

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, SEPTEMBER 8, 2022, at 6:00PM
MANDEVILLE CITY HALL COUNCIL CHAMBERS
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

MINUTES:

Adoption of the August 17, 2022, Budget Meeting Minutes

Adoption of the August 25, 2022, Budget & Regular Meeting Minutes

REPORTS AND ANNOUNCEMENTS:

PRESENTATIONS:

Ms. Melissa Henry, St Tammany Parish Clerk of Court, will give an update on the election process.

OLD BUSINESS: none

NEW BUSINESS

1. Approval of the Mande Milkshakers Walk a Mile, Saturday October 29, 2022 from 4-8pm with rain date Sunday, October 30, 2022 from 4-8pm. Location is Lakeshore Dr & Trailhead (map attached) (Councilwoman McGuire, District III)
2. Approval of the Mande Milkshakers Veterans Day Parade, Saturday November 12, 2022 from 3-6pm with a rain date of Sunday, November 13, 2022 from 3-6pm Location is Lakeshore Drive & Trailhead (map attached) (Councilwoman McGuire, District III)
3. Approval of the special event for Ozone Songwriter Festival, Saturday November 5, 2022 from 2-5pm and Sunday, November 6, 2022 from 11-5pm to be located at the St. Ann Street Stroll (map attached) (Councilman Kreller, District II)
4. Approval of the liquor license for Maryland Blue Crab – Crab House to be located at 4350 Hwy 22 Suite H, Mandeville, La 70471 (Councilman Bush, District I)
5. Approval of the liquor license for Target Store T-3441 to be located at 3450 Highway 190 Suite 2 Mandeville, LA 70471 (Councilman Kreller, District II)
6. Approval of liquor license for Odelia LLC to be located at 3529 Highway 190 Mandeville, LA 70471 (Councilman Kreller, District II)
7. Approval of Change Order #3 Monroe @ E. Causeway Intersection and Traffic Signal Improvements for a decrease of \$10,261.20 for a total contract price of \$278,087.41 (Councilman Danielson, At-Large)
8. Approval of Substantial Completion of the Monroe @ E. Causeway Intersection and Traffic Signal Improvements with punch list items of \$2,500.00 (Councilman Danielson, At-Large)
9. Adoption of Resolution No. 22-34; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN EMERGENCY FOOD SERVICE FOR FIRST RESPONDERS CONTRACT BETWEEN THE CITY OF MANDEVILLE AND THE TDP GROUP d/b/a FOCUS FOODS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

10. Adoption of Resolution No. 22-35; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BID FOR THE HURRICANE IDA FENCE REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOWEST BIDDER AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)
11. Adoption of Resolution No. 22-36; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN EMERGENCY GENERATOR MAINTENANCE AND EMERGENCY REPAIR CONTRACT BETWEEN THE CITY OF MANDEVILLE AND RP POWER, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)
12. Adoption of Resolution No. 22-37; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND OZONE MUSIC EDUCATION FOUNDATION, INC.; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilwoman McGuire, District III)
13. 11. Introduction of Ordinance No. 22-23; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND THE PERSONNEL POLICIES RELATIVE TO THE PAY SCALE OF THE NON-POLICE MUNICIPAL CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
14. Introduction of Ordinance No. 22-24; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO APPROVE THE PAY SCALE RELATIVE TO COMPENSATION PLAN OF THE MUNICIPAL POLICE CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
15. Introduction of Ordinance No. 22-25; AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE CODE OF ORDINANCE, CITY OF MANDEVILLE, BY AMENDING SEC. 13-3, OBSTRUCTION OF STREET GENERALLY, AND AMENDING SEC. 13-4, OBSTRUCTION OF WALK, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman & McGuire)
16. Introduction of Ordinance No. 22-26; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND SECTION 2-8 OF CHAPTER 2 OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO THE COMPENSATION OF THE MAYOR OF THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

PUBLIC COMMENT:

PROJECTS IN PROGRESS (STATUS REPORT):

ADJOURNMENT

Kristine Scherer

Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: September 1, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

Ozone Songwriter Festival

Applicant: Randy Russell

Date/Time: Saturday, November 5, 2022 – 2:00 p.m. – 5:00 p.m.

Sunday, November 6, 2022 – 11:00 a.m. – 5:00 p.m.

Rain Date: N/A

Location: St. Ann Street Stroll (Map Attached)

Approval Requests:

- Cooperative Endeavor Agreement Approval
- Alcohol Permit

Contingencies:

- ATC special event liquor permit approval

Mande Milkshakers – Walk A Mile

Applicant: Tina Rhinehart

Date/Time: Saturday, October 29, 2022 – 4:00 p.m. – 8:00 p.m.

Rain Date: Sunday, October 30, 2022 4:00 p.m. – 8:00 p.m.

Location: Lakeshore Drive & Trailhead (Map Attached)

Approval Requests:

- City Permit requested to apply for ATC for Special Events Liquor Permit
- Route Approval

Contingencies:

- ATC special event liquor permit approval
- MPD Route and Detail approval

Mande Milkshakers – Veteran’s Day Parade

Applicant: Tina Rhinehart

Date/Time: Saturday, November 11, 2022 – 3:00 p.m. – 6:00 p.m.

Rain Date: Sunday, November 13, 2022 3:00 p.m. – 6:00 p.m.

Location: Lakeshore Drive & Trailhead (Map Attached)

Approval Requests:

- City Permit requested to apply for ATC for Special Events Liquor Permit
- MPD Route and Detail Approval

Contingencies:

- ATC special event liquor permit approval
- MPD route and detail approval

Attachments

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Mande Milkshakers
Name of Authorized Representative Tina Rhinehart Non-Profit/Tax-Exempt # 82-1035168
Mailing Address 700 Carondelet St.
City Mandeville State La Zip 70448
Applicant Phone # 985-705-3375 Alt. Phone # _____
E-Mail mande milkshakers@gmail.com Application Fee Paid? YES NO

Name of Event: Walk a Mile Mandeville
Date(s) of Event: Day Saturday Date 10, 29, 22 Time 4-8pm Rain Dates(s) 10/30/22
Event Location: Lakefront and Trailhead

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____

Description/Purpose of Event Support Safe Harbor Estimated Attendance 300

EVENT DETAILS - Check all that apply: see attachment

1	Are patron admission, entry or participant fees charged?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
8	Will there be canopies or tents?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

12	Do you plan to provide portable toilets? * See Guidelines*	<input type="radio"/> Yes	<input checked="" type="radio"/> No
13	Will there be security staff?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
14	Are you planning to have amplified sound?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
15	Will you need access to power or water? (please circle)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
16	Will there be any signs, banners, decorations, or special lighting?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions, and with applicable laws and ordinances. The event organizer or other authorized representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By:

Tina M. Rhinehart

Printed Name:

Tina M. Rhinehart

Organization Represented:

Mande Milkshakers

Office Held

Captain

Date

7/14/22



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 4-8 pm
2. Location of event: Lakefront and Trailhead
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
Tina Rhuehart
985-705-3375
9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 300

Walk a Mile Mandeville

Please return completed form to Asst Chief Ron Ruple.



 www.walkinherhoes.org
Walk a Mile in Her Shoes®

**THE INTERNATIONAL MEN'S MARCH
TO STOP RAPE, SEXUAL ASSAULT & GENDER VIOLENCE**

Participants:

- Community members are invited to participate in the Walk a Mile in Her Shoes Event by registering as an individual or teams. The registration fees will go to cover event expenses and be donated to Safe Harbor.
- The participants will receive a pair of shoes to complete the walk in as part of the registration fee.
- Winners will be awarded in the following categories: Individual Fundraising Winner, Team Fundraising Winners

Post Walk Party:

- Participants will gather at the Mandeville Trailhead for a post walk party open to the public.
- The free event will feature a live band, a performance by the Mande Milkshakers, award ceremony, a raffle; door prizes, food and refreshments.
- Community members will be invited to attend the free event and bring their own food and drinks.
- The Mande Milkshakers will be collecting donations for Safe Harbor.
- The After Party will last from 6-8pm.
- The Mande Milkshakers will arrange the cleaning of the Trailhead after the event.

Additional details:

- The Mande Milkshakers have secured a \$2 Million insurance policy to cover the event.
- The Mande Milkshakers will arrange for a security escort for the walk through the Mandeville Police Department.
- The Mande Milkshakers will arrange for the cleanup of the Lakefront and the Trailhead following the walk and after party.
- The Mande Milkshakers are working with local businesses and the Old Mandeville Business Association to encourage a positive impact on those entities as a result of this event.



Walk a Mile in Her Shoes®

THE INTERNATIONAL MEN'S MARCH
TO STOP RAPE, SEXUAL ASSAULT & GENDER VIOLENCE

Walk a Mile in Her Shoes
benefiting Safe Harbor
Saturday, October 29, 2022
4-8pm

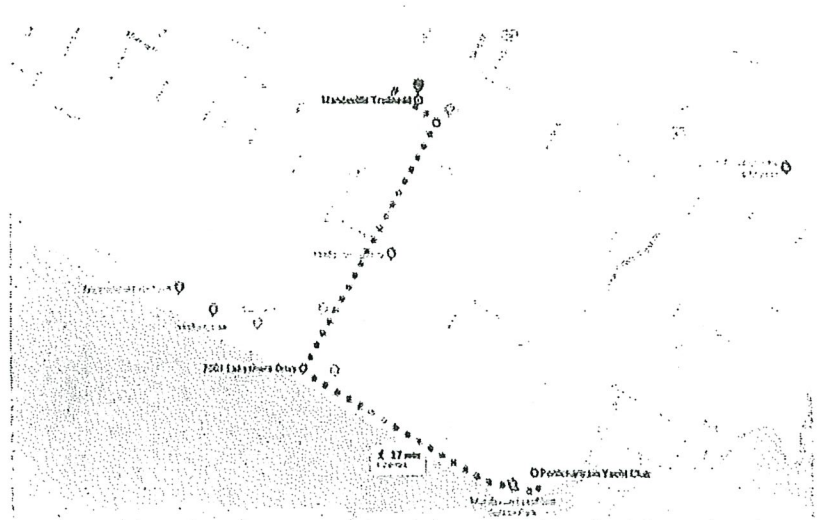
The Mande Milkshakers, along with our charity partner, Safe Harbor, would like to host this internationally recognized event for women's health here in Mandeville. This is a 1 mile walk for men, walking in High heel shoes. Participants raise donations for our charity partnership through event registration and participant sponsorships. Walk a Mile in Her Shoes events have occurred all across the country and have been successful at raising funds and awareness for domestic violence. We would like to continue that tradition, here in Mandeville, in order to help fully fund the great work Safe Harbor does for women and children in St. Tammany Parish.

The Walk a Mile in Her Shoes event will take place Saturday, October 29th from 4-8pm in Old Mandeville. Registration will take place at the Mandeville Boat Launch at the east end of the Lakefront from 4-5pm. The walk will last from 5-6pm, starting at the Pontchartrain Yacht Club and end at the Mandeville Trailhead. Following the walk, we will host a party for walk participants as well as community members at the Mandeville Trailhead from 6-8 pm. The walk itself will have participants walk in heels if possible, the 1.3 mile course, along the bike path of Lakeshore Drive and the sidewalk of Girod street to the Mandeville Trailhead. The post walk party will consist of food and beverage vendors, a live band, local business vendors, and advocacy groups to provide information about resources for women and families in need.

All are welcome to participate.
Women's shoes are encouraged but
all will be accepted to help raise
money for Safe Harbor.

Event Details
Saturday, October 29, 2020
4-8pm

- Walk Registration/Check in
 - Mandeville Boat Launch
 - 4-5pm
- Walk
 - PYC to Mandeville Trailhead
 - 5-6pm
- Post Walk Party
 - Mandeville Trailhead
 - 6-8pm



City of Mandeville
 3101 East Causeway Approach
 Mandeville, Louisiana 70448
 985-624-3147 985-624-3149 Fax

****SPECIAL EVENTS (3-DAY)****
LIQUOR LICENSE APPLICATION

- Liquor license to be issued to: Mande Milkshakers
- Legal name(s): Individual, Partners, or Corporation Mande Milkshakers LLC
- Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ (Restaurant ___)
- Business location address: 700 Carondelet St Mandeville, La 70448
 Telephone: (985) 705 3375
- Mailing address: 700 Carondelet St Mandeville, La 70448
- Contact Person: Tina Rhinehart
 Phone Number: (985) 705 3375 E-Mail Address: mandemilkshakers@gmail.com
 Fax Number: () Web Address: mandemilkshakers.com

- Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)

- If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative.
 The list of names below should each furnish a notarized Schedule "A".

A. Tina Rhinehart Captain 438 678430 100
Name Title SSN % Owned
700 Carondelet St Mandeville, La 70448 985 705 3375
Resident Address City State Zip Home Phone Number

B.

Name	Title	SSN	% Owned
Resident Address	City State Zip	Home Phone Number	

C.

Name	Title	SSN	% Owned
Resident Address	City State Zip	Home Phone Number	

- Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO. If yes, list.

