as submitted and then withdrew the amendment.

On motion of Ms. Callais, seconded by Mr. Gorbaty, it was moved to amend Summary No. 3684 to zero out and remove the Go Coast Project (0049) from this budget amendment in the amount of $80,000.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.
And the motion was declared adopted on the 19th day of February, 2019.

Discussion ensued further;
On motion of Ms. Callais, seconded by Mr. Gorbaty, it was moved to adopt Summary No. 3684 as amended:

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais
NAYS: None
ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#19
On motion of Mr. Gorbaty, seconded by Mr. McCloskey, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2139-02-19

Summary No. 3685
Introduced by: Administration on 2/5/19
Public Hearing held on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais
NAYS: None
ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#20
On motion of Mr. Montelongo, seconded by Mr. McCloskey, it was moved to introduce the following ordinance:

Summary No. 3686
Introduced by: Administration on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais
NAYS: None
ABSENT: None
The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#21 On motion of Mr. Luna, seconded by Mr. McCloskey, it was moved to introduce the following ordinance:

**Summary No. 3687**
Introduced by: Councilmember Luna on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

**NAYS:** None

**ABSENT:** None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#22 On motion of Mr. Gorbaty, seconded by Mrs. Alcon, it was moved to introduce the following ordinance:

**Summary No. 3688**
Introduced by: Administration on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

**NAYS:** None

**ABSENT:** None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

#23 Coastal Zone Advisory Committee
President McInnis announced that St. Bernard received $2 Million project with Terre Bouef Engineering Design.

#24 On the motion of the Ms. Callais, seconded by Mrs. Alcon, it was moved to enter into Executive Session to discuss Angelicare, LLC et al v. St. Bernard Parish, et al, USDC E.D., LA #17-7360 and potential litigation between The United States Government and St. Bernard Parish Government related to HUD Complaint No. 06-17-8597-8 and all related matters.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

**NAYS:** None
ABSENT: None

The Council Chair, Mr. Lewis, cast his vote as YEA.

And the motion was declared adopted on the 19th day of February, 2019.

On motion of the Chair, without objection and by unanimous consent, it was moved to return to Regular Session.

No action taken was taken on Item #24.

There being no further business for discussion, the Council Chair declared the meeting adjourned at 4:20 p.m. on the 19th day of February, 2019.

COPIES OF ALL RESOLUTIONS AND ORDINANCES IN THEIR ENTIRETY ARE ON FILE AT THE CLERK OF COUNCIL'S OFFICE AND ARE AVAILABLE FOR PUBLIC VIEWING.

Roxanne Adams
ROXANNE ADAMS
CLERK OF COUNCIL

Richard “Richie” Lewis
RICHARD “RICHIE” LEWIS
COUNCIL CHAIR
PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON WEDNESDAY, MARCH 6, 2019 SEVEN (7:00) O’CLOCK P.M. AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE FEBRUARY 5, 2019 COUNCIL MEETING:

Summary No. 3683
Introduced by: Councilmember Gorbaty on 2/5/19
Planning Commission recommend APPROVAL on 2/26/19

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-4, GENERAL PROVISIONS; SUBSECTION 22-4-3, EXCEPTIONS AND MODIFICATIONS; SUBSUBSECTION 22-4-3.2; EXCEPTIONS TO AREA REGULATIONS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The Parish Council hereby amends Chapter 22 Zoning, Section 22-4 General Provisions, SubSection 22-4-3 Exceptions and Modifications SubSubSection 22-4-3.2 Exceptions to area regulations as attached in Exhibit “A”.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

BY DIRECTION OF

Richard “Richie” Lewis
RICHARD “RICHIE” LEWIS
COUNCIL CHAIR
Chapter 22    Zoning
Section 22-4    General provisions
SubSection 22-4-3    Exceptions and modifications
SubSubSub Section 22-4-3.2    Exceptions to area regulations

(a) Lots with less than a forty-foot frontage: Where a lot or parcel of land has an area less than the minimum requirements for the district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of passage of the ordinance from which this chapter derives, such lot, tract or parcel may be used only for single-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located. The proposed development shall be approved by the director of community development (design review) and then shall receive final approval from the planning commission (resolution).

(b) Non-conforming lots with a forty-foot frontage or greater: Where a lot or parcel of land has an area less than the minimum requirements for the district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of the building permit application, such lot, tract or parcel may be used only for single-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located. The proposed development shall be approved by the director of community development (design review).

(c) No cemetery or mausoleum may be located on a site less than fifteen (15) acres in size.

(d) Where any lot or parcel of land located in an approved subdivision or phased subdivision which has been subdivided or resubdivided prior to December 23, 1996, and has received final approval, shall not be subdivided or resubdivided under five thousand (5,000) square feet and said lot or parcel of land shall have no less than a fifty-foot frontage.

(e) Non-conforming lots in R-2 (Two-Family Residential) districts: Where a lot or parcel of land has an area less than the minimum requirements for the R-2 (Two-Family Residential) district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of the building permit application, such lot, tract or parcel may be used for either single-family or two-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located, subject to the following:

1. R-2 non-conforming lots shall have a minimum frontage lot width of 40’ and a minimum lot area of 4,000 sq. ft.

2. All new or substantially renovated development shall meet the provisions of Section 22-5-3 – Residential zoning districts (bulk and area requirements and Section 22-7-3.2 – Off-street parking and loading requirements (number of parking spaces).

3. R-2 non-conforming lot width between 40’ and 50’ shall only be permitted one (1) driveway per lot frontage, adjacent to public right-of-way. Not more than two (2) vehicles shall be allowed per ‘stacked’ parking area design.
PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON
WEDNESDAY, MARCH 6, 2019 SEVEN (7:00) O’CLOCK P.M. AT THE COUNCIL
CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST
JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY
ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE
FEBRUARY 19, 2019 COUNCIL MEETING:

Summary No. 3686
Introduced by: Administration on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE
TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND
CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget
for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the
purpose of the five percent (5%) budgetary compliance in accordance with the state
law; and,

WHEREAS, no monies shall be moved from one fund or department
without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be
budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective
immediately upon authorizing signature by the Parish President. In the event of a
presidential veto, this Ordinance shall become effective upon a two-thirds favorable
vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of
the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or
portion of this ordinance shall be held invalid or unconstitutional by any court of
competent jurisdiction, such holding shall not affect any other section, clause,
paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council
hereby expresses and declares that it would have adopted the remaining portion
this Ordinance with the invalid portions omitted.

BY DIRECTION OF

Richard “Richie” Lewis
RICHARD “RICHIE” LEWIS
COUNCIL CHAIR
### Account Title and Type

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### Account Title and Type

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### Description

- **Transfer to Coastal Expenditure**: $385,000
- **Transfer from General Fund (BP) Revenue**: $385,000
- **Professional Service Expenditure**: $385,000
- **Donations Revenues**: $358,000
- **Construction in Progress Expenditure**: $981,500

### Notes

- **This Budget Amendment is to budget for the Budmat project.**
- **This Budget Amendment is to budget for sewerage improvement in the Farmsite residential area.**
- **This Budget Amendment is to budget for the new grant received from CY Pres Committee for Paul Park.**
PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON
WEDNESDAY, MARCH 6, 2019 SEVEN (7:00) O’CLOCK P.M. AT THE COUNCIL
CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST
JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY
ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE
FEBRUARY 19, 2019 COUNCIL MEETING:

Summary No. 3687
Introduced by: Councilmember Luna on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE
TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND
CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget
for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the
purpose of the five percent (5%) budgetary compliance in accordance with the state
law; and,

WHEREAS, no monies shall be moved from one fund or department
without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be
budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective
immediately upon authorizing signature by the Parish President. In the event of a
presidential veto, this Ordinance shall become effective upon a two-thirds favorable
vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of
the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or
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competent jurisdiction, such holding shall not affect any other section, clause,
paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council
hereby expresses and declares that it would have adopted the remaining portion
this Ordinance with the invalid portions omitted.

BY DIRECTION OF

Richard “Richie” Lewis
RICHARD “RICHIE” LEWIS
COUNCIL CHAIR
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**Net Effect on Fund Balance**

$ - $ -

*This Budget Amendment is to budget for a donation from RPC to purchase a vehicle.*
PUBLIC HEARING NOTICE

THE ST. BERNARD PARISH COUNCIL WILL HOLD A PUBLIC HEARING ON WEDNESDAY, MARCH 6, 2019 SEVEN (7:00) O’CLOCK P.M. AT THE COUNCIL CHAMBERS OF THE GOVERNMENT COMPLEX, LOCATED AT 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA TO RECEIVE COMMENTARY ON THE FOLLOWING PROPOSED ORDINANCE INTRODUCED AT THE FEBRUARY 19, 2019 COUNCIL MEETING:

Summary No. 3688
Introduced by: Administration on 2/19/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the purpose of the five percent (5%) budgetary compliance in accordance with the state law; and,

WHEREAS, no monies shall be moved from one fund or department without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

BY DIRECTION OF

Richard “Richie” Lewis
RICHARD “RICHIE” LEWIS
COUNCIL CHAIR
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This Budget Amendment is to budget to increase the salary of the Public Works Director.
On motion of XXXX, seconded by XXXX, it was moved to adopt the following resolution:

**RESOLUTION SBPC #1916-03-19**

BE IT RESOLVED, that the St. Bernard Parish Council, the Governing Authority, does hereby approve the following permits as recommended by the Alcohol Beverage and Bingo Department:

- **Beer and/or Liquor Permit(s)**


  2. Rocky & Carlo’s Inc. dba Rocky & Carlo’s Restaurant & Bar 613 W. St Bernard Highway, Chalmette, La 70043 Owners: Thomas Tommaseo, Tommoseo G. Tommaseo & Leonardo Tommaseo Gioe *(Renewal)* *(Beer & Liquor)*

  3. Tam Hoang, Inc. dba Saints Food Store 8953 W. Judge Perez Dr., Chalmette La 70043 Owners: Minh Van Nguyen & Tan Vu *(Renewal)* *(Beer & Liquor)*


  5. The Paris Diner, LLA dba The Parish Diner 2401 Paris Road, Chalmette,La 70043 Owner: Chad Blanchard *(Renewal)* *(Beer & Liquor)*

  6. Rana & Sons, LLC dba Discount Food Mart 7011 St. Claude Avenue, Arabi, La 70032 Members: Rana S. Rasool & Rana M. Rasool *(Renewal)* *(Beer & Liquor)*

  7. Smart Win, LLC dba Discount Food Mart 2, 1800 E. Judge Perez Dr., Chalmette, La 70043 Members: Rana S. Rasool & Rana M. Rasool *(Renewal)* *(Beer & Liquor)*

9. Reminiscence Palace, LLC dba Reminiscence Palace 5009 E. St. Bernard Highway, Meraux, La 70075 Owner: LaDonya Noble-Robinson (Renewal) (Beer & Liquor)

10. Nap’s Place, LLC dba Speck’s Bar 2603 Hopedale Highway, St. Bernard, La, 70085 Members: Craig & Aline Napoli (Renewal)(Beer & Liquor)

**Special Event**

1. Name of Organization: St. Bernard Parish Department of Parks and Recreation, Leisure Department  
Address: 1101 Magistrate St. Chalmette, La 70043  
Event: Wine Down Wednesdays Concert Series  
Location: Torres Park Amphitheater (Rain-outs in the Civic Center Ballroom)  
Date: 2019 Dates- March 13th, April 10th, May 8th, September 11th, October 9th, & November 13th  
Time: 6:00PM-8:00PM  
Contact: Melissia O'Neil or Denise Montalbano

2. Name of Organization: St. Bernard BPW  
Address: Po Box 65, Chalmette, La 70043  
Event: St. Bernard BPW Fashion Show Luncheon  
Location: Docville Farm- 5124 E. St. Bernard Hwy  
Date: April 5, 2019  
Time: 11AM-1PM  
Contact: Joy Lemoine

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**
The Council Chair, Mr. Lewis, cast his vote as \textbf{XXX}.