- Does applicant hold State or City of Mandeville liquor license for current year at any other location?
NO If yes: Name _____ Location: _____

- Has applicant applied for state liquor license? NO

- Has the applicant ever been denied a state or local liquor license? NO

- Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO

- Is applicant the owner of the premises to be occupied? NO. If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application)

- If premises leased, give name and address of lesser: Mandeville Trailhead

- Describe the part of the building to be occupied by business: Whole Venue

- Open date for this location: October 29, 2022

- Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Special event raising money for Safe Harbor

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and correct:
 Signature of Applicant Tina Rhinehart Title: Captain
 Signature of Preparer _____ Date _____

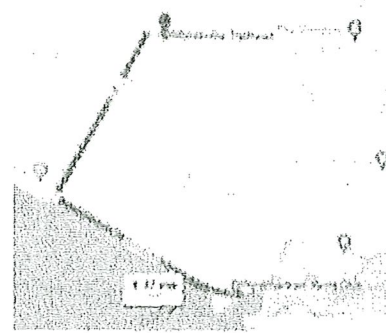
Walk a Mile

Veterans Day Parade
Special Event Request

Saturday, November 12, 2022

Parade 3 pm

Festival 4-6pm



The Northshore's premier marching group and women's organization, the Mande Milkshakers, continue to shake things up in St. Tammany. The polkadot posse is looking to commemorate Veterans Day with a walking parade Saturday, November 12, 2022 at 3 pm on the Mandeville Lakefront. This 1st annual event will feature the Mande Milkshakers as they debut their new parade routines alongside other dance krewes and community marching bands against the backdrop of the picturesque oak lined lake landscape.

Then come shake a tailfeather with the Mandes at the Mandeville Trailhead for a family friendly parade after party featuring Louisiana Seafood and Abita Beer as well as plenty of music and entertainment!

Parade Route:

- Parade participants will line up on the Mandeville Lakefront at the Harbor on Jackson at 2 pm.
- Beginning at 3 pm, the parade will proceed westward down the Mandeville Lakefront from the Harbor and turn north on Girod Street.
- Once on Girod street, the parade will proceed north, ending at the Mandeville Trailhead around 4 pm.

Parade Participants:

- Community members are invited to participate in the Veterans Day parade in 4 categories.
- Walkers, bike riders, groups, golf carts, and vehicles.
- The parade participants are encouraged to dress up and decorate their vehicles with patriotic flair.
- Local school bands and groups will be invited to participate to encourage community support.

Parade After Party:

- The parade participants will gather at the Mandeville Trailhead for a parade after party open to the public.
- The free event will feature music, a performance by the Mande Milkshakers, food and refreshments.
- Mande Milkshaker donors will receive a wristband for Louisiana Seafood Pastalaya and Abita Beer.
- The After Party will last from 4-6pm.



Liquor License Application

1. Liquor license to be issued to: MARYLAND BLUE CRAB - CRAB HOUSE
 2. Legal name(s): Individual, Partners, or Corporation MD BLUE CRAB MANDEVILLE LLC
 3. Apply for: Class "A" Class "B" / High Content Low Content / Restaurant
 4. Business location address: 4350 HWY 22 SUITE H MANDEVILLE LA 70471
 Telephone (985) 718-2555
 5. Mailing address: 13055 WEST MAIN ST. LAROSE LA 70373
 6. Contact Person THERON MCCARTHY Phone Number (985) 718-2555
 E-Mail Address: MARYLANDBLUECRAB@OUTLOOK.COM Fax Number (985) 845-8256 Web Address _____
 7. Type of organization: Individual (Complete line A only) Partnership Corporation Non-Profit LLP LLC Other

8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

Name	Title	% Owned
A. <u>THERON JOSEPH MCCARTHY III</u>	<u>MEMBER</u>	<u>33.4%</u>
B. <u>THERON JOSEPH MCCARTHY IV</u>	<u>MEMBER</u>	<u>33.3%</u>
C. <u>BRAD THOMAS MCCARTHY</u>	<u>MEMBER</u>	<u>33.3%</u>

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name	Owner's name	Address	License #
------------	--------------	---------	-----------

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name _____ Location: _____
 11. Has applicant applied for state liquor license? YES
 12. Has the applicant ever been denied a state or local liquor license? NO
 13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
 14. Is applicant the owner of the premises to be occupied? NO
 If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
 15. If premises leased, give name and address of lesser. _____
 16. Describe the part of the building to be occupied by business: RESTAURANT WITH KITCHEN AND DINING ROOM
 17. Open date for this location MAY 1, 2022
 18. Describe in detail your business, i.e.: Type of sales, activity, or service you perform:

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department. Visit <http://www.stpsa.com/how-do-i/sales-tax/> for forms and to register online.

I affirm that the information given on this application is true and correct.
 Signature of Applicant [Signature] Title: Member
 Signature of Preparer _____ Date _____

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owing more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business MARYLAND BLUE CRAB - CRAB HOUSE
2. What is your name? THERON MCCARTHY III
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? YES
13. Have you or your spouse any interest in an establishment holding a current liquor license? YES
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
MARYLAND BLUE CRAB HOUSE	4350 Hwy 32 SUITE H	RESTAURANT	52-11325	33
14. Have you ever used any other name than the one given herein? NO

Name	Placed Used	Date

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this day of August, 2022.

[Signature]
 Notary Public
 Commission Expires 12/31/2023
 My Commission is for LA

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, any check returned to Avenu due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any late fees or penalties that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenulabs.com.

Mandeville, LA Occupational License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business MARYLAND BLUE CRAB HOUSE MANDEVILLE
2. What is your name? BRAD MCCARTHY
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? NO
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? N/A
13. Have you or your spouse any interest in an establishment holding a current liquor license? YES
 If so, list the following:

<u>MARYLAND BLUE CRAB HOUSE</u>	<u>7100 SULLIVAN POINT RD</u>	<u>RESTAURANT</u>	<u>20220488</u>	<u>33</u>
Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? NO

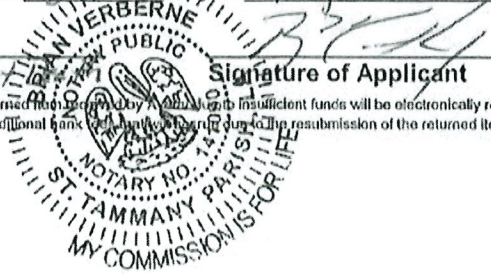
Name	Placed Used	Date

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 23 day of August, 2022.

[Signature] 141090
 Notary Public Commission Expires [REDACTED]



[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned check by Avenu to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees or charges due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsights.com.

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Mid Blue Crab Mandeville LLC
2. What is your name? Theron McCarthy
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? Yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? Yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No
12. If married is husband or wife eligible for license? Yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? No
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? <u>No</u>				

Name	Placed Used	Date
------	-------------	------

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 23rd day of August, 2022.

Notary Public

Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically re-presented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please add the full returned check policy at www.avanuinahite.com.



Mark A. Mouton
 Notary Public
 Notary ID No. 141026
 Terrebonne Parish, LA

**ST. TAMMANY
FARMER**

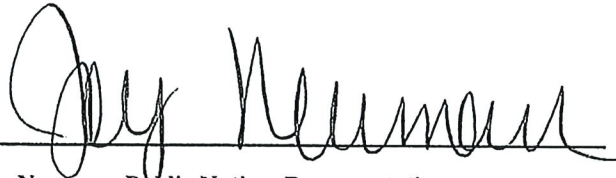
**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

PROOF OF PUBLICATION

The hereto attached notice
was published in

ST. TAMMANY FARMER,
a weekly newspaper of general
circulation within the Parish of
St. Tammany, in the
following issues:

05/18/22



Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

5/18/22



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana

My Commission Expires: Indefinite



THERON MCCARTHY

74712

509 Drake Elm Ct
Madisonville, LA 70447

Mandeville LA Occupational Chain Store License Renewal
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



Liquor License Application

1. Liquor license to be issued to: Target Store T-3441
 2. Legal name(s): Individual, Partners, or Corporation Target Corporation
 3. Apply for: Class "A" ___ Class "B" x / High Content x Low Content x /Restaurant ___
 4. Business location address: 3450 Highway 190, STE. 2 Mandeville LA 70471-3196
Address City State Zip
 Telephone (985) 231-3387
 5. Mailing address PO BOX 9471, TPS-3010 Minneapolis MN 55440-9471
Address City State Zip
 6. Contact Person Ryan Habeger Phone Number (612) 696-9498
 E-Mail Address: Liquor.Licensing@target.com Fax Number (___) _____ Web Address www.target.com

7. Type of organization: Individual (Complete line A only) ___ Partnership x Corporation ___ Non-Profit ___ LLP ___ LLC ___ Other ___
 8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A.	Name	Title	SSN	% Owned
	Janine L. Brown-Wiese	Vice President	[REDACTED]	Less than 5%
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name	Owner's name	Address	License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name _____ Location: _____
 11. Has applicant applied for state liquor license? YES
 12. Has the applicant ever been denied a state or local liquor license? NO
 13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
 14. Is applicant the owner of the premises to be occupied? NO
 If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)
 15. If premises leased, give name and address of lesser, Premier Centre LLC, C/o Stirling Properties 109 Northpark Blvd, Suite 300, Covington, LA 70433
 16. Describe the part of the building to be occupied by business: Business occupies the entire space
 17. Open date for this location 10/18/2022
 18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Retail sales of general merchandise including limited expanded grocery. Alcoholic beverages for off premises consumption only. Starbucks coffee shop

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department. Visit <http://www.stpsa.com/how-do-i/sales-tax/> for forms and to register online.

I affirm that the information given on this application is true and correct.
 Signature of Applicant _____ Title: Vice President
 Signature of Preparer Ryan Habeger Date 08/16/2022

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Target Corporation
2. What is your name? Janine L. Brown-Wiese
3. Residence address? [Redacted]
4. Date of Birth [Redacted] Place of Birth [Redacted] City [Redacted] State [Redacted] Zip [Redacted]
5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? No
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? No
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No
12. If married is husband or wife eligible for license? Yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? Yes
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
<u>See Attached</u>				
14. Have you ever used any other name than the one given herein? No

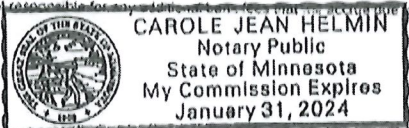
Name	Placed Used	Date

AFFIDAVIT
 I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.
 Subscribed and sworn to me before this 10th day of August, 2022.

Carole Helmin
 Notary Public

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional charges that may be assessed by the resubmission of the returned item. Please see the full returned check policy at www.avenusofts.com.



ST. TAMMANY
FARMER

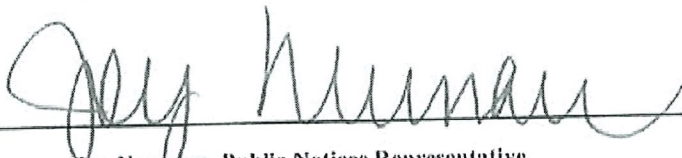
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice
was published in

ST. TAMMANY FARMER,
a weekly newspaper of general
circulation within the Parish of
St. Tammany, in the
following issues:

07/27/22



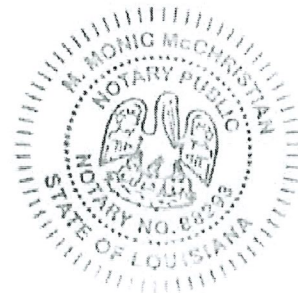
Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

7/27/22



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



TARGET CORPORATION

86643

1000 Nicollet Mall # TPS-3010
Minneapolis, MN 554032542

PUBLIC NOTICE

Target Corporation d/b/a Target is applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammy at the following address 3450 US Hwy 190, Suite 2, Mandeville, LA 70471.

Target Corporation /
Target T-3441
Corey Haaland, Ja-
nine Brown-Wiese
86643-JULY 27-1T

700469

Mandeville LA Occupational Chain Store License Renewal
9618 Jefferson Highway, Suite D #334
Baton Rouge, LA 70809
Phone 800-556-7274



Liquor License Application

- 1. Liquor license to be issued to: Odelia LLC
- 2. Legal name(s): Individual, Partners, or Corporation THOMAS & KIM DE BROCK
- 3. Apply for: Class "A" Class "B" High Content Low Content Restaurant
- 4. Business location address: 3529 Hwy. 190 MANDEVILLE City LA State 70471 Zip
- Telephone (985) 630-3833
- 5. Mailing address 102 Audubon Lane City MANDEVILLE State LA Zip 70471
- 6. Contact Person THOMAS DE BROCK Phone Number (985) 630-3833
- E-Mail Address: Tommy@OdeliaCafe.com Fax Number () Web Address in process of creating
- 7. Type of organization: Individual (Complete line A only) Partnership Corporation Non-Profit LLP LLC Other

8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

Name	Title	City	State	Zip	Home Phone Number
A. <u>THOMAS DE BROCK</u>	<u>PARTNER</u>	[Redacted]	[Redacted]	<u>50</u>	[Redacted]
B. <u>KIM DE BROCK</u>	<u>PARTNER</u>	[Redacted]	[Redacted]	<u>50</u>	[Redacted]
C. <u>BLAKE DE BROCK</u>	<u>MANAGER</u>	[Redacted]	[Redacted]	[Redacted]	[Redacted]

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name _____ Owners name _____ Address _____ License # _____

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name _____ Location: _____

11. Has applicant applied for state liquor license? Applying Now.

12. Has the applicant ever been denied a state or local liquor license? NO

13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO

14. Is applicant the owner of the premises to be occupied? NO
If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)

15. If premises leased, give name and address of lesser. CDH PONTCHATRIN SQUARE LLC

16. Describe the part of the building to be occupied by business: RETAIL SPOT IN EXISTING SHOPPING CENTER.

17. Open date for this location 9/1/2022

18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
CAFE:

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department. Visit <http://www.stpsa.com/how-do-it/sales-tax/> for forms and to register online.

I affirm that the information given on this application is true and correct.