And the motion was declared \textbf{adopted} on the 6th day of March, 2019.

\textbf{CERTIFICATE}

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
On motion of XXXX, seconded by XXXX, it was moved to **adopt** the following resolution:

**RESOLUTION SBPC #1917-03-19**

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO EXECUTE AMENDMENT NO.1 TO THE SUB RECIPIENT AGREEMENT WITH NUNEZ COMMUNITY COLLEGE TO EXTEND THE TERMINATION DATE AND REVISE THE SCOPE AND BUDGET OF THE AGREEMENT

WHEREAS, it is in the best interest of the citizens of St. Bernard Parish for St. Bernard Parish Government to sign said amendment.

NOW THEREFORE, BE IT RESOLVED, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President, on behalf of St. Bernard Parish Government, to execute Amendment No. 1 to the Sub Recipient Agreement with Nunez Community College to extend the termination date and revise the scope and budget of the agreement.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:**

**NAYS:**

**ABSENT:**

The Council Chair, Mr. Lewis, cast his vote as **XXX**.

And the motion was declared **adopted** on the 6th day of March, 2019.
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
AMENDMRNT #1

SUB RECIPIENT AGREEMENT

BETWEEN THE ST. BERNARD GOVERNMENT

AND THE

NUNEZ COMMUNITY COLLEGE

IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
LONG TERM COMMUNITY RECOVERY PROGRAM

This Amendment #1 to the Cooperative Endeavor Agreement (“Agreement”) is entered into by and between the NUNEZ COMMUNITY COLLEGE (“SUB - RECIPIENT”), and the ST. BERNARD PARISH GOVERNMENT (“PARISH”), each represented herein by their undersigned duly authorized representatives. SUB - RECIPIENT and the PARISH may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

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

WHEREAS, in the aftermath of Hurricanes Katrina and Rita, the United States Congress, through Public Laws 109-148, and 109-234, appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

WHEREAS, the State of Louisiana, Division of Administration, Office of Community Development (OCD) on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, Louisiana’s First Action Plan (Katrina/Rita) submitted to and approved by HUD proposed using $95 million of the CDBG disaster recovery allocation within the Infrastructure Program for the purpose of providing funding for local infrastructure projects in the most heavily impacted areas of the state. Louisiana’s First Action Plan (Katrina/Rita) was later amended by Action Plan Amendment Number 19 (approved by HUD on September 12, 2008), which ultimately reduced the Infrastructure Program allocation to $91.333 million; and
WHEREAS, SUB - RECIPIENT is a political subdivision of St. Bernard Parish Government, the local government of the State of Louisiana responsible for the rebuilding and recovery of St. Bernard Parish. Recovery and rebuilding efforts of the SUB - RECIPIENT involve efforts to address damage caused by Hurricanes Katrina and/or Rita; and

WHEREAS, as a result of flooding and wind damage caused by Hurricanes Katrina and/or Rita, St Bernard Parish has numerous areas of blight; and

WHEREAS, the SUB - RECIPIENT has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program through the Long Term Community Recovery Program for damages suffered as a result of Hurricanes Katrina and/or Rita; and

WHEREAS, the public purpose to be derived from this Agreement is to assist the SUB - RECIPIENT, as a part of the CDBG Disaster Recovery Program through the Long Term Community Recovery Program, in reducing and eliminating the blight in St. Bernard Parish caused by flooding and wind damage from Hurricane Katrina; and

WHEREAS, the actions of the PARISH and SUB - RECIPIENT will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the PARISH, as administrator of the OCD’s CDBG Disaster Recovery Program in St. Bernard Parish, shall make available to SUB - RECIPIENT up to Six Hundred Sixty Three Thousand Two Hundred Seventy Nine Dollars and Two Cents ($663,279.02) in CDBG disaster recovery funds for the Project (as defined below) (the “Grant Funds”). The approved use and expenditures of the Grant Funds by SUB - RECIPIENT shall be for the purpose of funding the Project (as defined below) under the Long Term Community Recovery Program (the “Program”).

B. Implementation of Agreement

SUB - RECIPIENT’s rights and obligations under this Agreement are as a grant sub - recipient as set forth in 24 CFR 570.501. SUB - RECIPIENT shall be responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the PARISH, OCD and HUD and consistent
with any applicable guidelines and standards that may be required as a condition of the PARISH providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by SUB - RECIPIENT and made a part hereof. The PARISH providing of Grant Funds under this Agreement is specifically conditioned on SUB - RECIPIENT’s compliance with this provision and all CDBG regulations, guidelines and standards.

C. Goals and Objectives

The activities of the Program contained in this Sub Recipient Agreement Amendment #1 are expected to assist SUB - RECIPIENT in the implementation of the approved Application Amendment #1 dated November 20, 2013, and Application Amendment #2 (REV 1) dated August 15, 2018 for the St. Bernard Parish Workforce Development project (ILTR-00289).

D. Statement of Work

1. The Project

SUB - RECIPIENT shall use the Grant Funds to implement the St. Bernard Parish Workforce Development (the “Project”) as approved by the State of Louisiana Office of Community Development Disaster Recovery Unit.

SUB - RECIPIENT proposes to provide training to St. Bernard Parish residents workforce need related to the following programs:

1. Advanced Manufacturing and Construction.

The program involved will be the Industrial Technology Pathway, concentrating in Industrial Maintenance and Industrial Technology (Ptec). Within the Industrial Maintenance program, individuals may concentrate in Electrical Maintenance, HVAC, or Welding.

SUB - RECIPIENT will provide initial assessment of the candidates using the ACT Discover (interest inventory) software program, which will help to determine the candidate’s occupational interests. In addition, a Work Keys skills assessments will be administered. Once it has been determined that participants have an interest and aptitude in a given field, they will begin training within a skill area. Topics covered will include industry- and equipment-specific safety, tools, and intermediate general skill sets in Industrial Maintenance training.

In addition to the above listed skills set, participants will receive training through required seminars in job readiness skills in a “Career Explorations” course. Career Services will work to place completers of the program within
industry or within further training. Graduates will receive a certificate of completion for this specific skill area in which they have received training.

The overall goal of this project is to provide a means for the development and implementation of hands-on training, curriculum development, and development of the workforce in the targeted area. The goal of the project will be to serve only students from Louisiana.

SUB - RECIPIENT will train up to a total of up to 25 students in the 4 year period of the grant in Industrial Maintenance Program. Completion or continued education rates will be more than 80% (approximately 20 students) and placement of completers will also be higher than 80%. In addition, the Sub-Recipient will train up to 111 students in Industrial Technology Program (Ptec). The programs will include the traditional two-year Associate’s Degree program and the 16-week Fast Track Ptec program. Both paths have a completion rate of 80% (approximately 88 students) and a placement rate for completers of 80% (88 students)

2. Film Industry Training

The purpose of this request for funding is to provide the Sub Recipient with the means to provide information and generate interest in an industry that is fast becoming one of the rapidly growing and lucrative employers in the area. Funds will be expended on workshops to inform, educate and teach through training within the film industry towards developing the workforce of St. Bernard Parish and the surrounding vicinity in the Film Industry. The Sub Recipient, in conjunction with the St. Bernard Parish Film Commission, and the New Orleans Video Access Commission, will provide professional training to meet the requirements of the Film/Entertainment Industry Standards.

The Sub Recipient will provide training in Acting Production Assistance Film Industry Communications.

a. Acting Training

Students will attend workshops that will include various industry auditions, professional acting, scene study and other aspects of the industry, such as meeting with makeup artists and photographers to create headshots. Students will also meet with acting agents and casting directors in order to network with the industry. A minimum of 10 students will be trained.

b. Production Training Program

The Production Training Program enriches students’ personal development through the study of historical trends in film production. The competitive nature of the market demands intellectual development and skill sets in studio arts. The concentration is also designed to enhance professional development by offering a multitude of skills based courses and hands-on training. Students learn to communicate, produce different types of media, expand analytical
problem solving skills, and work in an environment that promotes collaboration, understanding and learning. The program envisions training up to 75 students. Course work will include production design, set design, location modification, screenplay analysis and director’s preparation. More detailed production learning will encompass designing towards implementation of a script, drafting, and character and story manifestations through set design, location, color, shape and costumes. Scenic painting, set dressing, prop construction, costumes, model building and designing for set and location will also be learned. At the conclusion of this program, students will stage and shoot complex dramatic exercises under the guidance of the instructor.

c. Film Industry Communications

Course work will include production management and infrastructure of various forms of productions. Students will learn the breakdown of a script, the scheduling process, budgeting, casting, crewing, location scouting, and a wide range of production planning, including digital video editing.

2. Funding Sources

It is anticipated that the Programs will cost approximately Six Hundred Sixty Three Thousand Two Hundred Seventy Nine Dollars and Two Cents ($663,279.02). Each project costs are as follows:

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</tbody>
</table>

SUB - RECIPIENT may increase the size of the Project with PARISH and OCD written approval; such approval shall not be deemed to entitle SUB - RECIPIENT to any additional Grant funds under this Agreement.

Students will be required to provide to the Sub-Recipient an income verification form to ensure that the project will principally benefit low to moderate income families. **51.2 % of all students being served must be from low to moderate income families.**

3. Budget

The “Budget” for the Program is derived from Application Amendments 1 and 2 is attached hereto as Appendix B.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget subject to approval by OCD without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations of the Grant Funds exceed the total allocation under the Agreement.
4. **Eligible Expenses**

Eligible Expenses for the Grant Funds under this Agreement include those applied to eligible activities, as defined in the program-applicable current, pending, and future Action Plans and Action Plan Amendments (refer to http://www.doa.louisiana.gov/cdbg/DRactionplans.htm), that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth above, when approved by the PARISH and the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the PARISH and the OCD.

5. **Mitigation Plan**

SUB - RECIPIENT shall be responsible for ensuring that the Project considers and proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

6. **Citizen Participation Requirements**

SUB - RECIPIENT shall comply with all HUD, OCD and PARISH citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to http://www.doa.louisiana.gov/cdbg/DRactionplans.htm).