Signature of Applicant _____ Title: Partner/Owner

Signature of Preparer _____ Date 8/3/22

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owing more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business ODELIA LLC
 2. What is your name? KIM DE BROCK
 3. Residence address? [REDACTED]
 4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
 5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
 6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
 7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
 8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
 9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
 10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
 11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
 12. If married is husband or wife eligible for license? YES
 13. Have you or your spouse any interest in an establishment holding a current liquor license? NO
 If so, list the following:
- | Trade Name | Address | Kind of Business | License # | %Owned |
|------------|---------|------------------|-----------|--------|
| | | | | |

14. Have you ever used any other name than the one given herein?

Name	Placed Used	Date

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 26th day of JULY, 2022.

[Signature]
 Notary Public
Julia M. Pearce
 Notary Public
 Bar No. 20318

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2016, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsights.com.

My Commission Expires at Death



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business ODELIA LLC
2. What is your name? THOMAS DE BROCK
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? YES
13. Have you or your spouse any interest in an establishment holding a current liquor license? NO

Trade Name	Address	Kind of Business	License #	%Owned
------------	---------	------------------	-----------	--------

14. Have you ever used any other name than the one given herein? _____

Name	Placed Used	Date
------	-------------	------

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 26th day of July, 2022.

[Signature]

[Signature]

Notary Public, ..

Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2014, each returned item received by Avenue due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenue is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenueinsights.com.

Julia M. Pearce
 Notary Public
 Bar No. 20318
 My Commission Expires at Death

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business ODLIA LLC
2. What is your name? Blake Debrock
3. Residence address? [Redacted]
4. Date of Birth [Redacted] Place of Birth [Redacted] City [Redacted] State [Redacted] Zip [Redacted]
5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? No
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? No
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? No
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? No
12. If married is husband or wife eligible for license? yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? No

If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? <u>No</u>				

Name	Placed Used	Date
------	-------------	------

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 26th day of July, 2022.

[Signature]

[Signature]

Notary Public

Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, cash returned items received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsights.com.

Julia M. Pearce
 Notary Public

Bar No. 20318

My Commission Expires at Death

ST. TAMMANY
FARMER

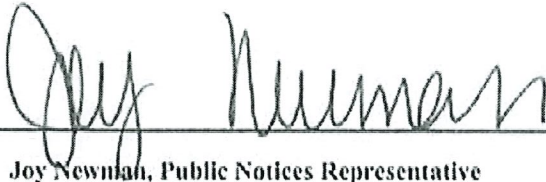
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice
was published in

ST. TAMMANY FARMER,
a weekly newspaper of general
circulation within the Parish of
St. Tammany, in the
following issues:

08/10/22, 08/17/22



Joy Newman, Public Notices Representative

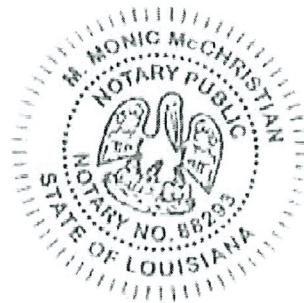
Sworn and subscribed before me by the person
whose signature appears above

8/17/22



M. Montic McChristian,
Notary Public ID# 88293
State of Louisiana

My Commission Expires: Indefinite



THOMAS DEBROCK

88796

102 Audubon Ln
Mandeville, LA 704711747

PUBLIC NOTICE
Odellia, LLC d/b/a
Odellia is applying
to the Office of Al-
cohol and Tobacco
Control of the State
of Louisiana for a
permit to sell bever-
ages of high and low
alcohol content at
retail in the Parish of
St. Tammany at the
following address,
3529 Highway 190,
Mandeville, LA
70471
AUG10-17-2T

CHANGE ORDER

No.3

Date of issuance: 8/18/2022 Effective Date:

Owner: City of Mandeville	Owner's Contract No.: 20-1956
Contract: Monroe @ E. Causeway Intersection and Traffic Signal Improvements	Date of Contract: 11/10/2021
Contractor: Kort's Construction Services Inc.	Engineer's Project No.:20-1956

The Contract Documents are modified as follows upon execution of this Change Order:

Rectifying final quantities and adjust for GNOEC pollution insurance reimbursement.

Attachments (list documents supporting change): see Attachment #1.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

<p>Original Contract Price:</p> <p>\$ <u>268,586.00</u></p> <p>Increase from previously approved Change Orders No. 1 to No.2</p> <p style="padding-left: 40px;"><u>\$ 19,762.61</u></p> <p>Contract Price prior to this Change Order:</p> <p style="padding-left: 40px;"><u>\$288,348.61</u></p> <p>Decrease of this Change Order:</p> <p style="padding-left: 40px;"><u>(\$10,261.20)</u></p> <p>Contract Price incorporating this Change</p> <p style="padding-left: 40px;"><u>\$278,087.41</u></p>	<p>Original Contract Times: 90 Calendar days</p> <p>Substantial completion: 90 Calendar days Ready for final payment :120 Calendar days</p> <p>Increase from previously approved Change Orders No.1 to No.2</p> <p>Substantial completion (days): 38 Calendar Days Ready for final payment (days): 0 Calendar Days</p> <p>Contract Times prior to this Change Order: Substantial completion: 128 Calendar days Ready for final payment: 158 Calendar days</p> <p>Increase of this Change Order: Substantial completion: 0 Calendar days Ready for final payment: 0 Calendar days</p> <p>Contract Times with all approved Change Orders: Substantial completion: 128 Calendar days Ready for final payment: 158 Calendar days</p>
---	--

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

ATTACHMENT NO. 1
 CHANGE ORDER NO. 3
 Monroe at East Causeway
 A/E PROJECT NO. 20-1956

ITEM NO.	DESCRIPTION	UNIT PRICE		CURRENT QUANT		REVISED QUANTITY		DIFFERENCE	JUSTIFICATION
202-02-00010	Removal of Concrete Pavement	\$32.00	105	SY	135.15	SY	\$964.80	1	
202-02-06140	Removal of Concrete Curb	\$11.00	400	LF	396	LF	(\$44.00)	1	
202-02-00100	Temporary Hay Bales or Straw Bales	\$19.00	15	EA	0	EA	(\$285.00)	1	
204-06-00100	Temporary Silt Fencing	\$2.00	375.00	LF	192.00	LF	(\$366.00)	1	
302-02-10070	12" Class II Base Course (Stone or RPCC)	\$55.00	550.00	SY	580.31	SY	\$1,667.05	1	
601-01-00300	9" PCCP w/ Wire Mesh, High Early Strength	\$140.00	475.00	SY	493.08	SY	\$2,531.20	1	
601-05-00100	Longitudinal Butt Joint	\$15.00	450.00	LF	410.50	LF	(\$592.50)	1	
706-03-00100	4" Incidental Concrete Paving	\$85.00	80.00	SY	74.85	SY	(\$437.75)	1	
707-01-00100	Concrete Barrier Curb	\$20.00	350.00	LF	357.75	LF	\$155.00	1	
714-01-00100	Slab Sodding (Bermuda Grass)	\$11.00	175.00	SY	250.00	SY	\$825.00	1	
731-02-00100	Relectorized Raised Pavement Markers	\$23.00	22.00	EA	30.00	EA	\$184.00	1	
732-02-02000	Plast Pvmnt Striping (Solid Line) (4"W) (Thermo 90 mil)	\$5.00	400.00	LF	408.00	LF	\$40.00	1	
732-03-02000	Plast Pvmnt Striping (Broken Line) (4"W) (Thermo 90 mil)	\$4.00	175.00	LF	190.00	LF	\$60.00	1	
732-03-02010	Plast Pvmnt Striping (Dotted Line) (4"W,2'L) (Thermo 90 mil)	\$4.00	100.00	LF	200.00	LF	\$400.00	1	
736-01-00100	Trenching and Backfilling	\$7.00	350.00	LF	0.00	LF	(\$2,450.00)	2	
736-09-00100	Loop Detector	\$70.00	60.00	LF	0.00	LF	(\$4,200.00)	2	
736-11-00100	Conduit (1" HDPE, Sch 80)	\$7.00	280.00	LF	0.00	LF	(\$1,960.00)	2	
736-12-00000	Conductor (2C, Loop Lead in, IMSA 50-2, #19 AWG)	\$5.00	360.00	LF	0.00	LF	(\$1,800.00)	2	
NS-600-00220	Sawcut PCCP	\$2.00	5500.00	INFT	3640.00	INFT	(\$3,720.00)	3	
CO3-1	GNOEC Credit for Pollution Insurance	(\$1,233.00)	0.00	LS	1.00	LS	(\$1,233.00)	4	

CHANGE ORDER NO. 3
 ORIGINAL CONTRACT COST
 PREVIOUS CHANGE ORDERS
 TOTAL CONTRACT COST WITH CHANGE ORDER NO. 3

-\$10,261.20
 \$268,586.00
 \$19,762.61
 \$278,087.41

JUSTIFICATIONS:

1. Final qty based on field measurements compared to estimated contract qty
2. items deemed not needed by City of Mandevill
3. areas found originally called for sawcutting did not require sawcutting
4. Pollution Liability insurance was deemed not needed and credited back

SECTION 00625
Certificate of Substantial Completion

Project: Monroe @ E. Causeway Intersection and Traffic Signal Improvements

Owner: City of Mandeville

Owner's Contract No.: 700.21.010

Contractor: Kort's Construction Services, Inc.

Engineer's Project No.: 20-1956

This definitive Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

7/22/2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities: N/A

Contractor's Amended Responsibilities: N/A

PUNCH LIST

Monroe at East Causeway Approach Turn Lanes and Traffic Signal Improvements

Provide additional seeding along East Causeway.....	\$500.00
Clean cementitious debris off newly installed curb.....	\$500.00
Correct timing of traffic signal devices.....	\$1500.00
Total Punch List Value	\$2,500.00

**INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 22-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AN EMERGENCY FOOD SERVICE CONTRACT BETWEEN THE CITY OF
MANDEVILLE AND THE TDP GROUP d/b/a FOCUS FOODS AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into standby emergency food service contract for first responders in the event of a hurricane or other emergency condition; and

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute an emergency food service contract for first responders with The TDP Group d/b/a Focus Foods on behalf of the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

FOOD SERVICE FOR FIRST RESPONDERS

EMERGENCY CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

THE TDP GROUP D/B/A FOCUS FOODS

THIS AGREEMENT is entered into by and between the City of Mandeville (herein after referred to as “City”) and THE TDP GROUP d/b/a FOCUS FOODS, represented by Jeff Landry, CEO, (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to as the “Parties”. This Agreement is effective as of the date of execution by the City (“Effective date”).

RECITALS

WHEREAS that on or about April 27, 2022, the City issued a Request for Proposal (the “RFP”) for a contractor to provide **FOOD SERVICES TO FIRST RESPONDERS DURING AN EMERGENCY** to City in connection with providing food service to first responders during an emergency.

WHEREAS, in response, the Contractor submitted a proposal to provide those services stated in the Scope of Work in the RFP. The City accepted the Contractor’s proposal.

NOW THEREFORE, the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I – OBLIGATIONS OF THE CONTRACTOR

The purpose of this contract is to provide food services to first responders in response to or during any disaster or an emergency that may affect the City during the term of this contract. This contract shall be activated at the sole discretion of the Mayor. Upon activation, the Contractor shall provide the following services:

1.1 Within 24 hours upon receiving the Notice to Proceed (NTP) from the City provide the following services to the City:

1.1.1 Serve three meals per day (breakfast, lunch, dinner) to approximately 70-100 personnel as follows:

1.1.1.1 Menu for meals will be pre-determined as set forth in Contractor’s Response to the RFP, which is incorporated hereto by reference as if copied *in extenso*, but will specifically

include, at a minimum, a 5 day shelf- stable Box with breakfast, lunch, snack, and supper including milk and juice, not to exceed \$45 per box.

- 1.1.1.2 Meals will be served at the following approximate times: breakfast 7:00-8:00 am, lunch 12:00-1:00pm, dinner 5:00-6:00 pm.
- 1.1.1.3. All meals will be served at the COM Public Works building.
- 1.1.1.4. Contractor shall remove and dispose of all trash after each meal.

1.1.2 Contractor shall provide adequate personnel to serve meals and perform clean-up, remove all trash from facility following all meals. COM considers this a “turn-key” contract whereby contractor provides any and all services and supplies to provide the daily meals. COM will not provide any resources to assist contractor in the performance of the statement of work.

1.1.3. Contractor will be notified by 6:00 pm of the number of meals required for the following day.

1.1.4 Contractor shall be prepared to serve 70-100 meals three times per day for a period of 3-30 days. In the event of a catastrophic event, the 30 days may be extended

1.1.5. Contractor shall provide all plates (paper acceptable), silverware (plastic acceptable), condiments, and napkins for each meal.

1.1.6. Contractor understands that its own facility may experience a power failure during any emergency or disaster but is still required to deliver the meals as outlined herein.

1.1.7. Contractor may use the facilities of COM to prepare meals. If contractor exercises this option, contractor is responsible for all clean-up of the facilities.

1.1.8. City of Mandeville will provide contractor a minimum of 24-hour notice prior to termination of the activation period of this contract.

While not all tasks can be stated nor can all tasks be anticipated, the City reserves the right to assign Contractor with any task which is required to provide services to the City which are required to meet the needs of the City as stated in this Statement of Services.

ARTICLE II – OBLIGATIONS OF THE CITY

The City shall:

- 2.1 Appoint a City Designated Agent (CDA) who shall serve as the primary point of contact (POC) for the Contractor for all issues that shall arise during the term of this contract and who shall provide direction to Contractor. For this contract, the CDA shall be the Director of Public Works.
- 2.2 The CDA shall respond to all communication by Contractor and Contractor’s team members in a timely manner.

- 2.3 Provide Contractor personnel with access to any required records relating to FEMA grants and access to the City personnel who may have knowledge necessary for Contractor personnel to address Contractor's statement of services.
- 2.4 The City personnel shall fully cooperate with Contractor in connection with Contractor's statement of work in this Agreement.
- 2.5 Not authorize its officers or employees to request or instruct Contractor to perform any work beyond the statement of services or duration stated in this Agreement or to offer or promise the Contractor additional funding in excess of the maximum amount payable established in this Agreement.

ARTICLE III – TERMS OF THE AGREEMENT

- 3.1 This Agreement shall commence on the ____ day of September 2022 and shall terminate on the ____ day of September 2025 (three years). The City may exercise the option to extend this Agreement in one-year increments for a period of two one-year renewals for a maximum contract period of five years.
- 3.2 The contract is a standby contract to be activated upon the sole discretion of the Mayor in response to any disaster or emergency which may affect the City.
- 3.3 Contractor is required to attend the annual emergency management exercise conducted by the City prior to the hurricane season.
- 3.4 This Agreement shall not exceed the following amounts based upon the stated circumstances: The amount of \$ 45,000.00 for every 12-month cycle of this contract. The first cycle shall commence on the ____ day of September, 2022 and end on the ____ day of September, 2023, followed thereafter by each 12 month cycle.

ARTICLE IV – PAYMENTS TO CONTRACTOR

- 4.1 Payments to Contractor: For services performed, the City shall make payment to Contractor no later than 60 days from the date Contractor submits invoice covering the previous month's activities. However, during a declared emergency, payment shall be made no later than 60 days from the date the Contractor submits invoice covering previous month's activities.
- 4.3 Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received from this Agreement shall be the Contractor's obligation under federal tax identification number 850490232.

ARTICLE V – INSURANCE

- 5.1 The Contractor shall secure and maintain at its expense such insurance that will protect it and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may be reasonably requested.
- 5.2 All policies must provide for and certificates of insurance must contain the following:
- 5.2.1 Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.
- 5.2.2 Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.
- 5.2.3 Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.
- 5.2.4 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.
- 5.2.5 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.
- 5.2.6 Project Reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.
- 5.3 The Contractor shall provide at its own expense, proof of the following insurance coverage

required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.

5.3.1 Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

- 5.3.1.1 Premises - operations;
- 5.3.1.2 Broad form contractual liability;
- 5.3.1.3 Products and completed operations;
- 5.3.1.4 Personal Injury;
- 5.3.1.5 Broad form property damage;
- 5.3.1.6 Explosion, collapse and underground coverage.

5.3.2 Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:

- 5.3.2.1 Any automobiles; or
- 5.3.2.2 Owned automobiles; and
- 5.3.2.3 Hired automobiles;
- 5.3.2.4 Non-owned automobiles;
- 5.3.2.5 Uninsured motorist.
- 5.3.2.6 MCS-90 and CA9948 Endorsements Required

5.3.3 Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. *Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*

5.3.4 Excess/Umbrella Liability shall be furnished by Contractor with limits of at least equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. *(For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)*

5.3.5 Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (a) Contractor receives Notice to Proceed to perform services under this contract; and
- (b) it has been identified that services performed under this contract will include such exposures.

5.3.6 Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.

- 5.4 All policies of insurance shall meet the requirements of the City prior to the commencing of any work. The City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 5.5 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 5.6 Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of

the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.

- 5.7 It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.
- 5.8 Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows:
CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers
3101 E. Causeway Approach
Mandeville, LA 70448
Project/Contract Name and/or Number

Certificates may be sent via email to: xxxxxxx@cityofmandeville.com

***NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

ARTICLE VI – FEDERALLY REQUIRED PROVISIONS

Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the following provisions:

- 6.1 In the event the City determines that Contractor is in breach of this Agreement, the City and Contractor shall take the following actions:
- a. Notify Contractor in writing that Contractor is in breach of this Agreement; and
 - b. Provide Contractor with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
 - c. Should Contractor disagree with the finding by the City, Contractor has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.
 - d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.
 - e. If the opinion of the panel is not in favor of the Contractor, the Contractor has 30 days to abandon the projects and will be due all amounts for which the Contractor earned,

less any damages claimed by the City for the breach. In the event the Contractor does not appeal to the Mayor, the 30-day time period applies from the date the Contractor received the Notice of Breach.

- 6.1.1 The above procedure does not interfere or modify in any way, the right of either the Contractor or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Contractor which resulted in the Notification of the Breach or by the Contractor for an improper finding of breach by the the City.
- 6.1.2 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.
- 6.2 The Parties may terminate the Agreement for Cause.
 - 6.2.1 The City may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement in accordance with the procedures stated under Section 6.1.
 - 6.2.2 Contractor may terminate this Agreement after giving the City notice that it is in violation of its obligations as outlined in Article II of this Agreement and the City fails to remedy the matter within 30 days of notification.
 - 6.2.3 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.
 - 6.2.4 The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.
- 6.3 This Agreement may be terminated by the City for the convenience of the City upon 30 days written notice to Contractor unless Contractor had engaged in illegal or unethical behavior in which case the City may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.
- 6.4 Contractor must comply with the Equal Employment Opportunity Act
During the performance of this Agreement, the contractor agrees as follows:
 - 6.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

6.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

- 6.4.8 The Contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 6.4.9 The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.
- 6.4.9.1 The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 6.4.9.2 The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6.5 Contractor must comply with the Contract Work Hours and Safety Standards Act.

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

6.5.2 In the event of any violation of the clause set forth in Section 6.5.1 of this Agreement, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

6.5.4 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 6.5.1 through 6.5.4 of this Agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 6.5.

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

6.6.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental

Protection Agency Regional Office.

- 6.6.2. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6.7 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 6.7.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 6.7.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6.8 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - 6.8.1 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 6.8.2 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 6.8.3 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 6.9 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6.10 Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, entitled "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6.11 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

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

6.11.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”.

6.12 The Contractor is prohibited from contracting for covered telecommunications equipment or services as follows:

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

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

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

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification:
The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services.

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

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

For purposes of this clause:

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

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

6.14 The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City, GOHSEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

6.16 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, policy and executive orders as it relates to any presidentially declared event.

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

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

- 6.18.1 Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- 6.18.2 Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 6.18.3 Contractor shall retain all required records for a period of at least three years after receipt of final payment by the City.
- 6.19 Contraction shall take all affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 6.19.1 Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.20 The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

ARTICLE VII – ADDITIONAL CONTRACT PROVISIONS

In addition to the contract provisions required by FEMA as outlined in Article VI, the following provisions are made part of this Agreement.

- 7.1 The following access to records requirements apply to this Agreement:
 - 7.1.1 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 7.2 The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. These changes must be made in compliance with federal, state and local law, regulations and policy.

ARTICLE VIII ALLOCATION OF RISK

- 8.1 The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.
- 8.2 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP.

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any

action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

ARTICLE IX - OTHER TERMS AND CONDITIONS

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

9.1.1 Contractor acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable

and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

- 9.1.2 In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.
- 9.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.
- 9.3 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify the City of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 9.4 If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 9.5 This Agreement, together with the RFP and any addenda issued thereto by the City, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.
- 9.6 In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.
- 9.7 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.8 Non-enforcement of any provision of this Agreement by the City shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

9.9 The City and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and Contractor are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

9.9.1 Neither the City nor Contractor may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.9.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the City or Contractor to any the City, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.

9.9.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

9.10 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and hand delivered personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _____ day of July, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

CITY REPRESENTATIVE SIGNATURE:

By: _____
Clay Madden

Title: Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626- 3144

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of July, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES'S SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Jeff Landry, CEO

The TDP Group d/b/a Focus Foods
Address: 748 Main Street, Suite B
Baton Rouge, LA 70802

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCILMEMBER DANIELSON AND SECONDED FOR INTRODUCTION BY COUNCILMEMBER

_____.

RESOLUTION NO. 22 - 35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BID FOR THE HURRICANE IDA FENCE REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOWEST BIDDER AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, as a result of Hurricane Ida’s strong winds, the City incurred damages to its chain link, wooden and ornamental fences, which necessitate repair and qualify as permanent work under the FEMA Public Assistance Program;

WHEREAS, the City advertised for bids for the Hurricane Ida Fence Replacement Project; and

WHEREAS, the City has received three bids for the Hurricane Ida Fence Replacement Project, and

WHEREAS, Richard C. Lambert Consultants, LLC has reviewed the bids on the above referenced project. The lowest proposal was provided by Southern Exteriors Fence Company License #63175. Based upon the policies and authority under which the City operates, Richard C. Lambert Consultants, LLC recommends awarding the contract to Southern Exteriors Fence Company; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the _____th day of September 2022 acting pursuant to the recommendations of Richard C. Lambert Consultants, LLC, that the proposal in the amount of \$248,730.00 be accepted from Southern Exteriors Fence Company.

BE IT FURTHER RESOLVED, that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and Southern Exteriors Fence Company, License #63175, attached hereto and made a part of this resolution hereto.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer

Clerk of Council

Rick Danielson

Council Chairman

FENCE REPLACEMENT CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

SOUTHERN EXTERIORS FENCE COMPANY

THIS AGREEMENT is entered into by and between the City of Mandeville (herein after referred to as “City”) and SOUTHERN EXTERIORS FENCE COMPANY, represented by Rance Necaie, its president (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to as the “Parties”. This Agreement is effective as of the date of execution by the City (“Effective date”).

RECITALS

WHEREAS that on or about September 9, 2021, the City issued an Invitation to Bid for a contractor to provide **FENCE REPLACEMENT** to multiple fencing projects located within the City, which were damaged as a result of Hurricane Ida in 2021.

WHEREAS, as a result of Hurricane Ida’s strong winds, the City incurred damages to its chain link, wooden and ornamental fences, which necessitate repair and qualify as permanent work under the FEMA Public Assistance Program;

WHEREAS, the City prepared an Invitation to Bid in response to the significant damage, and the Contractor submitted a formal bid to provide those services stated in the Invitation to Bid. The City accepted the Contractor’s bid.

NOW THEREFORE, the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I – OBLIGATIONS OF THE CONTRACTOR

The purpose of this contract is to provide post-disaster repair and replacement to fences located on City property that were damaged as a result of Hurricane Ida. The Contractor agrees to provide all work per specifications included in its public bid, dated August 3, 2022 in response to the Invitation to Bid issued by the City, the contents of which are specifically included herein as if copied *in extenso*. Generally, the scope of work includes two types of fencing: chain link and wooden. The scope of work is as follows:

- 1.1 Chain link fencing: Contractor shall construct fences and gates in accordance with the specifications of the Invitation to Bid and in conformity with lines and grades shown on

the scope of work in the Invitation to Bid or established by the engineer.

- 1.2 Wooden fencing: Contractor shall construct fences and gates in accordance with the specifications of the Invitation to Bid and in conformity with lines and grades shown on the scope of work in the Invitation to Bid or established by the engineer.
- 1.3 Fencing shall be constructed in the following locations in accordance with the plans and specifications included in the Invitation to Bid, which is attached hereto as Exhibit A.

ARTICLE II – OBLIGATIONS OF THE CITY

The City shall:

- 2.1 Appoint a City Designated Agent (CDA) who shall serve as the primary point of contact (POC) for the Contractor for all issues that shall arise during the term of this contract and who shall provide direction to Contractor. For this contract, the CDA shall be the Director of Public Works.
- 2.2 The CDA shall respond to all communication by Contractor and Contractor's team members in a timely manner.
- 2.3 Provide Contractor personnel with access to any required records relating to FEMA grants and access to the City personnel who may have knowledge necessary for Contractor personnel to address Contractor's statement of services.
- 2.4 The City personnel shall fully cooperate with Contractor in connection with Contractor's statement of work in this Agreement.
- 2.5 Not authorize its officers or employees to request or instruct Contractor to perform any work beyond the statement of services or duration stated in this Agreement or to offer or promise the Contractor additional funding in excess of the maximum amount payable established in this Agreement.

ARTICLE III – TERMS OF THE AGREEMENT

- 3.1 This Agreement shall commence on the ____ day of September 2022 and shall terminate on the 31st day of August 2023 (one year).
- 3.2 This Agreement shall not exceed \$248,730.00 as calculated in Contractor's Bid tabulation to the City.

ARTICLE IV – PAYMENTS TO CONTRACTOR

- 4.1 Payments to Contractor: For services performed, the City shall make payment to Contractor no later than 60 days from the date Contractor submits invoice covering the previous month's activities. However, during a declared emergency, payment shall be made no later

than 60 days from the date the Contractor submits invoice covering previous month's activities.

- 4.2 Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received from this Agreement shall be the Contractor's obligation under federal tax identification number 47-4815995.

ARTICLE V – INSURANCE

- 5.1 The Contractor shall secure and maintain at its expense such insurance that will protect it and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may be reasonably requested.

- 5.2 All policies must provide for and certificates of insurance must contain the following:

5.2.1 Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.

5.2.2 Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.

5.2.3 Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.

5.2.4 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.

5.2.5 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its

deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.

5.2.6 **Project Reference:** The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.

5.3 The Contractor shall provide at its own expense, proof of the following insurance coverage required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.