7. **Assurances**

SUB - RECIPIENT shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations. It shall be SUB - RECIPIENT’s responsibility to require that all of its contractors, and all tiers of their subcontractors, adhere to all applicable state and federal laws and regulations, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, SUB - RECIPIENT has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, SUB - RECIPIENT shall be responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, SUB - RECIPIENT, as the administrator of the recovery efforts of Saint Bernard Parish bears sole responsibility for implementing such recovery efforts.

SUB - RECIPIENT shall be responsible for implementation of the infrastructure improvements in compliance with any applicable federal and state procurement
and bid laws and regulations and in adherence with the Louisiana Public Works Act.

8. Cooperation with HUD, OCD and the PARISH

SUB - RECIPIENT hereby binds itself, certifies, and assures that it will comply with all applicable federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The PARISH’s obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. SUB - RECIPIENT agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD, OCD and the PARISH regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the state or federal government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the SUB - RECIPIENT shall be responsible for remitting these funds to the PARISH. Failure to complete the Project described in the Statement of Work within the Term of this Agreement may constitute a disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the PARISH on this Agreement is the Parish President, or his designee. The performance measures for this Agreement shall include the successful performance and completion of SUB - RECIPIENT’s obligations as provided in this Agreement and any attachments. SUB - RECIPIENT shall submit project progress reports to PARISH on a schedule and in a format provided by PARISH. SUB - RECIPIENT shall also comply with the provisions of 24 CFR 85.40 with regard to the monitoring and reporting of program performance and shall be responsible for providing the PARISH with any additional project progress and beneficiary data as required by federal and state law.

Reporting requirements may require the SUB - RECIPIENT to obtain data from recipients of Grant Funds under this Agreement for the Project. It shall be the SUB - RECIPIENT’s obligation to implement any contractual arrangements it may need for use of, and access to, such data.
F. Duplication of Benefits

Duplication of Benefits is prohibited. If SUB - RECIPIENT is eligible or becomes eligible to receive funding for the same costs covered under this Agreement, SUB - RECIPIENT agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the PARISH for the funding under this Agreement.

If funding from alternate sources becomes available to SUB - RECIPIENT which the PARISH agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, SUB - RECIPIENT may apply such funds first to expenses that are not eligible under this Agreement and second to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

A. SUB - RECIPIENT is permitted to submit draw requests for payment of Eligible Expenses payable under this Agreement to the Parish President, or his designee, for approval. Following review and approval of the draw requests by the Parish Manager or her designee, approved draw requests shall be submitted to the OCD, for approval of payment. Draw requests that are not approved by the OCD and the PARISH Finance Manager or his designee shall not be paid, but returned to SUB - RECIPIENT for further processing.

B. Upon approval of payment by the PARISH and funds provided to the PARISH from the State of Louisiana Office of Community Development Division of Administration Office of Community Development Disaster Recovery Unit as provided for above, payment of Eligible Expenses shall be provided to SUB – RECIPIENT.

C. Indirect costs are not reimbursable under this Agreement.

D. In the event of non-compliance with this Agreement, the PARISH may withhold payment to the SUB – RECIPIENT until the PARISH deems the SUB - RECIPIENT has brought the Project within compliance.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. This Agreement shall begin on January 2, 2014 and shall end on December 31, 2018, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

B. Termination/Suspension for Cause

The PARISH may, after giving 30 day written notice specifying the effective date,
suspend or terminate this Agreement in whole or in part if the SUB - RECIPIENT materially fails to comply with any terms of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;

2. Failure, for any reason, of SUB - RECIPIENT to fulfill in a timely and proper manner the obligations under this Agreement;

3. Submission by SUB - RECIPIENT of reports to the PARISH, HUD, or either of their auditors of reports that are incorrect or incomplete in any material respect, provided SUB - RECIPIENT is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, SUB - RECIPIENT shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if SUB - RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the PARISH shall thereupon have the right to terminate this Agreement by giving written notice to SUB - RECIPIENT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The PARISH may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to SUB - RECIPIENT. SUB - RECIPIENT shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD and to the PARISH to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD and to the PARISH for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. SUB - RECIPIENT shall be paid for all authorized services properly
performed prior to termination.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements


B. Financial Management

SUB - RECIPIENT agrees to comply with 24 CFR 85.20 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

SUB - RECIPIENT shall administer its program in conformance with OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments.” These principles shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

SUB - RECIPIENT shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

   a. Records providing a full description of each activity taken;

   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

   c. Records required to determine the eligibility of services;

   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

   f. Financial records as required by 24 CFR 570.502(a)(15);
g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the PARISH to assure proper accounting for all project funds; and

h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

SUB - RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

3. Access to Records

The PARISH, as well as the OCD, the Division of Administration (“DOA”), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents shall have access to any books, documents, papers and records of SUB - RECIPIENT which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

SUB - RECIPIENT shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

4. Close-outs

SUB - RECIPIENT’s obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that SUB - RECIPIENT has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the PARISH, the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of SUB - RECIPIENT and/or its contractors and sub-contractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing SUB - RECIPIENT, contractor or sub-recipient, as appropriate, with reasonable advance notice. The PARISH, SUB - RECIPIENT and its contractors and sub-contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq.
Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by SUB - RECIPIENT, contractor and/or sub-recipient, as appropriate.

Failure of SUB - RECIPIENT and/or its contractors and sub-contractors to comply with the above audit requirements will constitute a violation of this Agreement and may, at the PARISH’s option, result in the withholding of future payments and/or return of funds paid under this Agreement. SUB - RECIPIENT and its contractors/subcontractors hereby agree to have an annual audit conducted in accordance with current State policy concerning SUB - RECIPIENT and its contractor’s audits, OMB Circulars A-133 and A-128, and 24 CFR 85.26.

D. **Procurement**

SUB - RECIPIENT shall comply with the current PARISH policy and the requirements of 24 CFR 85.36(b) regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by the SUB - RECIPIENT.

E. **Taxes**

SUB - RECIPIENT hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be SUB - RECIPIENT’s obligation and is identified under Federal tax identification number 27-4511973.

V. **HUD/CDBG COMPLIANCE PROVISIONS**

A. **General Compliance**

SUB - RECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUB - RECIPIENT does not assume the OCD’s environmental responsibilities described in 24 CFR 570.604 and (2) SUB - RECIPIENT does not assume the OCD’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUB - RECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUB - RECIPIENT agrees that it shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:
1. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);

2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);

3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);

4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);

5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502;

6. Certification by SUB - RECIPIENT’s contractors and each tier of subcontractors that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24; and

B. Discrimination and Compliance Provisions

SUB - RECIPIENT and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the 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 Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

SUB - RECIPIENT and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement
without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by SUB - RECIPIENT or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. **Covenant Against Contingent Fees and Conflicts of Interest**

SUB - RECIPIENT shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of SUB - RECIPIENT, or agents, consultant, member of the governing body of SUB - RECIPIENT or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

SUB - RECIPIENT shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

D. **Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
SUB - RECIPIENT agrees to send to each labor organization or representative of workers with which SUB - RECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of SUB - RECIPIENT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

SUB - RECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. SUB - RECIPIENT will not subcontract with any subcontractor where SUB - RECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

SUB - RECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after SUB - RECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent SUB - RECIPIENT's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
E. Program Income

1. Recording Program Income

SUB - RECIPIENT shall submit a quarterly report to the PARISH detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the PARISH pursuant to a schedule provided by the PARISH.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. SUB - RECIPIENT shall transfer to the PARISH any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Immovable property under SUB - RECIPIENT’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the PARISH deems appropriate. If SUB - RECIPIENT fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, SUB - RECIPIENT shall pay to the PARISH an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the PARISH. SUB - RECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by SUB - RECIPIENT for activities under this Agreement shall be (a) transferred to the PARISH for the CDBG program or (b) retained by SUB - RECIPIENT after compensating the
PARISH an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. SUB - RECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The PARISH shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers’ compensation insurance, as SUB - RECIPIENT is an independent contractor.

B. Hold Harmless

SUB - RECIPIENT shall hold harmless, defend and indemnify the PARISH from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SUB - RECIPIENT’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation

SUB - RECIPIENT shall provide workers’ compensation insurance coverage for all of its employees involved in the performance of this Agreement. Refer to Appendix C

D. Insurance & Bonding

SUB - RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond or equivalent acceptable to the PARISH covering all employees in an amount equal to cash advances from the PARISH. Refer to Appendix C.

E. OCD and PARISH Recognition

SUB - RECIPIENT shall insure recognition of the role of the PARISH, the OCD, the Louisiana Recovery Authority, and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUB - RECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
F. Amendments

The PARISH or SUB - RECIPIENT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the PARISH and the Office of Contractual Review and/or the Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the PARISH or SUB - RECIPIENT from its obligations under this Agreement.

The PARISH may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the PARISH and SUB - RECIPIENT.

G. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

H. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

I. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.
J. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this section is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

K. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, PARISH of East Baton Rouge, State of Louisiana.

L. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of Contractual Review and/or the Commissioner of Administration.
O. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the contract shall forthwith be amended to make such insertion or correction.

P. Prohibited Activity

SUB - RECIPIENT is prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. SUB - RECIPIENT will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

Q. Safety

SUB - RECIPIENT shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and SUB - RECIPIENT shall take or cause to be taken such additional safety and health measures as SUB - RECIPIENT may determine to be reasonably necessary.

R. Fund Use

SUB - RECIPIENT agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

SUB - RECIPIENT and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of
any agency, a member of Congress, officer or employee of Congress, or an
employee or a member of Congress in connection with obtaining any Federal
contract, grant or any other award covered by 31 U.S.C. 1352. SUB -
RECIPIENT and each of its sub-contractors shall also disclose any lobbying with
non-Federal funds that takes place in connection with obtaining any Federal
award.

S. **Subcontractors**

SUB - RECIPIENT may, with prior written permission from the PARISH, enter
into subcontracts with third parties for the performance of any part of SUB -
RECIPIENT’s duties and obligations. In no event shall the existence of a
subcontract operate to release or reduce the liability of SUB - RECIPIENT to the
PARISH for any breach in the performance of SUB - RECIPIENT’s or any
subcontractor’s duties.

T. **Copyright**

No materials, including but not limited to reports, maps, or documents produced
as a result of this Agreement, in whole or in part, shall be available to SUB -
RECIPIENT for copyright purposes. Any such material produced as a result of
this Agreement that might be subject to copyright is the property of and all rights
shall belong to the PARISH.

All records, reports, documents, or other material or data, including electronic
data, related to this Agreement and/or obtained or prepared by SUB -
RECIPIENT, and all repositories and databases compiled or used, regardless of
the source of information included therein, in connection with performance of the
services contracted for herein shall become the property of the PARISH, and
shall, upon request, be returned by SUB - RECIPIENT to the PARISH at
termination or expiration of this Agreement. Cost incurred by SUB -
RECIPIENT to compile and transfer information for return to the PARISH shall
be billed on a time and materials basis, subject to the maximum amount of this
Agreement. Software and other materials owned by SUB - RECIPIENT prior to
the date of this Agreement and not related to this Agreement shall be and remain
the property of SUB - RECIPIENT.