5.3.1 Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

5.3.1.1 Premises - operations;

5.3.1.2 Broad form contractual liability;

5.3.1.3 Products and completed operations;

5.3.1.4 Personal Injury;

5.3.1.5 Broad form property damage;

5.3.1.6 Explosion, collapse and underground coverage.

5.3.2 Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:

5.3.2.1 Any automobiles; or

5.3.2.2 Owned automobiles; and

5.3.2.3 Hired automobiles;

5.3.2.4 Non-owned automobiles;

5.3.2.5 Uninsured motorist.

5.3.2.6 MCS-90 and CA9948 Endorsements Required

5.3.3 Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. *Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*

5.3.4 Excess/Umbrella Liability shall be furnished by Contractor with limits of at least

equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. (For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

5.3.5 Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (a) Contractor receives Notice to Proceed to perform services under this contract; and
- (b) it has been identified that services performed under this contract will include such exposures.

5.3.6 Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.

5.4 All policies of insurance shall meet the requirements of the City prior to the commencing of any work. The City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

- 5.5 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 5.6 Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.
- 5.7 It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.
- 5.8 Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows:
CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers
3101 E. Causeway Approach
Mandeville, LA 70448
Project/Contract Name and/or Number

Certificates may be sent via email to: xxxxxxx@cityofmandeville.com

***NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

ARTICLE VI – FEDERALLY REQUIRED PROVISIONS

Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the following provisions:

- 6.1 In the event the City determines that Contractor is in breach of this Agreement, the City and Contractor shall take the following actions:
- a. Notify Contractor in writing that Contractor is in breach of this Agreement; and
 - b. Provide Contractor with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
 - c. Should Contractor disagree with the finding by the City, Contractor has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the

application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.

- d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.
 - e. If the opinion of the panel is not in favor of the Contractor, the Contractor has 30 days to abandon the projects and will be due all amounts for which the Contractor earned, less any damages claimed by the City for the breach. In the event the Contractor does not appeal to the Mayor, the 30-day time period applies from the date the Contractor received the Notice of Breach.
- 6.1.1 The above procedure does not interfere or modify in any way, the right of either the Contractor or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Contractor which resulted in the Notification of the Breach or by the Contractor for an improper finding of breach by the the City.
 - 6.1.2 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.
- 6.2 The Parties may terminate the Agreement for Cause.
- 6.2.1 The City may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement in accordance with the procedures stated under Section 6.1.
 - 6.2.2 Contractor may terminate this Agreement after giving the City notice that it is in violation of its obligations as outlined in Article II of this Agreement and the City fails to remedy the matter within 30 days of notification.
 - 6.2.3 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.
 - 6.2.4 The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.
- 6.3 This Agreement may be terminated by the City for the convenience of the City upon 30 days written notice to Contractor unless Contractor had engaged in illegal or unethical behavior in which case the City may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.
- 6.4 Contractor must comply with the Equal Employment Opportunity Act
During the performance of this Agreement, the contractor agrees as follows:

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

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

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

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

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

6.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

- 6.4.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.4.8 The Contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 6.4.9 The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.
- 6.4.9.1 The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 6.4.9.2 The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as

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

6.5 Contractor must comply with the Contract Work Hours and Safety Standards Act.

- 6.5.1 No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 6.5.2 In the event of any violation of the clause set forth in Section 6.5.1 of this Agreement, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 6.5.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 6.5.4 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 6.5.1 through 6.5.4 of this Agreement and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 6.5.

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

6.6.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

6.7 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.7.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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

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

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

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

- 6.9 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 6.10 Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, entitled "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6.11 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

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

6.11.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

6.12 The Contractor is prohibited from contracting for covered telecommunications equipment or services as follows:

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

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending

grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

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

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification:
The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and

Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

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

For purposes of this clause:

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

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

- 6.14 The following access to records requirements apply to this Contract:
- (1) The Contractor agrees to provide the City, GOHSEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 6.15 The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- 6.16 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, policy and executive orders as it relates to any presidentially declared event.
- 6.17 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
- 6.18 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
- 6.18.1 Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- 6.18.2 Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 6.18.3 Contractor shall retain all required records for a period of at least three years after receipt of final payment by the City.
- 6.19 Contraction shall take all affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible. These steps are also required for the hiring of any subcontractors under this contract.
- 6.19.1 Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.20 The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall

include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

ARTICLE VII – ADDITIONAL CONTRACT PROVISIONS

In addition to the contract provisions required by FEMA as outlined in Article VI, the following provisions are made part of this Agreement.

7.1 The following access to records requirements apply to this Agreement:

7.1.1 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7.2 The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. These changes must be made in compliance with federal, state and local law, regulations and policy.

ARTICLE VIII ALLOCATION OF RISK

8.1 The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.

8.2 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions,

damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP.

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

ARTICLE IX - OTHER TERMS AND CONDITIONS

- 9.1 The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of the Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such

appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- 9.1.1 Contractor acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.
- 9.1.2 In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.
- 9.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.
- 9.3 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify the City of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 9.4 If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 9.5 This Agreement, together with the RFP and any addenda issued thereto by the City, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

- 9.6 In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.
- 9.7 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.8 Non-enforcement of any provision of this Agreement by the City shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 9.9 The City and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and Contractor are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 9.9.1 Neither the City nor Contractor may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 9.9.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the City or Contractor to any the City, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.
- 9.9.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.
- 9.10 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and hand delivered personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

(Signature Page to Follow)

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _____ day of _____
2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

CITY REPRESENTATIVE SIGNATURE:

By: _____

Clay Madden
Title: Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626- 3144

THUS DONE AND SIGNED AT _____ Louisiana on this _____ day of
_____, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES'S SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Rance Necaise

Title: President
Southern Exteriors Fence Co.
31023 Crane Creek Rd.
Perkinston, MS 39470

**INTRODUCED BY COUNCIL MEMBER DANIELSON AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 22-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AN EMERGENCY GENERATOR MAINTENANCE AND EMERGENCY REPAIR
CONTRACT BETWEEN THE CITY OF MANDEVILLE AND RP POWER, LLC AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into standby emergency Generator Maintenance and Emergency Repairs Contract in the event of a hurricane or other emergency condition; and

WHEREAS, the contract is attached and made a part of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute an emergency generator maintenance and repair contract with RP Power, LLC on behalf of the City of Mandeville.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

GENERATOR MAINTENANCE AND EMERGENCY REPAIRS CONTRACT

BETWEEN

THE CITY OF MANDEVILLE

AND

RP POWER, LLC

THIS AGREEMENT is entered into by and between the City of Mandeville (herein after referred to as “City”) and RP POWER, LLC. represented by Steven Ronza, Director of Operations, (hereinafter referred to as the “Contractor”). The City and Contractor may be collectively referred to as the “Parties”. This Agreement is effective as of the date of execution by the City (“Effective date”).

RECITALS

WHEREAS that on or about June 20, 2022, Contractor provided a response to the City’s Request for Proposal (the “RFP”) for a contractor to provide **GENERATOR MAINTENANCE AND EMERGENCY REPAIRS** to City in connection with during an emergency condition or other natural disaster.

WHEREAS, in response, the Contractor submitted a proposal to provide those services stated in the Scope of Work in the RFP. The City accepted the Contractor’s proposal.

NOW THEREFORE, the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I – OBLIGATIONS OF THE CONTRACTOR

This is a two-part contract. The first requirement is to provide regular maintenance of the City’s generators as specified in this scope of work. The second part of this contract is a standby contract in response to any disaster or emergency experienced by the City, and as such, will be funded by the FEMA Public Assistance Program. All federally required FEMA contract clauses will apply.

1.1 Generator Maintenance

1.1.1 Generators are dispersed throughout the city in various locations, i.e., city hall, public works, police department, pumping stations, lift stations, wells.

1.1.2 Contractor will be required to provide scheduled maintenance on the aforementioned generators or their replacements (which may not be an exact duplicate model). Should the City replace a generator, the replacement may not be the same model of the replaced generator. Contractor will be required to become familiar with the new model generator and manufacturers specification for maintenance.

1.1.3 Routine maintenance shall be conducted once a quarter (four times per year) in addition to any other requirements stated in the manufacturer's specifications addressing maintenance in addition to any work outlined in the RFP, including but not limited to, load testing at least once per year.

1.1.4 It is the responsibility of the contractor to provide the service as required by the manufacturer to ensure that warranties are not voided. Contractor is additionally responsible for honoring manufacturer's warranty and acting on the City's behalf to rectify any discrepancies between the City and the manufacturer for all warranty items.

1.1.5 Normal maintenance shall also include any repairs/replacement required as a result of normal use. Labor rates for such repairs will be used as established herein and materials will be paid as cost plus ten percent.

1.1.6 The City of Mandeville's current Generator Inventory is as follows:

Generac 200kw diesel 1100 Mandeville High Blvd. 6719740100
Generac 150kw natural gas 1923 Jefferson St. SG150
Generac 100kw natural gas 3300 Monroe St. SG 100
Cummins 300kw diesel 1050 Mandeville High Blvd DFAB-5602718
Cummins 230kw diesel 1010Atalin St. DFAB-5602717
Cummins 300kw diesel 1876 Hwy 90 DFAB-5602718
Kato 185kw diesel 902 N. Causeway Blvd. D180FRG4
Generac 400 diesel 1100 Mandeville High Blvd 6904230100
MTU 350kw diesel 1100 Mandeville High Blvd 350-X56DT3
Generac 135kw diesel 1870 Hwy 190 6719430100
Generac 135kw diesel 3101 E. Causeway Approach 6719430100
Generac 300kw diesel Christen Court 6904250100
Cummins 85kw natural gas 411 Dorado GGHG-1510367
Generac 125kw diesel 1100 Mandeville High Blvd 11759690100
Generac 125kw diesel 100 Mandeville High Blvd 11759690100
Broad Crown 27kw diesel 1100 Mandeville High Blvd ACBCJD325
Broad Crown 28kw diesel 1100 Mandeville High Blvd ACBCJD305
Broad Crown 28kw diesel 1100 Mandeville High Blvd ACBCJD305
Broad Crown 27kw diesel 1100 Mandeville High Blvd ACBCJD325
Katolight 35kw diesel 3090 E. Causeway Approach D35FPP4

1.2 Emergency Operations

1.2.1 Contractor shall be notified of an emergency declaration declared by the Mayor.

1.2.2 Contractor should be prepared to be on site within two four when notified by the City that generator repairs are required.

1.2.3 Contractor will be required to provide emergency maintenance on the aforementioned generators or their replacements (which may not be an exact duplicate model).

1.2.4 Contractor will be required to attend the City's annual hurricane preparation meeting at contractor's expense.

While not all tasks can be stated nor can all tasks be anticipated, the City reserves the right to assign Contractor with any task which is required to provide services to the City which are required to meet the needs of the City as stated in this Statement of Services.

ARTICLE II – OBLIGATIONS OF THE CITY

The City shall:

- 2.1 Appoint a City Designated Agent (CDA) who shall serve as the primary point of contact (POC) for the Contractor for all issues that shall arise during the term of this contract and who shall provide direction to Contractor. For this contract, the CDA shall be the Director of Public Works.
- 2.2 The CDA shall respond to all communication by Contractor and Contractor's team members in a timely manner.
- 2.3 Provide Contractor personnel with access to any required records relating to FEMA grants and access to the City personnel who may have knowledge necessary for Contractor personnel to address Contractor's statement of services.
- 2.4 The City personnel shall fully cooperate with Contractor in connection with Contractor's statement of work in this Agreement.
- 2.5 Not authorize its officers or employees to request or instruct Contractor to perform any work beyond the statement of services or duration stated in this Agreement or to offer or promise the Contractor additional funding in excess of the maximum amount payable established in this Agreement.

ARTICLE III – TERMS OF THE AGREEMENT

- 3.1 This Agreement shall commence on the ____ day of September 2022 and shall terminate on the ____ day of September 2023 (one years). The City may exercise the option to extend this Agreement in one-year increments for a period of two one-year renewals for a maximum contract period of three years.
- 3.2 The contract is a standby contract to be activated upon the sole discretion of the Mayor in response to any disaster or emergency which may affect the City.
- 3.3 Contractor is required to attend the annual emergency management exercise conducted by the City prior to the hurricane season.
- 3.4 This Agreement shall not exceed the following amounts based upon the stated circumstances: The amount of \$56,500.00 for annual maintenance, and \$250,000.00 for any emergency repairs and replacements as a result of natural disaster or emergency condition every 12-month cycle of this contract. The first cycle shall commence on the

____ day of September, 2022 and end on the ____ day of September, 2023, followed thereafter by each 12 month cycle.

- 3.5 Contractor agrees to fulfill its obligations within the scope of work of this Contract using the following service rates & business hours:

Standard Rate	\$165/hr
Standard After Hours	\$247.50/hr
Standard Holiday	\$330.00/hr
Switchgear	\$247.50/hr
Switchgear After hours	\$371.25/hr
Switchgear Holiday	\$495.00/hr
Mileage	\$3.00/mile
Load Bank	\$1.50 /kW
Per Diem	\$200/day
Standard Hours	7AM-4PM Monday - Friday

ARTICLE IV – PAYMENTS TO CONTRACTOR

- 4.1 Payments to Contractor: For services performed, the City shall make payment to Contractor no later than 60 days from the date Contractor submits invoice covering the previous month's activities. However, during a declared emergency, payment shall be made no later than 60 days from the date the Contractor submits invoice covering previous month's activities.
- 4.2 Contractor shall submit monthly invoices to the City. City will pay invoice approximately 60 days from receipt. Contractor shall attach any supporting documentation to invoices. Invoices will be reviewed by City for accuracy, completeness and compliance with federal regulations and policy applicable to the FEMA Public Assistance program for which contractor is responsible to receive payment.
- 4.3 Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds received from this Agreement shall be the Contractor's obligation under federal tax identification number 71-0807173.