The PARISH will provide specific project information to SUB - RECIPIENT
necessary to complete the services described herein. All records, reports,
documents and other material delivered or transmitted to SUB - RECIPIENT by
the PARISH shall remain the property of the PARISH and shall be returned by
SUB - RECIPIENT to the PARISH, upon request, at termination, expiration or
suspension of this Agreement.
U. Drug Free Workplace Compliance

SUB - RECIPIENT hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR part 21. Further, in any contracts executed by and between SUB - RECIPIENT and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

V. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the PARISH:
St. Bernard PARISH Government
8201 West Judge Perez Avenue
Chalmette, La 70043
David Peralta, Parish President

To SUB - RECIPIENT:
Nunez Community College
3710 Paris Road
Chalmette, La 70043
Dr. Thomas Warner, Chancellor

[Remainder of page purposefully left blank]
The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date first above written.

NUNEZ COMMUNITY COLLEGE

___________________________________________
Name:______________________________________
Title: ______________________________________
Date: ______________________________________

SAINT BERNARD PARISH GOVERNMENT

___________________________________________
Name:______________________________________
Title: ______________________________________
Date: ______________________________________
On motion of XXXX, seconded by XXXX, it was moved to adopt the following resolution:

**RESOLUTION SBPC #1918-03-19**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (CEA) WITH THE REGIONAL PLANNING COMMISSION (RPC) TO PURCHASE AN ELECTRIC VEHICLE THROUGH THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) FUNDING CLEAN FUEL TRANSITION FUND FOR PUBLIC FLEETS.

**WHEREAS**, RPC has established the Southeast Louisiana Clean Fuel Partnership to promote and facilitate implementation of fuel saving and emissions reducing technologies in the transportation sector; and

**WHEREAS**, the Louisiana Department of Transportation and Development (LaDOTD) has awarded RPC funding through the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) Program to support projects that reduce air emissions and improve air quality; and

**WHEREAS**, RPC has elected to use this funding to support public fleets in incorporating clean fuel alternatives into their operations (hereafter referred to as the “Clean Fuel Transition Fund for Public Fleets”); and

**WHEREAS**, FLEET OWNER owns and operates a vehicle fleet within RPC’s jurisdictional parishes eligible for CMAQ funding, namely Jefferson, Orleans, St. Bernard and St. Charles; and

**WHEREAS**, FLEET OWNER has proposed an innovative project to reduce the emissions from their fleet within the jurisdiction of St. Bernard Parish; and

**WHEREAS**, RPC deems it desirable to partner with FLEET OWNER to add one all-electric vehicle to St. Bernard Parish’s fleet to be operated within RPC’s jurisdiction eligible for CMAQ funding noted above;
NOW, THEREFORE, RPC and FLEET OWNER mutually agree to follow the terms in the attached CEA; and,

BE IT FURTHER RESOLVED, the St. Bernard Parish Council, does hereby authorize the Parish President of St. Bernard Parish Government to sign and execute all required applications and agreements and any amendments thereof, and all of the necessary reports, assurances, contracts and any other documents required in connection with this CEA with the Regional Planning Commission.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.
CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
This Agreement (the “Agreement”) is made and entered into on this _____ day of ______________, 2019, between the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany and Tangipahoa Parishes, (hereinafter referred to as “RPC”), a metropolitan planning organization in the state of Louisiana, represented by Jeff Roesel, Executive Director, duly authorized, and St. Bernard Parish Government (hereinafter referred to as “FLEET OWNER” or “St. Bernard Parish”). RPC and Fleet Owner are at times collectively referred to as “Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, RPC has established the Southeast Louisiana Clean Fuel Partnership to promote and facilitate implementation of fuel saving and emissions reducing technologies in the transportation sector; and

WHEREAS, the Louisiana Department of Transportation and Development (LaDOTD) has awarded RPC funding through the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) Program to support projects that reduce air emissions and improve air quality; and

WHEREAS, RPC has elected to use this funding to support public fleets in incorporating clean fuel alternatives into their operations (hereafter referred to as the “Clean Fuel Transition Fund for Public Fleets”); and

WHEREAS, FLEET OWNER owns and operates a vehicle fleet within RPC’s jurisdictional parishes eligible for CMAQ funding, namely Jefferson, Orleans, St. Bernard and St. Charles; and

WHEREAS, FLEET OWNER has proposed an innovative project to reduce the emissions from their fleet within the jurisdiction of St. Bernard Parish; and

WHEREAS, RPC deems it desirable to partner with FLEET OWNER to add one all-electric vehicle to St. Bernard Parish’s fleet to be operated within RPC’s jurisdiction eligible for CMAQ funding noted above;

NOW, THEREFORE, RPC and FLEET OWNER mutually agree as follows:

1. Project Description

Under this Agreement, the FLEET OWNER agrees to purchase one all-electric vehicle as specified in Attachment A. RPC agrees to reimburse the FLEET OWNER for 80% of the incremental cost difference between the all-electric vehicle and an equivalent gasoline vehicle. The reimbursement will be distributed from RPC’s Clean Fuel Transition Fund for Public Fleets and is conditioned on approval and reimbursement from LaDOTD per Section 5. FLEET OWNER agrees to pay the
remaining 20% of the incremental cost difference between the all-electric vehicle and an equivalent gasoline vehicle as the required match for this project.

2. Personnel

The project contacts are as follows:

**Project Manager for FLEET OWNER (St. Bernard Parish):**
Jason Stopa, Director of Community Development
Telephone: (504) 355-4427 ext. 1427
jstopa@sbpg.net

**Signatory Authority for FLEET OWNER (St. Bernard Parish):**
Guy McInnis, Parish President
Telephone: (504) 278-4280
presidentmcinnis@sbpg.net

**Project Coordinator for RPC:**
Courtney Young, Southeast Louisiana Clean Fuel Partnership Director
Telephone: (504) 483-8519
cyoung@norpc.org

**Signatory Authority for RPC:**
Jeff Roesel, Executive Director
Telephone: (504) 483-8500
jroesel@norpc.org

3. Time of Performance

RPC’s funding agreement with LaDOTD expires on April 1, 2019, and no extensions to that agreement will be granted. Therefore, no extensions to the deadlines detailed in this section will be granted.

**FLEET OWNER** shall complete the purchase of an all-electric vehicle and have the vehicle operational in St. Bernard Parish on or before April 1, 2019. **This Agreement expires April 1, 2019,** with an allowance of 30 days to submit invoice and related documentation (no later than April 30, 2019).

RPC will close out this Agreement when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed. **FLEET OWNER,** within 30 days after the end date of this Agreement or the termination of the Agreement, must submit all financial, performance, and other reports required in Section 5.1. RPC shall reimburse **FLEET OWNER** in accordance with this Agreement if the new vehicle is purchased and operated by **FLEET OWNER** by April 1, 2019, and all documentation is received by RPC by April 30, 2019, and RPC receives payment from LaDOTD.

**FLEET OWNER** understands that the agreement between RPC and LaDOTD expires on April 1, 2019, and no extensions will be granted thereto. If the vehicle is not purchased and
operating in St. Bernard Parish by April 1, 2019, FLEET OWNER shall be responsible for the full amount of the project and RPC shall not reimburse FLEET OWNER for any expenses.

4. Compensation and/or Contribution

RPC agrees to reimburse FLEET OWNER for eighty percent (80%) of the incremental cost difference of the all-electric vehicle and equivalent gasoline vehicle as specified in Attachment A in an amount not to exceed twelve thousand nine hundred sixty seven dollars and twenty cents ($12,967.20), provided by USDOT FHWA CMAQ funding through LaDOTD and RPC’s Clean Fuel Transition Fund for Public Fleets. This is a cost-reimbursable Agreement. FLEET OWNER agrees to provide the required twenty percent (20%) match, not to exceed three thousand two hundred forty one dollars and eighty cents ($3,241.80).

Reimbursement Amount to be provided by RPC: $12,967.20

Match Amount to be provided by FLEET OWNER: $3,241.80

Total Project Cost: $16,209.00

5. Method of Payment

The total compensation to be paid to FLEET OWNER for the project described in this Agreement will be as follows:

One (1) invoice will be submitted with appropriate supportive data. FLEET OWNER will submit the invoice to RPC by April 30, 2019. The invoice will be submitted to RPC’s Project Coordinator, as specified in Section 20 below, for technical review and compliance with reporting requirements. Once the Project Coordinator approves the invoice, it will be submitted to RPC’s accounting office and to the full Regional Planning Commission for final approval and disbursement of funds in the amount of the invoice.

FLEET OWNER will be required to submit a completed Progress Report Evaluation Form with the invoice which will note the total amount of costs incurred, the 20% match amount paid by the FLEET OWNER and the amount requested for reimbursement (80% of project costs). The Progress Report Evaluation Form will also include the documentation noted below in Section 5.1. Proof of payment is required as documentation of FLEET OWNER’s twenty percent (20%) match and may be provided within 30 days of payment of FLEET OWNER’s invoice. Eighty percent (80%) of the project costs will be reimbursed by RPC up to a maximum reimbursement of $12,967.20. Further, no payments will be made to FLEET OWNER until FLEET OWNER’s billing proceeds are received by RPC from LaDOTD.

The invoice with documentation of services rendered must be submitted to Commission by FLEET OWNER by April 30, 2019.

5.1 Documentation

FLEET OWNER shall furnish to RPC sufficient proof that the work was performed including:
• Summary report signed by an official of FLEET OWNER responsible for overseeing the purchase that includes:
  - Vehicle identification information (make, model, year, Vehicle Identification Number) of the new all-electric vehicle
  - Copy of the invoice for the vehicle purchased
  - Proof of Payment (may be submitted with the invoice or within 30 days of the payment of the invoice)
  - Project Photos as follows:
    - Photographs of the Vehicle Identification Number (VIN) of new vehicle 1) close up and 2) with the vehicle in view
  - Summary of procurement procedures that meet all applicable state and local laws and regulations, including, but not limited to, the provisions of La. R.S. 38:2212, et seq. and/or La. R.S. 39:1551, et seq.
  - Documentation that the purchased vehicle was assembled in the United States in compliance with FHWA’s Buy America requirements and associated waiver as further described in Section 21.0
  - Evidence of appropriate scrappage of vehicle replaced including the engine serial number and/or the vehicle identification number and photos of the disabled engine block

• Any other documentation as required by the Administrative Conditions attached to the Cooperative Agreement between RPC and LaDOTD (attached as Attachment B)

6. Termination of Agreement

RPC may terminate this Agreement, or any portion of it, due to the cancellation of, or change to the agreement between RPC and LaDOTD (Attachment B) or for default of the FLEET OWNER to provide the required documentation or comply with the terms of this Agreement. RPC shall serve written notice of termination to FLEET OWNER which states the reason for the termination. If the termination is for default, the notice shall state the manner in which FLEET OWNER has failed to perform the requirements of the Agreement or provide the required documentation. If, after serving a notice of termination for default, RPC determines that FLEET OWNER has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of FLEET OWNER, RPC may reinstate this Agreement in writing or treat the termination as a termination for convenience.
7. Changes Extensions, Supplements, or Modifications of the Terms of this Agreement

Any changes, alterations, extensions, supplements or modifications of the terms of this Agreement, as detailed herein, shall be mutually agreed in writing by the Parties and incorporated as written amendments to this Agreement before same can be made a part hereof and binding on the Parties.

As stated in Section 3, no extensions shall be granted to this agreement.

8. Disadvantaged Business Enterprise Requirements

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this contract.

The FLEET OWNER agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with the funds received pursuant to this Agreement. FLEET OWNER shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts funded in whole or in part with the funds received pursuant to this Agreement. FLEET OWNER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.

RPC or FLEET OWNER shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

9. Civil Rights

FLEET OWNER agrees to abide by the requirements of the following, as applicable, in connection with the performance of this Agreement: Titles VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, 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;

FLEET OWNER agrees not to discriminate in its employment practices as it relates to this Agreement, and shall render services under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by FLEET OWNER or failure to comply with these statutory obligations when applicable, in connection with its performance under this Agreement, shall be grounds for termination of this Agreement.

10. Equal Employment Opportunity

In connection with the execution of this Agreement and in accordance with the contract provisions referenced in Form FHWA-1273 as “Section II, Nondiscrimination”, FLEET OWNER confirms that it has an approved Equal Employment Opportunity Plan in conformance with applicable federal and state agencies providing funding to this project and will ensure that all vendors associated with this Agreement adhere to Equal Employment Opportunity Commission requirements.

FLEET OWNER agrees not to discriminate in its employment practices and only use vendors in association with this Agreement that do not discriminate with regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or in regard to an individual’s sexual orientation.

Any act of discrimination committed by FLEET OWNER, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

11. Interest of Members

No officer, member or employee of RPC and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest - direct or indirect - in this Agreement or the proceeds thereof. It is understood, however, that the term "interest" as used in this section does not apply to the proper concern of RPC as a public agency, in the public interest, or to the intention to utilize these findings to further said public interest. It is also expressly understood that reference in this section to personal or pecuniary interest in no way is intended to encompass just payment to FLEET OWNER on a regular basis, for work undertaken in carrying out the requirements of this Agreement.

12. Officials Not to Benefit

No member of, or delegate to, the Congress of the United States of America, and no resident Commissioner, shall be admitted to any share or part thereof or benefit to arise herefrom, except in the public interest as cited in Section 11 above.
13.  **Right of Public Agencies to Material**

All reports, photographs or other documents produced in whole or in part under this Agreement may be utilized by either Party or any other public agency, in any manner that they deem necessary and advisable consistent with Louisiana R.S. 38:2317. In addition, one set of the photographs will be supplied in JPG, TIF, or PNG format or other similar format as may be specified by RPC.

14.  **Fiscal Responsibility**

RPC shall be recognized as the responsible fiscal agency for this project; FLEET OWNER through its authorized representative, hereto agrees that RPC, the State of Louisiana and LaDOTD through the Legislative Auditor, USDOT, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of FLEET OWNER which are reasonably related to this Agreement.

FLEET OWNER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for five (5) years from date of final payment under this Agreement, for inspection by RPC, LaDOTD, FHWA, USDOT, the Legislative Auditor, or the Comptroller General of the United States and copies thereof shall be furnished if requested.

The periods of access and examination described above, for records which relate to: (1) appeals under the “Termination” clause of this Agreement, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by RPC, LaDOTD, FHWA, USDOT, the Legislative Auditor, and/or the Comptroller General of the United States or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

15.  **Standard of Care**

FLEET OWNER hereby represents and warrants that it will exercise the same standard of care in purchasing equipment under this Agreement as would be ordinarily exercised by the FLEET OWNER and similar agencies in major United States metropolitan areas under the same or similar circumstances, including but not limited to the vetting of equipment vendors and installers and following public procurement requirements for the state of Louisiana. RPC is in no way responsible for the purchase of the vehicle.

16.  **Insurance**

FLEET OWNER is responsible for securing appropriate automobile insurance for the vehicle involved in this agreement and for maintaining such insurance for as long as the FLEET OWNER owns the vehicle. RPC has no responsibility to purchase such insurance or ensure that the FLEET OWNER secures or maintains such insurance.
17. **Indemnity**

FLEET OWNER shall indemnify and hold harmless RPC against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by FLEET OWNER, its agents, servants or employees, while engaged upon or in connection with the project described under this Agreement or with the vehicle involved in this agreement. However, FLEET OWNER shall not be liable for any claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of RPC’s intentional acts and/or negligence.

Further, FLEET OWNER hereby agrees to indemnify RPC for all reasonable expenses and attorney’s fees incurred by or imposed upon RPC in connection therewith for any such loss, damage, injury or other casualty pursuant to this Agreement. FLEET OWNER further agrees to pay all reasonable expenses and attorney’s fees incurred by RPC in establishing the right to indemnity pursuant to the provisions in this Agreement.

In the event that FLEET OWNER modifies RPC’s Agreement documents without the express prior written consent of RPC, whether such modification is made by the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, FLEET OWNER shall indemnify and hold harmless RPC from any claims, lawsuits, or damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modifications to any Agreement warranties; liquidated damages; payment terms; substantial or final completion; “or-equal” materials; insurance; notice to proceed; change orders; Agreement amendments; obligations, duties, or responsibilities of FLEET OWNER; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by RPC but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by RPC as a result of FLEET OWNER’s deviation from RPC’s Agreement documents.

18. **Governing Agreement**

This Agreement is made subject to the provisions contained in the governing agreement between LaDOTD and RPC identified as **State Project No. H.010744** (FAP No. H010744): RPC Purchase of New Alternative Fuel Vehicles, Conversion of Existing Vehicles to Alternative Fuel, and Idle Reduction Technologies.

FLEET OWNER will comply with the applicable provisions set forth in 23 CFR Part 420, Subpart A which is incorporated herein by reference. Procurement procedures for all purchases/procurements included in this Agreement shall conform to all applicable state and local laws and regulations, including, but not limited to, the provisions of LA R.S. 38:2212 et. seq., and/or LA R.S. 39:1551, et. seq.
19. **Ownership and Maintenance of Vehicle Purchased**

The vehicle purchased by FLEET OWNER related to this Agreement shall remain the property of FLEET OWNER and FLEET OWNER is solely responsible for the operation and maintenance of said vehicle. FLEET OWNER agrees to operate the vehicle for a minimum of 4 years after purchase unless the vehicle is rendered inoperable due to a crash or failure.

20. **RPC Program Management Staff**

The following Commission staff will serve to manage this work effort:

- RPC Executive Director: Jeff Roesel
- RPC Project Coordinator: Courtney Young

21. **Compliance with FHWA Buy America Requirements**

All equipment purchased under this Agreement will comply with the provisions of FHWA’s Buy America requirements (23 CFR 635.410 and 41 U.S.C. Sections 8301 - 8305) and the associated FHWA Waiver for Alternative Fuel Projects for vehicle projects that are to be funded with Federal-aid highway funds on the condition that such equipment is assembled in the United States.

22. **Ongoing Obligations**

FLEET OWNER agrees to submit fuel economy data to RPC’s Project Coordinator on an annual basis (typically collected Jan. 1 – March 15) for inclusion in RPC’s Annual Report to the U.S. Department of Energy, including but not limited to whether the vehicle is still in service, and the annual amount of fuel saved. RPC’s Project Coordinator will advise FLEET OWNER on reporting deadlines at least thirty (30) days prior to said deadline. The deadline will be February 28 of each year unless otherwise indicated.

[SIGNATURE ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the date above written in the multiple of three (3) originals in the Parish of Orleans, Louisiana, in the presence of the undersigned competent witnesses.

WITNESSES

REGIONAL PLANNING COMMISSION FOR
JEFFERSON, ORLEANS, PLAQUEMINES,
ST. BERNARD, ST CHARLES, ST. JOHN THE
BAPTIST, ST. TAMMANY AND
TANGIAPAOA, PARISHES

________________________________        BY:____________________________________
JEFF ROESEL
EXECUTIVE DIRECTOR

________________________________

Approved to as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of the agency represented on the date hereinabove shown.

________________________________
ERNEST BURGUIERES
LEGAL COUNSEL FOR RPC

WITNESSES:

ST. BERNARD PARISH GOVERNMENT

________________________________
BY:____________________________________
GUY MCINNIS
PARISH PRESIDENT
Attachment A

Project Information

(Project Application Submitted to and Approved by LaDOTD)
## Funding Application: RPC’s Clean Fuel Transition Fund for Public Fleets
### St. Bernard Parish Government - Electric Vehicle

### Vehicle Being Replaced

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<th>Year</th>
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<th>Average MPG</th>
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### Vehicle Being Purchased

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<td>$16,209.00</td>
<td>$12,967.20</td>
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*Miles per gallon gasoline equivalent

Total: $16,209.00 | $12,967.20 | $3,241.80

### Emissions Information (see additional information on Emissions Info Tab):

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Attachment B

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744

REGIONAL PLANNING COMMISSION PURCHASE OF NEW ALTERNATIVE FUEL VEHICLES, CONVERSION OF EXISTING VEHICLES TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES
June 20, 2014

Mr. Walter R. Brooks, Executive Director  
Regional Planning Commission  
10 Veterans Memorial Blvd.  
New Orleans, LA 70124-1162

RE:  Original Agreement  
State Project No. H.010744  
F.A.P. No. H010744  
RPC Purchase of New Alternative Fuel Vehicles,  
Conversion of Existing Vehicles to Alternative Fuel,  
and Idle Reduction Technologies  
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated May 21, 2014.

If you have any questions or comments, please contact Ryan Reviere at (225) 379-1071.

Sincerely,

Alan A. Dale, P.E.  
Consultant Contract Services Administrator

AD: dvl  
Attachments  
pc:  Mr. Ryan Reviere  
Mr. Jay Carney  
Ms. Rebecca Otte, RPC  
Mr. Chris G. Morvant, District 02  
Mr. Carl Highsmith, FHWA for information  
Mr. Michael Cain, FHWA for information  
Financial Services Section  
Ms. Connie Boudreaux  
Ms. Terri Campo
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AGREEMENT
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744

REGIONAL PLANNING COMMISSION PURCHASE OF NEW ALTERNATIVE FUEL VEHICLES, CONVERSION OF EXISTING VEHICLES TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES

THIS AGREEMENT, made and executed in three originals on this 21st day of May, 2014, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as “DOTD”, and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard and St. Tammany Parishes, a public agency responsible for metropolitan planning in the New Orleans urbanized area, hereinafter referred to as the (“RPC”).