ARTICLE V – INSURANCE

- 5.1 The Contractor shall secure and maintain at its expense such insurance that will protect it and the City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may

be reasonably requested.

5.2 All policies must provide for and certificates of insurance must contain the following:

5.2.1 Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.

5.2.2 Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.

5.2.3 Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.

5.2.4 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.

5.2.5 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.

5.2.6 Project Reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.

5.3 The Contractor shall provide at its own expense, proof of the following insurance coverage required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.

5.3.1 Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for

and the certificate(s) of insurance shall indicate the following coverages:

- 5.3.1.1 Premises - operations;
 - 5.3.1.2 Broad form contractual liability;
 - 5.3.1.3 Products and completed operations;
 - 5.3.1.4 Personal Injury;
 - 5.3.1.5 Broad form property damage;
 - 5.3.1.6 Explosion, collapse and underground coverage.
- 5.3.2 Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:
- 5.3.2.1 Any automobiles; or
 - 5.3.2.2 Owned automobiles; and
 - 5.3.2.3 Hired automobiles;
 - 5.3.2.4 Non-owned automobiles;
 - 5.3.2.5 Uninsured motorist.
 - 5.3.2.6 MCS-90 and CA9948 Endorsements Required
- 5.3.3 Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. *Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*
- 5.3.4 Excess/Umbrella Liability shall be furnished by Contractor with limits of at least equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. *(For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)*
- 5.3.5 Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property

owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (a) Contractor receives Notice to Proceed to perform services under this contract; and
- (b) it has been identified that services performed under this contract will include such exposures.

5.3.6 Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.

- 5.4 All policies of insurance shall meet the requirements of the City prior to the commencing of any work. The City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- 5.5 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 5.6 Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.
- 5.7 It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.

- 5.8 Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows:
CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers
3101 E. Causeway Approach
Mandeville, LA 70448
Project/Contract Name and/or Number

Certificates may be sent via email to: xxxxxx@cityofmandeville.com

***NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

ARTICLE VI – FEDERALLY REQUIRED PROVISIONS

Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the following provisions:

- 6.1 In the event the City determines that Contractor is in breach of this Agreement, the City and Contractor shall take the following actions:
- a. Notify Contractor in writing that Contractor is in breach of this Agreement; and
 - b. Provide Contractor with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
 - c. Should Contractor disagree with the finding by the City, Contractor has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.
 - d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.
 - e. If the opinion of the panel is not in favor of the Contractor, the Contractor has 30 days to abandon the projects and will be due all amounts for which the Contractor earned, less any damages claimed by the City for the breach. In the event the Contractor does not appeal to the Mayor, the 30-day time period applies from the date the Contractor received the Notice of Breach.
- 6.1.1 The above procedure does not interfere or modify in any way, the right of either the Contractor or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Contractor which resulted in the Notification of the Breach or by the Contractor for an improper finding of breach

by the the City.

6.1.2 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.

6.2 The Parties may terminate the Agreement for Cause.

6.2.1 The City may terminate this Agreement for cause once the Contractor has been found to be in breach of this Agreement in accordance with the procedures stated under Section 6.1.

6.2.2 Contractor may terminate this Agreement after giving the City notice that it is in violation of its obligations as outlined in Article II of this Agreement and the City fails to remedy the matter within 30 days of notification.

6.2.3 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause.

6.2.4 The proper jurisdiction for any such action is the 22nd Judicial District Court for St. Tammany Parish.

6.3 This Agreement may be terminated by the City for the convenience of the City upon 30 days written notice to Contractor unless Contractor had engaged in illegal or unethical behavior in which case the City may terminate the Agreement immediately. Contractor shall be paid for all work performed until termination date.

6.4 Contractor must comply with the Equal Employment Opportunity Act
During the performance of this Agreement, the contractor agrees as follows:

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

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

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

- 6.4.3 The Contractor will not discharge, or in any other manner discriminate, against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 6.4.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.4.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.4.8 The Contractor will include the portion of the sentence immediately preceding paragraph 6.4.1 and the provisions of paragraphs 6.4.1 through 6.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

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

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

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

6.4.9.2 The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6.5 Contractor must comply with the Contract Work Hours and Safety Standards Act.

6.5.1 No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 6.5.2 In the event of any violation of the clause set forth in Section 6.5.1 of this Agreement, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 6.5.3 Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 6.5.4 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 6.5.1 through 6.5.4 of this Agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 6.5.
- 6.6 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 6.6.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 6.6.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6.7 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 6.7.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 6.7.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 6.8 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 6.8.1 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 6.8.2 This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.8.3 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 6.9 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 6.10 Contractor is required to sign the Byrd Anti-Lobbying Amendment Certification provided herein.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, entitled "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

- 6.11 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

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

6.11.2 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”.

6.12 The Contractor is prohibited from contracting for covered telecommunications equipment or services as follows:

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

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

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

(d) *Reporting requirement.*

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

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

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

iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

6.14 The following access to records requirements apply to this Contract:

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

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

6.16 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, policy and executive orders as it relates to any presidentially declared event.

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

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

6.18.1 Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.

6.18.2 Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.

6.18.3 Contractor shall retain all required records for a period of at least three years after

receipt of final payment by the City.

6.19 Contraction shall take all affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible. These steps are also required for the hiring of any subcontractors under this contract.

6.19.1 Affirmative steps must include:

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

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

ARTICLE VII – ADDITIONAL CONTRACT PROVISIONS

In addition to the contract provisions required by FEMA as outlined in Article VI, the following provisions are made part of this Agreement.

7.1 The following access to records requirements apply to this Agreement:

7.1.1 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General

of the United States.

- 7.2 The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. These changes must be made in compliance with federal, state and local law, regulations and policy.

ARTICLE VIII ALLOCATION OF RISK

- 8.1 The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.
- 8.2 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP.

Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including

formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) City's unauthorized modification or alteration of a Product, Material, or Service; (ii) City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) City's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

ARTICLE IX - OTHER TERMS AND CONDITIONS

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

9.1.1 Contractor acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

- 9.1.2 In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.
- 9.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any legal action brought by either party with regard to this Agreement shall be in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana.
- 9.3 The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor and assigned personnel in the performance of this Agreement. The Contractor agrees to immediately notify the City of potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 9.4 If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 9.5 This Agreement, together with the RFP and any addenda issued thereto by the City, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.
- 9.6 In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.
- 9.7 All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 9.8 Non-enforcement of any provision of this Agreement by the City shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 9.9 The City and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and Contractor are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 9.9.1 Neither the City nor Contractor may assign, sublet or transfer any rights under or

interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.9.2 Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the City or Contractor to any the City, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them unless expressly provided otherwise in this Agreement.

9.9.3 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

9.10 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and hand delivered personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt

THUS DONE AND SIGNED AT Mandeville, Louisiana on this _____ day of July, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

CITY REPRESENTATIVE SIGNATURE:

By: _____
Clay Madden

Title: Mayor
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 626- 3144

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of July, 2022, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES'S SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Steven Ronza, Director of Operations

RP Power LLC

Address: 7777 Northshore Place
North Little Rock, AR 72118

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER MCGUIRE AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 22-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND OZONE MUSIC EDUCATION FOUNDATION, INC.; AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, Ozone’s mission is to enhance the appreciation and education of music for the people of St. Tammany Parish by providing both children and adults within the community with music education and support their endeavors in songwriting and other careers within the music industry; and

WHEREAS, the programs and services provided by Ozone benefit the community through cultural arts; which serves a public benefit and serves a public purpose; and

WHEREAS, the City is the owner and operator of the Mandeville Trailhead Depot located at 675 Lafitte Street, Mandeville, LA 70448; and

WHEREAS, Ozone desires to use the Mandeville Trailhead Depot for the purpose of conducting their Third Annual Ozone Songwriter Festival on November 5th and 6th, 2022; and

WHEREAS, the City has a reasonable expectation of receiving benefit or value described in detail that is at least equivalent to or greater than the consideration described in the Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, it will best serve the needs of both Ozone Music Education Foundation, Inc. and the City if the parties were to act cooperatively to accomplish the mutual goal of providing cultural arts programs and services to the City’s constituents; and

WHEREAS, the City and Ozone Music Education Foundation, Inc. have agreed to a cooperative endeavor agreement for expense sharing of management and operation of the Fourth Annual Ozone Songwriter Festival; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute the attached Cooperative Endeavor Agreement between the City and Ozone Music Education Foundation, Inc. for expense sharing of management and operation of the Third Annual Ozone Songwriter Festival.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN:

OZONE MUSIC EDUCATION FOUNDATION, INC.

AND

CITY OF MANDEVILLE

BE IT KNOWN AND REMEMBERED, that this agreement has been entered into and is effective as of this ____ day of _____ 2022, between the:

City of Mandeville, a municipal corporation of the State of Louisiana situated in St. Tammany Parish, Louisiana, appearing herein through its Mayor, the Honorable Clay Madden, being domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448. (hereinafter referred to as the “City”);

And,

Ozone Music Education Foundation, Inc., a 501(c)3 tax exempt nonprofit organization, authorized to do and doing business in the State of Louisiana, represented herein by Randy P. Russell, its duly authorized Agent, pursuant to a Certificate of Good Standing annexed hereto and made a part hereof, being domiciled at 40255 Crowes Landing Road, Pearl River, LA 70452. (hereinafter referred to as the “Ozone”).

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, the City desires to cooperate with Ozone as hereinafter provided;

1.3 WHEREAS, Ozone’s mission is to enhance the appreciation and education of music for the people of St. Tammany Parish by providing both children and adults within the community with music education and support their endeavors in songwriting and other careers within the music industry;

1.4 WHEREAS, to support their mission, Ozone has organized the Fourth Annual Ozone Songwriter Festival on November 5th and 6th, 2022;

1.5 WHEREAS, the City owns and operates the Mandeville Trailhead Depot at 675 Lafitte Street, Mandeville, Louisiana, 70448;

1.6 WHEREAS, Ozone desires to use the Mandeville Trailhead Depot for the purpose of conducting the Fourth Annual Ozone Songwriter Festival;

1.7 WHEREAS, the programs and services provided by Ozone benefit the community through cultural arts; which serves a public benefit and serves a public purpose;

1.8 WHEREAS, the City has a reasonable expectation of receiving benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

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

ARTICLE II

PURPOSE

The purpose of this Agreement is to set forth the terms under which the City and Ozone will partner to hold the Fourth Annual Ozone Songwriter Festival at the Mandeville Trailhead Depot.

ARTICLE III

MANGEMENT AND OPERATION

3.1 The City shall be responsible for providing activity space, barricades, and trash cans to conduct approved programs activities.

3.2 Ozone shall be responsible for soliciting people to participate in program/activities.

3.3 Ozone shall be responsible for all costs for personnel and activities related to the production of the Fourth Annual Ozone Songwriter Festival.

3.4 Ozone shall be responsible for all equipment, security, personnel and other such cost associated with said event.

3.5 Ozone shall be responsible for the Sound Engineer's delivery of all PA/Audio equipment to the Depot Room and/or to the Trailhead Stage Storage Room/Closet on Friday November 4, 2022, between the hours of 9:00AM-4:00PM, which delivery shall be completed by 4:00PM. Ozone is authorized and shall be allowed to setup the Depot Room, including PA/Audio equipment, on Friday November 4, 2022, between the hours of 9:00AM-4:00PM, which setup shall be completed by 4:00PM.

3.6 Ozone shall be responsible for the installation of the Ozone banner on gates and backdrop of Trailhead Stage no later than 4 p.m. on Friday, November 4, 2022.

3.7 Ozone shall be responsible for providing Trailhead Market Entertainment on Saturday, November 5, 2022, from 9:00AM-1:00PM, and must have stage setup at 8:30 AM. Ozone is authorized and shall be allowed, during the Trailhead Market Entertainment, to announce over the Trailhead Stage PA system information about the Ozone Songwriter Festival.

3.8 Ozone shall be responsible for setup and breakdown of the Festival between the hours of 7:00AM – 6:00PM, and the Festival shall take place from 2:00PM- 5:00PM on Saturday, November 5, 2022.

3.9 Ozone is authorized and shall be allowed to stage two (2) pop-up tents on the grassy mount at noon on Saturday, November 5, 2022.

3.10 Ozone shall host Festival events on the Trailhead Stage from 11:00AM-5:00PM, with set up and breakdown from the hours of 9:30AM-6:00PM on Sunday, November 6, 2022.

3.11 Ozone shall host Festival events in the Depot Room from 11:00AM-5:00PM, with set up and breakdown from the hours of 9:30AM-6:00PM on Sunday, November 6, 2022.

3.12 Ozone shall finalize breakdown of Depot Room between 10:00AM-2:00PM on Monday, November 7, 2022.

ARTICLE IV

TERMINATION FOR CAUSE

4.1 The City may terminate this Agreement for cause based upon the failure of Ozone to comply with the terms and/or conditions of the Agreement; provided that the City shall give Ozone written notice specifying Ozone's failure. If within thirty (30) days after receipt of such notice, Ozone shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days begun in good faith to correct said failure and thereafter proceeded diligently to

complete such correction, then the City may, at its option, place Ozone in default and the Agreement shall terminate on the date specified in such notice. The City may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Ozone to comply with the terms and conditions of this Agreement; provided that the City shall give Ozone written notice specifying Ozone's failure and a reasonable opportunity for the Ozone to cure the defect.