WITNESSETH: That:

WHEREAS, the RPC has been designated by the Governor of the State of Louisiana as the recipient agency of the funds for the Regional Planning Commission area in order to fulfill the requirements of Section 134 of Title 23, United States Code (U.S.C.); and

WHEREAS, under the provisions of Title 23, U.S.C., "Highways", as amended, Congestion Mitigation and Air Quality (CMAQ) funds have been appropriated out of the Highway Trust Fund to finance Congestion Mitigation and Air Quality Improvement Program projects under the direct administration of the DOTD; and

WHEREAS, the RPC has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the RPC understands that funding for this project is not a grant, but will take the form of disbursements of eligible expenditures as provided herein; and

WHEREAS, the RPC ensures the project is part of the Transportation Improvement Program (TIP), which serves to implement the area wide transportation plan held currently valid by the appropriate local officials; and

WHEREAS, the RPC agrees to abide by the policies and procedures set forth in State Purchasing Regulations and DOTD is agreeable to the implementation of the Project and desires to cooperate with the RPC as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:
ARTICLE I: PROJECT DESCRIPTION

The RPC will use CMAQ funds to assist municipal, law enforcement, and other public entity fleets to reduce their air emissions and save fuel. This project will take place in Jefferson, Orleans, St. Bernard and St. Charles Parishes. The funds will provide a funding pool to reimburse municipal, law enforcement, and other public entity fleets for the incremental cost difference when purchasing new vehicles fueled by an alternative fuel, the cost to convert existing vehicles to an alternative fuel, and the cost of adding idle reduction technologies to existing or new vehicles as per the approved September 4, 2012 application and Stage 0.

The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and be responsible for the purchase/retrofit of vehicles. The agency shall then submit documentation to RPC showing the incremental cost difference/cost of conversion/cost of idle reduction system.

RPC will verify the information and then submit an invoice with the appropriate documentation to DOTD per Article VII of this agreement. Once funds from DOTD have been received by RPC, RPC will reimburse the municipality, law enforcement agency, or other public entity as applicable.

For purposes of identification and record keeping, State Project No. H.010744 and Federal Project No. H010744 has been assigned to this agreement. All correspondence, invoices, progress reports, and other such submittals to the DOTD in connection with this agreement shall be identified by these project numbers.

ARTICLE II: SERVICES BY RPC

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/conversion kits/technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document.

ARTICLE III: PROCUREMENT REQUIREMENTS

The municipality, law enforcement agency, or other public entity utilizing funding under this agreement shall follow their local procurement procedures for the purchase of vehicles, the retrofit of vehicles, and the procurement of vehicle technologies as approved by their
governing body. For documentation purposes, for each fleet that receives funding under this agreement, RPC will include information on the procurement process used in their reporting to DOTD. Procurement procedures for all purchases/procurements included in this Agreement shall conform to all applicable state and local laws and regulations, including, but not limited to, the provisions of La. R.S. 38:2212, et seq. and/or La. R.S. 39:1551, et seq.

The RPC shall not begin procurement procedures until official authorization has been received from DOTD.

ARTICLE IV: FUNDING

The cost of this project will be a joint participation between the RPC and the U.S. Department of Transportation, hereinafter “USDOT”, with the USDOT contributing through the DOTD, 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of eligible costs not requested for reimbursement. The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Funding is shown in the table below. Amounts in the Total Cost column are the incremental cost difference, conversion cost, and the cost of anti-idling equipment for each federal fiscal year.

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>CMAQ</th>
<th>Local Match (20%)</th>
<th>Federal Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$106,500</td>
<td>$85,200</td>
<td>$21,300</td>
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<tr>
<td>$412,000</td>
<td>$329,600</td>
<td>$82,400</td>
<td>2017</td>
</tr>
</tbody>
</table>

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

ARTICLE V: DBE REQUIREMENTS

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this contract.
The RPC or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The RPC or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The RPC or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The RPC or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the RPC or its contractor.

**ARTICLE VI: INCIDENTAL COSTS**

Incidental Project costs, if any, incurred by the RPC shall be its responsibility. Incidental Project costs, if any, incurred by the DOTD will be absorbed by DOTD.

**ARTICLE VII: COST DISBURSEMENTS**

The RPC shall render invoices for disbursement no more frequently than monthly and no less frequently than annually, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of RPC. Upon receipt of each disbursement requested, RPC is required to tender payment for the invoiced cost; RPC will provide proof of said payment within sixty (60) days from receipt of payment from DOTD. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD’s Audit Officer.

The total amount of the disbursements will not exceed the amounts outlined in Article IV. Before final payment is recommended by DOTD, all documentation of project expenses shall conform to DOTD policies and procedures. The RPC acknowledges, however, that the USDOT will not participate in the cost of those items not performed and/or constructed in accordance with the approved scope of services, and in this event the RPC will be obligated to assume full financial responsibility. The RPC shall also submit all final billings for all phases of work within three years after the completion or final acceptance
of the project. Failure to submit these billings within the specified three year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the RPC.

The RPC shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the RPC’s noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the RPC will be returned to the RPC upon clearance of the citation(s).

Should the RPC fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the RPC will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new CMAQ project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the USDOT in the project shall in no way be construed to make the DOTD or the USDOT a party to the contract between the RPC and its contractor.

**ARTICLE VIII: COST RECORDS**

The RPC and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

**ARTICLE IX: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the RPC have been made; but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the RPC should it desire to cancel the project prior to the purchase of the items covered in this contract.
3. By the DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

**ARTICLE X: PROJECT RESPONSIBILITY**

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the RPC will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

**ARTICLE XI: CIVIL RIGHTS**


The RPC agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

**ARTICLE XII: PUBLIC LIABILITY**

The RPC shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the RPC, its agents, servants or employees while engaged upon or in connection with the services required or performed by the RPC or resulting from the ownership, possession or control of the improvement during its life.
ARTICLE XIII: FINAL INSPECTION AND MAINTENANCE

Upon delivery and acceptance of the subject procurement by the RPC, the RPC shall submit to DOTD the following:

- Number of vehicles converted, contact information for the fleets that participate, and emissions reduced

- Documentation of the alternative fuel vehicles purchased, vehicles converted to an alternative fuel, and idle-reduction equipment installed including: fleet name and contact, number of vehicles, type of vehicle (make and model), VIN, type of activity (new purchase, conversion, idle reduction), annual VMT, project emissions savings, project costs and match documentation, project before and after photos

- A copy of the Clean Cities Annual Report (completed in March of each year)

The participating municipality, law enforcement agency, or other public entity shall assume all ownership, operation and maintenance or other recurring costs associated with the subject procurement.

ARTICLE XIV: FEDERAL PROVISIONS

The RPC agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR, Part 420, Subpart A, which is incorporated herein by reference.

ARTICLE XV: CONTRACTUAL OBLIGATIONS OF THE STATE

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, the DOTD, or the RPC, in violation of Louisiana Constitution, Article 1, § 23.

ARTICLE XVI: HOUSE BILL 1 COMPLIANCE

RPC shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

RPC understands and agrees that no funds will be transferred to RPC prior to receipt and approval by DOTD of the submissions required by House Bill 1.
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION

BY: Walter R. Brooks

Walter R. Brooks
TITLE: Executive Director

72-0595531
Taxpayer Identification Number

069305308
DUNS Number

CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Secretary

Secretary

RECOMMENDED FOR APPROVAL

BY: Division Head

Division Head
COST DISBURSEMENT CERTIFICATION

<table>
<thead>
<tr>
<th>Date:</th>
<th>Entity:</th>
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<tr>
<td>Project No:</td>
<td>Contract:</td>
<td>Amount</td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
<td>Phone No:</td>
</tr>
</tbody>
</table>

BY EXECUTION OF THIS DOCUMENT, I CERTIFY, ON BEHALF OF ENTITY THAT THE WORK, AS EVIDENCED BY THE ATTACHED INVOICES, HAS BEEN PERFORMED IN ACCORDANCE WITH THE TERMS OF THE DOTD/ENTITY AGREEMENT AND THAT THE SERVICES HAVE BEEN PERFORMED AND/OR THE GOODS RECEIVED. ENTITY AGREES THAT WITHIN SIXTY (60) DAYS FROM RECEIPT OF DISBURSEMENT BY DOTD, ENTITY WILL PROVIDE PROOF OF PAVEMENT FOR THE INVOICED SERVICES AND/OR GOODS.

CERTIFIED BY:

______________________________
Signature: Date:

______________________________
Title:
September 18, 2015

Mr. Walter R. Brooks, Deputy Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

RE: Supplemental Agreement No. 1
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated September 17, 2015.

If you have any questions or comments, please contact Tonyic L Robertson at (225) 379-1953.

Sincerely,

Hadi Shirazi, P.E., PTOE
Consultant Contract Services Administrator

HS: tr
Attachments
pc: Mr. Jay Carney
District 02 Administrator [Mr. Chris Morvant]
District 02 Assistant District Administrator of Engineering
District 02 Assistant District Administrator of Operations
District 02 Area Engineer
Ms. Elaine Rougeau
Financial Services Section
Ms. Terri Campo
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. H010744
FEDERAL AID PROJECT NO. H010744
REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES, CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES

THIS SUPPLEMENTAL AGREEMENT NO. 1, is made and executed in three original copies
on this 15th day of September, 2015, by and between the Department of
Transportation and Development, through its Secretary, hereinafter referred to as “DOTD”,
and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, and
St. Tammany Parishes, a public agency responsible for metropolitan planning in the New
Orleans urbanized area, hereinafter referred to as “RPC,” and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May
21st, 2014 to purchase new vehicles fueled by an alternative fuels, materials necessary to convert
existing vehicles to an alternative fuel, and idle reduction technologies for existing or new
vehicles to reduce air emissions and save fuel; and

WHEREAS, it is necessary to amend Article II: Services by RPC, Article IV: Funding, and
Article XIII: Final Inspection and Maintenance in the Original Agreement.

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to
cooperate with the RPC as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein
contained, the parties hereto agree as follows:

1.

ARTICLE II: SERVICES BY RPC is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles
fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative
fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds
provided under this agreement. The participating municipal, law enforcement, and other public
entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/
technologies and, as applicable, their installation. RPC will ensure that the agreement conditions
are met and facilitate the reimbursement process per Article I of this document. The services to
be performed under this contract are to be completed by September 30, 2017.

2.

ARTICLE IV: FUNDING is hereby amended to read as follows:

The cost of this project will be a joint participation between RPC and the U.S. Department of Transportation, hereafter "USDOT", with the USDOT contributing through DOTD 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of costs not eligible for reimbursement. Funds are available in four installments as shown in the table below (to be billed on an incremental basis). The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Amounts in the Total Cost column are the incremental cost difference, conversion cost, and the cost of anti-idling equipment.

<table>
<thead>
<tr>
<th>Total Cost</th>
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<td>$329,600</td>
<td>$82,400</td>
</tr>
</tbody>
</table>

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.

3.

ARTICLE XIII: FINAL INSPECTION AND MAINTENANCE is hereby amended to read as follows:

Upon delivery and acceptance of the subject procurement by the RPC, the RPC shall submit to DOTD the following:

- Documentation of the alternative fuel vehicles purchased, vehicles converted to an alternative fuel, and idle-reduction equipment installed including: fleet name and contact, number of vehicles, type of vehicle (make and model), VIN, type of activity (new purchase, conversion, idle reduction), annual VMT, project emissions savings, project costs and match documentation.
The participating municipality, law enforcement agency, or other public entity shall assume all ownership, operation and maintenance or other recurring costs associated with the subject procurement.

4.

The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, to the extent not inconsistent with this Supplemental Agreement No. 1, shall remain in full force and effect.
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION

BY:

Typed or Printed Name

Title

Taxpayer Identification Number

Duns No.

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY:

Secretary

RECOMMENDED FOR APPROVAL:

Division Head
August 24, 2017

Mr. Walter R. Brooks, Deputy Director  
Regional Planning Commission  
10 Veterans Memorial Blvd.  
New Orleans, LA 70124-1162

RE: Supplemental Agreement No. 2  
State Project No. H.010744  
F.A.P. No. H010744  
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies  
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Brooks:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated August 23, 2017.

If you have any questions or comments, please contact Tonyic L Robertson at (225) 379-1953 or email at tonyic.robertson@la.gov.

Sincerely,

Michael A. Gorbaty  
Contract/Grants Reviewer Manager

MG: tr  
Attachments  
pc: Mr. Jay Carney  
District 02 Administrator [Mr. Chris Morvant]  
Ms. Elaine Rougeau  
Financial Services Section  
Ms. Terri Campo
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 2
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744
REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES

THIS SUPPLEMENTAL AGREEMENT NO. 2, is made and executed in three original copies
on this 23rd day of August, 2017, by and between the Department of
Transportation and Development, through its Secretary, hereinafter referred to as “DOTD”,
and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, and
St. Tammany Parishes, a public agency responsible for metropolitan planning in the New
Orleans urbanized area, hereinafter referred to as “RPC,” and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May
21st, 2014 to purchase new vehicles fueled by an alternative fuel, materials necessary to convert
existing vehicles to an alternative fuel, and idle reduction technologies for existing or new
vehicles to reduce air emissions and save fuel; and Supplemental Agreement No. 1 dated
September 15, 2015, to amend Article IV: Funding, to add that funds are available in four
installments to be billed on an incremental basis, to amend Article XIII Final Inspection and
Maintenance,

WHEREAS, it is necessary to amend Article II: Services by RPC, to extend the performance
period through September 30, 2018, and Article IV: Funding, to add that funds that are
transferred to FTA will be subtracted from the maximum limitation of CMAQ funds and will
decrease the amount of CMAQ funds available for use by the RPC, and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to
cooperate with the RPC as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein
contained, the parties hereto agree as follows:
1. ARTICLE II: SERVICES BY RPC, is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/ conversion kits/ technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document. The services to be performed under this contract are to be completed by September 30, 2018.

2. ARTICLE IV: FUNDING is hereby amended to read as follows:

The cost of this project will be a joint participation between the RPC and the U.S. Department of Transportation, hereinafter “USDOT”, with the USDOT contributing through the DOTD, 80% of the purchase costs of labor and materials and the RPC, through the local participating agency, contributing 20%. The USDOT will provide funding using CMAQ funds. The municipality, law enforcement agency, or other public entity requesting the funding will provide the base price of the vehicle and/or any portion of costs not eligible for reimbursement. The RPC may incorporate items of work into the project not eligible for federal-aid participation at its own costs. Compensation for the services performed under this agreement will be based on the actual costs incurred with a maximum limitation of $1,136,500 total cost consisting of 80% in CMAQ funds ($909,200) and 20% in non-federal local match ($227,300). Funds that are transferred to FTA (Federal Transit Administration) will be subtracted from the maximum limitation of CMAQ funds and therefore will decrease the amount of CMAQ funds available for use by RPC.

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs incurred prior to such authorization will not be compensable.
The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, Supplemental Agreement No. 1 dated September 15, 2015 to the extent not inconsistent with this Supplemental Agreement No. 2, shall remain in full force and effect.
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION

BY: Walter R. Brooks

Typed or Printed Name

Executive Director

Title

72-0595531

Taxpayer Identification Number

069305308

Duns No.

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Secretary Shawn D. Wilson

RECOMMENDED FOR APPROVAL:

BY: Connie Portrait

Division Head
July 25, 2018

Mr. Jeffrey Roesel, Executive Director
Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

RE: Supplemental Agreement No. 3
State Project No. H.010744
F.A.P. No. H010744
RPC Purchase of Alternative Fuel Vehicles, Conversion, and Idle Reduction Technologies
Jefferson, Orleans, St. Bernard and St. Charles Parishes

Dear Mr. Roesel:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the Regional Planning Commission dated July 24, 2018.

If you have any questions or comments, please contact Tonyic L Robertson at (225) 379-1953 or email at tonyic.robertson@la.gov.

Sincerely,

[Signature]

Michael A. Gorbaty
Contract/Grants Reviewer Manager

MG: tr
Attachments
pc: Mr. Jay Carney
    District 02 Administrator [Mr. Chris Morvant]
    Ms. Elaine Rougeau
    Financial Services Section
    Ms. Vallouse Daniel
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 3
STATE PROJECT NO. H.010744
FEDERAL AID PROJECT NO. H010744
REGIONAL PLANNING COMMISSION PURCHASE OF NEW
ALTERNATIVE FUEL VEHICLES CONVERSION OF EXISTING VEHICLES
TO ALTERNATIVE FUEL, AND IDLE REDUCTION TECHNOLOGIES
JEFFERSON, ORLEANS, ST. BERNARD, AND ST. CHARLES PARISHES

THIS SUPPLEMENTAL AGREEMENT NO. 3, is made and executed in three original copies
on this 25 day of July, 2018, by and between the Department of
Transportation and Development, through its Secretary, hereinafter referred to as “DOTD”,
and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, and
St. Tammany Parishes, a public agency responsible for metropolitan planning in the New
Orleans urbanized area, hereinafter referred to as “RPC,” and

WITNESSETH: That;

WHEREAS, the DOTD and the RPC previously entered into a formal agreement, dated May
21st, 2014 to purchase new vehicles fueled by an alternative fuel, materials necessary to convert
existing vehicles to an alternative fuel, and idle reduction technologies for existing or new
vehicles to reduce air emissions and save fuel; Supplemental Agreement No. 1 dated September
15, 2015, to amend Article IV: Funding, to add that funds are available in four installments to be
billed on an incremental basis, to amend Article XIII Final Inspection and Maintenance, and
Supplemental Agreement No. 2, to amend Article II: Services by RPC, to extend the
performance period through September 30, 2018, and Article IV: Funding, to add that funds that
are transferred to FTA will be subtracted from the maximum limitation of CMAQ funds and will
decrease the amount of CMAQ funds available for use by the RPC; and

WHEREAS, it is necessary to amend Article II: Services by RPC, to extend the performance
period from September 30, 2018 to April 1, 2019, and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to
cooperate with the RPC as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein
contained, the parties hereto agree as follows:
ARTICLE II: SERVICES BY RPC, is hereby amended to read as follows:

The services to be performed under this agreement shall be the procurement of new vehicles fueled by an alternative fuel, materials necessary to convert existing vehicles to an alternative fuel, and idle reduction technologies for existing or new vehicles. RPC will manage the funds provided under this agreement. The participating municipal, law enforcement, and other public entity fleets will be responsible for the actual procurement of vehicles/conversion kits/technologies and, as applicable, their installation. RPC will ensure that the agreement conditions are met and facilitate the reimbursement process per Article I of this document. The services to be performed under this contract are to be completed by April 1, 2019.

2.

The DOTD and the Regional Planning Commission (RPC) agree that all provisions of the original agreement between the parties, dated May 21, 2014, Supplemental Agreement No. 1 dated September 15, 2015, and Supplemental Agreement No. 2 dated August 23, 2017 to the extent not inconsistent with this Supplemental Agreement No. 3, shall remain in full force and effect.
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

STATE OF LOUISIANA
REGIONAL PLANNING COMMISSION

BY: ____________________________
    Jeffrey W. Roesel
    Typed or Printed Name
    Executive Director
    Title

72-0595531
Taxpayer Identification Number

069305308
Duns No.

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: ____________________________
    Daniel J.
    Secretary

RECOMMENDED FOR APPROVAL:

BY: ____________________________
    Connie Parker Britts
    Division Head
On motion of XXXX, seconded by XXXX, it was moved to adopt the following ordinance:

Summary No. 3683
Introduced by: Councilmember Gorbaty on 2/5/19
Planning Commission recommended APPROVAL on 2/26/19
Public Hearing held on 3/6/19

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-4, GENERAL PROVISIONS; SUBSECTION 22-4-3, EXCEPTIONS AND MODIFICATIONS; SUBSUBSECTION 22-4-3.2; EXCEPTIONS TO AREA REGULATIONS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The Parish Council hereby amends Chapter 22 Zoning, Section 22-4 General Provisions, SubSection 22-4-3 Exceptions and Modifications SubSubSection 22-4-3.2 Exceptions to area regulations as attached in Exhibit “A”.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
March 6, 2019

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

__________________________  ___________________________
ROXANNE ADAMS              RICHARD "RICHIE" LEWIS
CLERK OF COUNCIL           COUNCIL CHAIR

Delivered to the Parish President  ________________________________
Date and Time

Received by  ________________________________

Approved ________________________________  Vetoed ________________________________

Parish President  ________________________________
Guy McInnis

Returned to Clerk of the Council  ________________________________
Date and Time

Received by  ________________________________
(a) Lots with less than a forty-foot frontage: Where a lot or parcel of land has an area less than the minimum requirements for the district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of passage of the ordinance from which this chapter derives, such lot, tract or parcel may be used only for single-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located. The proposed development shall be approved by the director of community development (design review) and then shall receive final approval from the planning commission (resolution).

(b) Non-conforming lots with a forty-foot frontage or greater: Where a lot or parcel of land has an area less than the minimum requirements for the district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of the building permit application, such lot, tract or parcel may be used only for single-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located. The proposed development shall be approved by the director of community development (design review).

(c) No cemetery or mausoleum may be located on a site less than fifteen (15) acres in size.

(d) Where any lot or parcel of land located in an approved subdivision or phased subdivision which has been subdivided or resubdivided prior to December 23, 1996, and has received final approval, shall not be subdivided or resubdivided under five thousand (5,000) square feet and said lot or parcel of land shall have no less than a fifty-foot frontage.

(e) Non-conforming lots in R-2 (Two-Family Residential) districts: Where a lot or parcel of land has an area less than the minimum requirements for the R-2 (Two-Family Residential) district in which it is located, but was a lot of record in separate ownership from adjacent property at the time of the building permit application, such lot, tract or parcel may be used for either single-family or two-family residential purposes or for any nonresidential purposes permitted in the district in which the property is located, subject to the following:

1. R-2 non-conforming lots shall have a minimum frontage lot width of 40’ and a minimum lot area of 4,000 sq. ft.
2. All new or substantially renovated development shall meet the provisions of Section 22-5-3 – Residential zoning districts (bulk and area requirements and Section 22-7-3.2 – Off-street parking and loading requirements (number of parking spaces).
3. R-2 non-conforming lot width between 40’ and 50’ shall only be permitted one (1) driveway per lot frontage, adjacent to public right-of-way. Not more than two (2) vehicles shall be allowed per ‘stacked’ parking area design.
EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, MARCH 6, 2019 AT SEVEN O’CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to adopt the following ordinance:

Summary No. 3686
Introduced by: Administration on 2/19/19
Public Hearing held on 3/6/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the purpose of the five percent (5%) budgetary compliance in accordance with the state law; and,

WHEREAS, no monies shall be moved from one fund or department without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as ***.