ARTICLE V

TERMINATION FOR CONVENIENCE

5.1 Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

ARTICLE VI

ASSIGNMENT

6.1 Ozone shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City. Notice of any such assignment or transfer shall be furnished promptly to the City. Additionally, Ozone shall not subcontract any services in connection with this Agreement without the prior written consent of the City.

ARTICLE VII

AMENDMENTS IN WRITING

7.1 This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.

ARTICLE VIII

TERM OF AGREEMENT

8.1 The term of this Agreement shall be in effect from the date of execution through the 9th day of November, 2022.

ARTICLE IX
INDEMNIFICATION

9.1 Ozone shall indemnify, defend, and save harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City growing out of, resulting from, or by reason of any act or omission of Ozone, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

ARTICLE X
INSURANCE

10.1 Ozone undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initial term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as an additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

10.2 All coverage required by this section shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers compensation only. City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

10.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Ozone before any part of the service specified by this Agreement are commenced. The said Certificate shall name city as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

10.4 Ozone and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against City, its officers, agents, or employees and its insurance companies.

10.5 City will give Ozone prompt notice in writing if the institution of any suit or proceeding and permit Ozone to defend same, and will give all needed information, assistance, and authority to enable Ozone to do so. Ozone shall similarly give City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Agreement. Ozone shall immediately provide City with copies of all pertinent papers received by Ozone pursuant to this provision of the Agreement.

10.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City, shall be furnished by Ozone.

ARTICLE XI

PARTIAL INVALIDITY; SEVERABILITY

11.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XII

ENTIRE AGREEMENT; MODIFICATION

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

ARTICLE XIII
CONTROLLING LAW

13.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIV
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

14.1 Ozone is engaged by the City for the purposes set forth in this Agreement. The relationship between Ozone and the City shall be, and only be, that of an independent contractor and Ozone shall not be construed to be an employee, agent, partner of, or in joint venture with, the City.

ARTICLE XV
**ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE**

15.1 The City and Ozone expressly agree that Ozone is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the City shall not be liable to Ozone or to anyone employed by Ozone for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XVI
**ACKNOWLEDGEMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE**

16.1 The City and Ozone expressly declare and acknowledge that Ozone is an independent contractor and, as such, is being engaged by the City under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only;

- a. Ozone has been and will be free from any control or direction by the City over the performance of the service covered by this Agreement;
- b. The services to be rendered by Ozone are outside the normal course and scope of the City's usual business; and,

c. Ozone is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Ozone nor anyone employed or contracted by Ozone shall be considered an employee of the City for the purposes of unemployment compensation and workers compensation coverages.

ARTICLE XVII

FORCE MAJEURE

17.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XVIII

REMEDIES FOR DEFAULT

18.1 In the event the Customer defaults on this Agreement, breaches the terms of this Agreement, or ceases to do business during the term of this Agreement, this Agreement shall be terminated, and within thirty (30) days of such termination the City shall no longer be obligated to provide activity space, barricades, and trash cans to the Customer as provided under this Agreement.

ARTICLE XIX

JURISDICTION

19.1 The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.

ARTICLE XX

NON-DISCRIMINATION

20.1 The parties agree not to discriminate on the basis of religion, race, color, sex, national origin, age, disability status, ethnicity, military/veteran status, sexual orientation, gender identification, genetic information, marital status, citizenship status, or any other characteristic, unless required by law.

ARTICLE XVIII

NOTICES

21.1 All notices and other communications pertaining this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

To: Ozone Music Education Foundation, Inc.

Attn: Randy Russell
40225 Crowes Landing Road
Pearl River, Louisiana 70452

To: City of Mandeville

Honorable Clay Madden
Mayor, City of Mandeville
3101 E. Causeway Approach
Mandeville, Louisiana 70448

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses

City of Mandeville

Signature: _____ Date: _____
CLAY MADDEN, Mayor of the City of Mandeville

WITNESS _____
Printed _____

Ozone Music Education Foundation, Inc.

Signature: _____ Date: _____
**Randy P. Russell, Authorized Agent
For and on Behalf of Ozone Music Education
Foundation, Inc.**

WITNESS _____
Printed _____

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____;

ORDINANCE NO. 22-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND THE PERSONNEL POLICIES RELATIVE TO THE PAY SCALE OF THE NON-POLICE MUNICIPAL CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS Section 4-04 of the Mandeville City Charter mandates that the City Council introduce an ordinance upon receipt of the Mayor's proposed plan to amend the Personnel Policies regarding City of Mandeville Municipal Non-Police Civil Service Employees;

WHEREAS the Administration desires to amend the pay scale of the Municipal Non-Police Civil Service employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

WHEREAS the Human Resources Director has prepared this recommendation to the City of Mandeville's Municipal Employees' Civil Service Board as shown by Exhibit "A" attached hereto and made part of this ordinance; and

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of this proposal as shown by Exhibit "A" attached hereto and made part of this ordinance; and

NOW, THEREFORE, BE IT ORDAINED that the Personnel Policies relative to the pay scale of the Municipal Non-Police Civil Service Employees of the City of Mandeville be amended as set out on Exhibit "A" attached and made a part hereto; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall be effective on the first day of the payroll period following the Mayor of the City of Mandeville's approval; and

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance. The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at ____ o'clock __.m.

L. Clay Madden, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20__.

CLERK OF COUNCIL

City of Mandeville
Proposed Pay Matrix - Municipal Employees

Functional Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
Account, Finance	28.17	28.73	29.31	29.89	30.49	31.10	31.72	32.36	33.00	33.67	34.34	35.03	35.73	36.44	37.17	37.91	38.67	39.44	40.23	41.04	41.86	42.70	43.55	44.42	45.31
Accounting Specialist	19.46	19.85	20.25	20.66	21.07	21.49	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80	28.36	28.92	29.50	30.09	30.69	31.31
Assistant Superintendent - Buildings/Grounds	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.99	34.66	35.36	36.07	36.79	37.52	38.27	39.04	39.82	40.62	41.43	42.25	43.07	43.96	44.84	45.74	46.65
Assistant Superintendent - Operations/Maintenance	29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.99	34.66	35.36	36.07	36.79	37.52	38.27	39.04	39.82	40.62	41.43	42.25	43.07	43.96	44.84	45.74	46.65
Assistant Superintendent - Water/Sewer	38.39	37.11	37.86	38.61	39.39	40.17	40.98	41.80	42.63	43.49	44.36	45.24	46.15	47.07	48.01	48.97	49.95	50.95	51.97	53.01	54.07	55.15	56.25	57.38	58.53
Building Official	16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.63	25.13	25.63	26.15
Clark I, Mailroom Clerk	14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.29	22.74
Clark I, Data Entry Clerk	18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clark I, City Clerk	18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clark II, City Clerk	18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clark II, City Clerk	18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clark II, Utility Billing	14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.29	22.74
Clark II, Community Center	24.58	25.07	25.57	26.08	26.61	27.14	27.68	28.23	28.80	29.37	29.96	30.56	31.17	31.80	32.43	33.08	33.74	34.42	35.11	35.81	36.52	37.25	38.00	38.76	39.55
Community Center Coordinator	24.58	25.07	25.57	26.08	26.61	27.14	27.68	28.23	28.80	29.37	29.96	30.56	31.17	31.80	32.43	33.08	33.74	34.42	35.11	35.81	36.52	37.25	38.00	38.76	39.55
Crew Chief - Buildings & Grounds	21.75	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99
Crew Chief - Streets	21.75	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99
Crew Chief - Water/Sewer	21.75	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99
Electrical Technician	28.92	29.50	30.09	30.69	31.31	31.93	32.57	33.22	33.89	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	40.50	41.31	42.13	42.98	43.84	44.71	45.61	46.52
Equipment Assistant	22.63	23.08	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40
Field Representative	22.74	23.19	23.66	24.13	24.61	25.10	25.61	26.12	26.64	27.17	27.72	28.27	28.84	29.41	30.00	30.60	31.21	31.84	32.47	33.12	33.79	34.46	35.15	35.85	36.57
Grants and Contracts Administrator	26.14	26.56	27.19	27.74	28.29	28.85	29.43	30.02	30.62	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.61	40.41	41.21	42.04
Landscape/Urban Forestry Inspector	24.08	24.56	25.05	25.56	26.07	26.59	27.12	27.66	28.22	28.78	29.36	29.94	30.54	31.15	31.78	32.41	33.06	33.72	34.39	35.08	35.78	36.50	37.23	37.97	38.73
Maintenance Worker - Streets	15.98	16.30	16.63	16.96	17.30	17.64	18.00	18.36	18.72	19.10	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70
Maintenance Worker - Water/Sewer	15.98	16.30	16.63	16.96	17.30	17.64	18.00	18.36	18.72	19.10	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70
Maintenance Worker II Building & Grounds	17.78	18.14	18.50	18.87	19.25	19.63	20.02	20.42	20.83	21.25	21.67	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49	28.04	28.60
Maintenance Worker II Water/Sewer	17.78	18.14	18.50	18.87	19.25	19.63	20.02	20.42	20.83	21.25	21.67	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49	28.04	28.60
Permit Coordinator	18.09	18.45	18.82	19.19	19.58	19.97	20.37	20.78	21.19	21.62	22.05	22.49	22.94	23.40	23.87	24.34	24.83	25.33	25.83	26.35	26.88	27.41	27.96	28.52	29.09
Planner I/GIS Administrator	22.39	22.84	23.29	23.76	24.23	24.72	25.21	25.72	26.23	26.75	27.29	27.84	28.39	28.96	29.54	30.13	30.73	31.33	31.97	32.61	33.27	33.93	34.61	35.30	36.01
Planner I/Spec Projects, Plans/Code Review	19.97	20.37	20.78	21.20	21.62	22.05	22.49	22.94	23.40	23.87	24.35	24.83	25.33	25.84	26.35	26.88	27.42	27.97	28.53	29.10	29.68	30.27	30.88	31.49	32.12
Planner II	28.35	28.82	29.49	30.08	30.69	31.30	31.93	32.56	33.22	33.88	34.56	35.25	35.95	36.67	37.41	38.15	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.70	45.60
Plant Operator	23.15	23.61	24.08	24.57	25.06	25.56	26.07	26.59	27.12	27.67	28.22	28.78	29.36	29.94	30.54	31.15	31.78	32.41	33.06	33.72	34.39	35.08	35.78	36.50	37.23
Purchasing Agent	25.21	25.72	26.23	26.76	27.29	27.84	28.40	28.96	29.54	30.13	30.74	31.35	31.98	32.62	33.27	33.94	34.61	35.31	36.01	36.73	37.47	38.22	38.98	39.76	40.56
Secretary, Planning & Zoning	19.09	19.48	19.87	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.19	25.70	26.21	26.74	27.27	27.82	28.37	28.94	29.52	30.11	30.71
Secretary, Public Works	19.09	19.48	19.87	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.19	25.70	26.21	26.74	27.27	27.82	28.37	28.94	29.52	30.11	30.71
St. Accountant	30.98	31.60	32.23	32.87	33.53	34.20	34.88	35.58	36.29	37.02	37.76	38.51	39.28	40.07	40.87	41.69	42.52	43.37	44.24	45.13	46.03	46.95	47.89	48.85	49.82
Student Worker, Clerk	11.71	12.06	12.42	12.79	13.16	13.53	13.90	14.28	14.66	15.04	15.43	15.81	16.20	16.58	16.97	17.37	17.76	18.15	18.54	18.94	19.36	19.76	20.16	20.56	20.96
Student Worker, Maintenance	11.71	12.06	12.42	12.79	13.16	13.53	13.90	14.28	14.66	15.04	15.43	15.81	16.20	16.58	16.97	17.37	17.76	18.15	18.54	18.94	19.36	19.76	20.16	20.56	20.96
Superintendent - Buildings/Grounds	33.86	33.52	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	40.06	40.86	41.68	42.51	43.36	44.23	45.11	46.01	46.93	47.87	48.83	49.81	50.80	51.82	52.85
Superintendent - Operations/Maintenance	33.86	33.52	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	40.06	40.86	41.68	42.51	43.36	44.23	45.11	46.01	46.93	47.87	48.83	49.81	50.80	51.82	52.85
Superintendent - Utilities	32.86	33.52	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	40.06	40.86	41.68	42.51	43.36	44.23	45.11	46.01	46.93	47.87	48.83	49.81	50.80	51.82	52.85

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER _____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____;

ORDINANCE NO. 22-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO APPROVE THE PAY SCALE RELATIVE TO COMPENSATION PLAN OF THE MUNICIPAL POLICE CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS Section 3 (B)(2) of legislative Act 84-164 mandates the City Council of the City of Mandeville approve the compensation plan for positions within the Police Classified Civil Service;

WHEREAS the City of Mandeville's Municipal Police Employees' Civil Service Board desires to amend the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

WHEREAS the Administration desires to amend the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

WHEREAS the Personnel/Human Resources Director recommends approval of the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached and made a part hereto; and

WHEREAS the City of Mandeville's Municipal Police Employees' Civil Service Board approves the Personnel Policies relative to the pay scale of the City of Mandeville's Municipal Police Employees' as shown in Exhibit "A"; and

WHEREAS the Administration recommends to the City Council that the Personnel Policies relative to the pay scale of the City of Mandeville's Municipal Police Employees' be amended as shown in Exhibit "A"; and

NOW, THEREFORE, BE IT ORDAINED that the Personnel Policies relative to the pay scale of the Municipal Police Civil Service Employees of the City of Mandeville be amended as set out on Exhibit "A" attached and made a part hereto; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall be effective on the first day of the payroll period following the Mayor of the City of Mandeville's approval; and

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at ____ o'clock __.m.