And the motion was declared adopted on the 6th day of March, 2019.
<table>
<thead>
<tr>
<th>Account Code</th>
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<th>Account Title</th>
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<td><strong>Net Effect on Fund Balance</strong></td>
<td></td>
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This Budget Amendment is to budget for the Budmat project.

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<td></td>
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<td>$0.00</td>
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This Budget Amendment is to budget for the new grant received from CY Pres Committee for Paul Park.

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<td></td>
<td></td>
<td><strong>Net Effect on Fund Balance</strong></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$981,500</td>
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This Budget Amendment is to budget for sewerage improvement in the Farmsite residential area.
On motion of XXXX, seconded by XXXX, it was moved to adopt the following ordinance:

Summary No. 3687
Introduced by: Councilmember Luna on 2/19/19
Public Hearing held on 3/6/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the purpose of the five percent (5%) budgetary compliance in accordance with the state law; and,

WHEREAS, no monies shall be moved from one fund or department without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
March 6, 2019

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

__________________________  __________________________
ROXANNE ADAMS            RICHARD "RICHIE" LEWIS
CLERK OF COUNCIL          COUNCIL CHAIR

Delivered to the Parish President  __________________________
Date and Time

Received by  __________________________

Approved __________________________
Vetoed __________________________

Parish President  __________________________
Guy McInnis

Returned to Clerk of the Council  __________________________
Date and Time

Received by  __________________________
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<td>Expenditure</td>
<td>$ 11,083</td>
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*Net Effect on Fund Balance*

This Budget Amendment is to budget for a donation from RPC to purchase a vehicle.
On motion of XXXX, seconded by XXXX, it was moved to adopt the following ordinance:

Summary No. 3688
Introduced by: Administration on 2/19/19
Public Hearing held on 3/6/19

AN ORDINANCE TO AMEND ORDINANCE SBPC #2119-12-18, AN ORDINANCE TO ADOPT THE 2019 ST. BERNARD PARISH ANNUAL OPERATING AND CAPITAL BUDGET.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. That St. Bernard Parish Annual Operating and Capital Budget for 2019 is hereby amended as per attached in Exhibit “A”.

WHEREAS, each department shall be treated as a separate fund for the purpose of the five percent (5%) budgetary compliance in accordance with the state law; and,

WHEREAS, no monies shall be moved from one fund or department without official action taken by the Parish Council; and,

WHEREAS, all revenues generated by a specific department shall be budgeted as a revenue within that department’s specific budget.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX. And the motion was declared adopted on the 6th day of March, 2019.

__________________________  ____________________________
ROXANNE ADAMS  RICHARD “RICHIE” LEWIS
CLERK OF COUNCIL  COUNCIL CHAIR

Delivered to the Parish President __________________________
Date and Time

Received by ____________________________

Approved ____________________________ Vetoed ____________________________

Parish President ________________________
Guy McInnis

Returned to Clerk of the Council ____________________________
Date and Time

Received by ____________________________
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<td></td>
<td>Net Effect on Fund Balance</td>
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<td>$-</td>
<td>$30,045</td>
</tr>
</tbody>
</table>

This Budget Amendment is to budget to increase the salary of the Public Works Director.
On motion of XXXX, seconded by XXXX, it was moved to introduce the following ordinance:

**Summary No. 3689**  
Introduced by: Administration on 3/6/19

AN ORDINANCE TO AMEND CHAPTER 17; PERSONNEL, ARTICLE V; DISCIPLINARY ACTIONS, SECTION 17-121; DISCIPLINARY PROCEDURE IN THE ST. BERNARD PARISH CODE OF ORDINANCES

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, The St. Bernard Parish Council believes it to be in the best interest of the citizens of St. Bernard Parish and St. Bernard Parish Government to amend Chapter 17; Personnel, Article V; Disciplinary Actions, Section 17-121; Disciplinary Procedure to provide for pre-termination hearings.

SECTION 1. The St. Bernard Parish Council hereby amends Chapter 17; Personnel, Article V; Disciplinary Actions, Section 17-121; Disciplinary Procedure as shown on "Exhibit A".

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
Sec. 17-121. - Disciplinary procedure.

(a) If an employee is not meeting parish standards of behavior or performance, the employee's supervisor should take the following action:

1. Meet with the employee to discuss the matter;
2. Inform the employee of the nature of the problem and the action necessary to correct it;
3. Consult with the director of human resources;
4. Prepare a memorandum for the supervisor's own records indicating that the meeting has taken place and the reason for the meeting; and
5. Have the employee sign the memorandum, warning, or if deemed appropriate an adverse action of reprimand, suspension or termination. Refusal of the employee to sign any documentation shall not prohibit disciplinary action.

(b) If there is a second occurrence, the supervisor should hold another meeting with the employee and take the following formal disciplinary action:

1. Issue a written reprimand to the employee;
2. Have employee sign reprimand;
3. Warn the employee that a third incident will result in more severe disciplinary action; and
4. Prepare and forward to the director of human resources, a written report describing the first and second incidents and summarizing the action taken during the meeting with the employee.

(c) If there are additional occurrences, the supervisor should continue the formal disciplinary procedure and take the following action:

1. Issue a written reprimand or warning;
2. Have employee sign reprimand; and
3. Recommend suspension of the employee without pay for up to five (5) working days; or
4. Recommend suspension of the employee indefinitely and recommend termination.
5. Prepare and forward to the director of human resources a written report describing the occurrences, indicating the time between the occurrences and summarizing the action taken or recommended and its jurisdiction.

(d) The progressive disciplinary procedures described in this section may be applied to an employee who is experiencing a series of unrelated problems involving job performance and/or behavior.

(e) In cases involving serious misconduct, such as a violation of law, the procedures outlined in this section may be disregarded. The supervisor should recommend suspension of the employee immediately, and if appropriate, recommend termination of the employee.
(f) If a supervisor recommends and makes a written report to the chief administrative officer that an employee's service be terminated, a complete investigation of the situation should be conducted before the termination decision is made. The chief administrative officer shall approve all terminations or suspensions that last longer than one (1) working day.

(g) In every case of termination of employment of a regular employee, the appointing authority shall conduct a pre-termination hearing and shall notify the employee of the proposed termination at least three (3) days prior to the pre-termination hearing. No termination decision shall be taken prior to a pre-termination hearing unless the employee has refused notice of the pre-termination hearing and/or or has taken steps that prevented the appointing authority from being able to effectuate notice of the pre-termination hearing.

(h) Employees who believe they have been disciplined too severely or without good cause are encouraged to utilize the grievance procedure as outlined in article II, division 2, section 17-57.
On motion of XXXX, seconded by XXXX, it was moved to introduce the following ordinance:

Summary No. 3690
Planning Commission recommended APPROVAL on 2/26/19
Introduced by: Administration on 3/6/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-004, PETITION OF MICHAEL CHIANELLI FOR A ZONING CHANGE FROM R-2(TWO FAMILY RESIDENTIAL) AND C-1(NEIGHBORHOOD COMMERCIAL) TO C-2 TO OPERATE A USED CAR LOT. PROPERTY LOCATION: 3737 PARIS RD. CHALMETTE, LA 70043.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council does hereby approve Docket Z-2019-004, petition of Michael Chianelli for a zoning change from R-2(Two Family Residential) and C-1(OutOfRange Commercial) to C-2 to operate a Used Car Lot.

PROPERTY LOCATION: 3737 PARIS RD. CHALMETTE, LA 70043.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.
The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
On motion of XXXX, seconded by XXXX, it was moved to introduce the following ordinance:

**Summary No. 3691**
Planning Commission recommended Vote for Approval w/conditions failed 3-3 vote. No Recommendation on 2/26/19
Introduced by: Administration on 3/6/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-005, PETITION OF THE DANCE CONNECTION FOR A ZONING CHANGE FROM C-1(NEIGHBORHOOD COMMERCIAL) TO C-2(GENERAL COMMERCIAL) AND A CONDITIONAL USE PERMIT TO ALLOW LIGHT MANUFACTURING. PROPERTY LOCATION: 1009 E. JUDGE PEREZ DR. CHALMETTE, LA 70043.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council does hereby approve Docket Z-2019-005, petition of The Dance Connection for a zoning change from C-1 (Neighborhood Commercial) to C-2 (General Commercial) and a Conditional Use Permit to allow Light Manufacturing.

PROPERTY LOCATION: 1009 E. JUDGE PEREZ DR. CHALMETTE, LA 70043.

Planning Commission recommends APPROVAL with the following CONDITIONS AND WAIVERS:

**CONDITIONS:**
- The property owner shall repair or erect perimeter fencing along the extent of the interior and rear property lines.
- The property owner shall provide one (1) commercial dumpster pen area to accommodate at least two (2) commercial dumpsters.
- The property owner shall restripe existing parking spaces, including a minimum of two (2) handicapped accessible spaces.
- The property owner shall provide a 100’ diameter turn-around area at the rear of the property.
- Hours of all operations between 8 A.M. and 4:30 P.M.
WAIVERS:

• The property owner shall provide a 10’ in width landscaped buffer along the side and rear property lines beyond the front facing façade of the existing structure.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.
C E R T I F I C A T E

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

________________________
ROXANNE ADAMS
CLERK OF COUNCIL
EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, MARCH 6, 2019 AT SEVEN O’CLOCK P.M.

On motion of XXXX, seconded by XXXX, it was moved to introduce the following ordinance:

Summary No. 3692
Planning Commission recommended APPROVAL on 2/26/19
Introduced by: Administration on 3/6/19

AN ORDINANCE TO APPROVE DOCKET Z-2019-006, PETITION OF JOHN KAMLADE JR. FOR A ZONING CHANGE FROM R-3(MULTI-FAMILY RESIDENTIAL AND C-1(NEIGHBORHOOD COMMERCIAL) TO C-2(GENERAL COMMERCIAL) AND A CONDITIONAL USE PERMIT TO ALLOW VEHICLE STORAGE LOT. PROPERTY LOCATION: 2025 LICCIARDI LANE VIOLET, LA 70092

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The St. Bernard Parish Council does hereby approve Docket Z-2019-006, petition of John Kamlude Jr. for a Zoning Change from R-3 (Multi-Family Residential and C-1 (Neighborhood Commercial) to C-2 (General Commercial) and a Conditional Use Permit to allow vehicle storage lot.

PROPERTY LOCATION: 2025 LICCIARDI LANE VIOLET, LA 70092

Planning Commission recommends APPROVAL with the following CONDITIONS:

CONDITIONS:

• The property owner shall repair or erect perimeter fencing along the extent of the property lines.
• The property owner shall provide a 10’ in width landscaped buffer along the side and rear property lines beyond the front facing façade of the existing structure.

SECTION 2. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.
SECTION 3. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS:

NAYS:

ABSENT:

The Council Chair, Mr. Lewis, cast his vote as XXX.

And the motion was declared adopted on the 6th day of March, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Wednesday, March 6, 2019.

Witness my hand and the seal of the Parish of St. Bernard on this 6th day of March, 2019.

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ROXANNE ADAMS
CLERK OF COUNCIL