L. Clay Madden, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20____.

CLERK OF COUNCIL

City of Mandeville
Proposed Pay Matrix - Municipal Police Employees

Functional Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
Assistant Chief	36,93	37,67	38,42	39,19	39,97	40,77	41,59	42,42	43,27	44,13	45,01	45,91	46,83	47,77	48,72	49,70	50,69	51,71	52,74	53,80	54,87	55,97	57,09	58,23	59,40
Captain	33,33	33,99	34,67	35,37	36,07	36,80	37,53	38,28	39,05	39,83	40,63	41,44	42,27	43,11	43,97	44,85	45,75	46,67	47,60	48,55	49,52	50,51	51,52	52,55	53,60
Clerk, Evidence	18,36	18,73	19,10	19,49	19,88	20,27	20,68	21,09	21,52	21,95	22,38	22,83	23,29	23,75	24,23	24,71	25,21	25,71	26,23	26,75	27,29	27,83	28,39	28,96	29,54
Clerk, Police	16,26	16,58	16,91	17,25	17,60	17,95	18,31	18,67	19,05	19,43	19,82	20,21	20,62	21,03	21,45	21,88	22,32	22,76	23,22	23,68	24,16	24,64	25,13	25,63	26,15
Dispatcher	20,20	20,60	21,01	21,43	21,86	22,30	22,74	23,20	23,66	24,14	24,62	25,11	25,61	26,12	26,65	27,18	27,72	28,28	28,84	29,42	30,01	30,61	31,22	31,85	32,48
Facilities/Fleet Manager	15,70	16,02	16,34	16,67	17,00	17,34	17,69	18,04	18,40	18,77	19,14	19,53	19,92	20,32	20,72	21,14	21,56	21,99	22,43	22,88	23,34	23,80	24,28	24,77	25,26
Human Resources	22,59	23,04	23,50	23,97	24,45	24,94	25,44	25,95	26,47	27,00	27,54	28,09	28,65	29,22	29,81	30,40	31,01	31,63	32,26	32,91	33,57	34,24	34,92	35,62	36,33
Human Resources Director	38,64	39,42	40,20	41,01	41,83	42,66	43,52	44,39	45,28	46,18	47,11	48,05	49,01	49,99	50,99	52,01	53,05	54,11	55,19	56,29	57,42	58,57	59,74	60,94	62,15
Information Technology Manager	39,25	40,03	40,83	41,65	42,48	43,33	44,20	45,08	45,98	46,90	47,84	48,80	49,77	50,77	51,78	52,82	53,88	54,95	56,05	57,17	58,32	59,48	60,67	61,89	63,13
Lieutenant	28,32	28,88	29,46	30,05	30,65	31,26	31,89	32,53	33,18	33,84	34,52	35,21	35,91	36,63	37,36	38,11	38,87	39,65	40,44	41,25	42,08	42,92	43,78	44,65	45,55
Officer	22,20	22,64	23,09	23,55	24,03	24,51	25,00	25,50	26,01	26,53	27,06	27,60	28,15	28,71	29,29	29,87	30,47	31,08	31,70	32,34	32,98	33,64	34,32	35,00	35,70
Secretary, Police	19,09	19,48	19,87	20,26	20,67	21,08	21,50	21,93	22,37	22,82	23,28	23,74	24,22	24,70	25,19	25,70	26,21	26,74	27,27	27,82	28,37	28,94	29,52	30,11	30,71
Sergeant	25,81	26,32	26,85	27,39	27,94	28,49	29,06	29,65	30,24	30,84	31,46	32,09	32,73	33,39	34,05	34,73	35,43	36,14	36,86	37,60	38,35	39,12	39,90	40,70	41,51

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER JILL MCGUIRE.

ORDINANCE NO. 22-25

AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE CODE OF ORDINANCE, CITY OF MANDEVILLE, BY AMENDING SEC. 13-3, OBSTRUCTION OF STREET GENERALLY, AND AMENDING SEC. 13-4, OBSTRUCTION OF WALK, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville seeks to maintain the safety of its streets for emergency services and the public use, whether vehicular, pedestrian or bike traffic, by establishing a prohibition of the placement of certain objects within the street right-of-way fronting both public and private property such that emergency services and the public use, whether vehicular, pedestrian or bike traffic, do not encounter landscaping materials placed in the street right-of-way or setback areas fronting the streets of the City;

WHEREAS, the Comprehensive Land Use Regulation Ordinance of the City of Mandeville (the "CLURO") concerning street traffic and ease of passage provides regulations that have been established to lessen congestion in the streets, secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land to avoid undue concentration of population; and to facilitate the adequate provision of vehicular and pedestrian circulation, water, sewerage, storm drainage, schools, parks, open space and other public requirements;

WHEREAS, pursuant Code of Ordinance, City of Mandeville, § 13-3 and § 13-4, it is unlawful to obstruct highway commerce by placement of anything on the street right-of-way which renders movement thereon more difficult, and it is unlawful to obstruct the free, convenient and normal use of any public street by impeding, hindering, stifling, retarding or restraining traffic or passage thereon;

WHEREAS, Code of Ordinance, City of Mandeville, § 9-41 requires the removal of certain enumerated items from the public right-of-way adjacent to developed lots but, by specific mention, does not include landscaping materials as it more generally refers to trash and litter; and

WHEREAS, the City of Mandeville desires to amend the applicable ordinances to address the safety of its streets for emergency services and public use and in the interest of governmental efficiency in the administration and enforcement of the provisions of the CLURO.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-3, Obstruction of Street Generally, is hereby amended to read as follows:

- (a) It shall be unlawful to obstruct a highway of commerce intentionally or in a criminally negligent manner by the placing of anything or performance of any act on any railway, railroad, navigable waterway, road, street, right-of-way, highway or thoroughfare, which will render movement thereon more difficult.
- (b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except for the following:

- (1) A pole mounted curbside mailbox provided it is in the roadside portion of the right-of-way and:
- a. it conforms to the rules and regulations of the U.S. Postal Service for construction and installation as well as to standards established in this section; and
 - b. it is erected contiguous to the privately owned property which it serves, unless prior written approval is obtained from the Department of Public Works; and
 - c. it is not erected in such a manner as to obstruct a free and clear vision of passing motorists and is not closer than twenty-five (25) feet from an intersection, measured from the nearest right-of-way line of the intersecting street; and
 - d. it is not designed or installed, by reason of the position, shape or color, to interfere with, obstruct the view of, or be confused with any authorized traffic control device; and
 - e. it does not have any attachments, not required or permitted by United States Postal regulations, which would constitute a prohibited sign under Article 10 of the CLURO; and
 - f. it is installed on a breakaway support post; a breakaway support means a supporting post which shall be no larger than a four-inch by four-inch wood post, four and one-half (4½) inch diameter wood post or a metal post with a strength no greater than a two-inch diameter schedule 40 steel pipe and which is buried no more than twenty-four (24) inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in "A Guide for Erecting Mailboxes on Highways" published by ASHTO, May 24, 1984.

(2) Plants and shrubs subject to the following:

a. None shall be placed in the right-of-way of any interstate (freeway), arterial streets, and collector streets as designated by the City unless specifically approved by the department of public works or shown on a site plan approved by the City in accordance with the procedures of this Code, including but not limited to Article 9 of the CLURO.

b. All plants and shrubs shall be placed in such a manner as to avoid obstruction of traffic control devices and shall be placed to provide a window of view between two and one-half (2½) feet from the surface of the roadway at its edge and seven (7) feet, so as not to obstruct the view of vehicular or pedestrian traffic. In addition, all plants and shrubs shall be placed in such a manner as to avoid interference with any public utility, facility, or infrastructure.

(3) The owner of private non-residential property that abuts the City right-of-way may request to establish or expand the use of City right-of-way for parking.

(4) Any materials used pursuant to a permitted culvert pursuant to CLURO Section 5.2.6.1 or as otherwise regulated by the CLURO of Code of Ordinances.

(5) Any object placed within the right-of-way which is in any way associated with a public utility or City agency, including but not limited to City equipment.

(c) Any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above shall be done so at the risk of the owner, who shall be fully responsible for the maintenance of same and shall not be due any compensation for the destruction or removal of said object by the City for any public reason whatsoever. Except in emergency situations, the City will give notice within ten (10) days of the removal or destruction by the City of any object placed within the right-of-way pursuant to subsections (b)(1) through (5) above which is deemed to be an obstruction by the department of public works.

(d) Notwithstanding any of the provisions of this section, the department of public works may permit the placement of curbside mailboxes, decorative piping, plants, shrubs, or other similar structures which do not meet the requirements of this section, by hardship variance in the event bringing new or existing curbside mailboxes, decorative piping, plants, shrubs, or other similar structures is not possible, provided that the person placing or causing placement of any such obstruction executes a "hold-harmless" agreement with the City, which agreement shall be in a form prescribed by the City Attorney and which shall include at a minimum an assumption by the person placing or causing the placing of the obstruction of all risks and damages which may result from said placement, including the payment of the City's attorney's fees should it be made party to any litigation or claim as a result of such obstruction; and an agreement by the person placing or causing the placement of the obstruction to allow the City to remove the obstruction at any time and for any reason without notice to said person.

Permits granted under the provision of this section shall not be transferable. Any person owning property adjacent to a City right-of-way having thereon an obstruction which does not meet the requirements of section (b) herein shall obtain a permit for said obstruction under this subsection or shall remove said obstruction. The department of public works shall not be required to issue a permit for an otherwise illegal obstruction on a City right-of-way to the owner of the adjacent property, even if the department had issued such a permit to the previous property owner. The provisions of this section (d) do not apply to non-living, durable landscaping materials, or to structures linked together in any manner, which are not included in the exceptions listed in subsections (b)(1) through (5) above.

(e) As set forth in Section 1.9.1-1.9.3 of the CLURO, the City is authorized to utilize City police deputies and/or may institute any appropriate action or proceedings to prevent such unlawful construction other violations, to restrain, to correct or to prevent any illegal act in or about such premises. Except as modified herein, the procedure for notice of violation and the assessment of penalty for violations of this Section shall be administered pursuant to CLURO Sections(s) 1.9.4 and 1.9.5

(f) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-4, Obstruction of Walk, be amended to read as follows:

(a) It shall be unlawful to willfully obstruct the free, convenient and normal use of any public sidewalk, street, right-of-way, alley, road or other passageway, or the entrance, corridor or passage of any public building, structure, watercraft or ferry, by impeding, hindering, stifling, retarding or restraining traffic or passage thereon or therein.

(b) The right-of-way is held by the City primarily for the purpose of pedestrian and vehicular passage and for the City's provision of essential public safety services, including police, fire and emergency medical response services, and public health services, including sanitary sewer, water and storm drainage. The purpose of this section is to provide standards in order to maintain the safety and the visual character of the City's right-of-way, and to maintain a greenbelt area of land within the property line and encompassing the street right-of-way such that the area is free from such non-living, durable landscaping materials that pose a danger to both vehicular and pedestrian travel.

It shall be unlawful for any person to place or cause to be placed any type of obstruction within ten (10) feet of the edge of any City street or as may be permitted by the City within the property lot line, whichever is less, except as outlined in Sec. 13-3 of this Code.

(c) Whoever commits this crime shall be punished as provided in section 1-9 of this Code.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon the signature of the Mayor; and

BE IT FURTHER ORDAINED that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ___ day of _____, 2022

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ___ day of _____, 2022 at _____ o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ___ day of _____, 2022 at _____ o'clock a.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ___ day of _____, 2022, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this _____ day of _____ 2022, at _____ o'clock a.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this _____ day of _____, 2022.

Kristine Scherer, CLERK OF COUNCIL

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER

ORDINANCE NO. 22-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND SECTION 2-8 OF CHAPTER 2 OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO THE COMPENSATION OF THE MAYOR OF THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City Council of Mandeville established and codified Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to set the compensation and salary of the Mayor of the City of Mandeville via Ordinance 19-33 on November 21, 2019; and

WHEREAS the City Council of Mandeville amended Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to correct verbiage that conflicted with LA R.S. 11:1751 on October 14, 2021; and

WHEREAS the City Council of Mandeville, in the operating budget for fiscal year 2022-2023, approved funding for a cost-of-living pay adjustment (COLA) for all City of Mandeville employees, including the Mayor of the City of Mandeville; and

WHEREAS the City Council of Mandeville desires to modify Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to increase the annual salary of the Mayor of the City of Mandeville to reflect the increased cost of living as calculated by the United States Social Security Administration; and

WHEREAS Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances incorrectly states the life insurance benefit amount as \$15,000.00

WHEREAS the City Council of Mandeville desires to modify Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to reflect the correct description of the life insurance benefit, which is available to full-time City of Mandeville employees, with the whole premium being paid by the City of Mandeville, as is done for other full-time City of Mandeville employees;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 2-8 (a) of the City of Mandeville Code of Ordinances be amended to:

Section 2-8 Compensation of the Mayor

- (a) Annual salary of one hundred and one thousand, nine hundred and sixty-six dollars (\$101,966.00);

NOW THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville, that Section 2-8 (d) of the City of Mandeville Code of Ordinances be amended to:

Section 2-8 Compensation of the Mayor

(d) Life insurance with a potential thirty thousand dollar (\$30,000) benefit, the premium being paid by the City, as is done for other full-time employees;

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

- AYES:
- NAY:
- ABSTENTIONS:
- ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock ____m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at ____ o'clock ____m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at ____ o'clock ____m.