
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Brien Pledger	Chairman
Mr. Carl Harding	Vice-Chairman
Mr. Clayton Voisin Jr.	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Mr. Daniel Babin	Member
Ms. Kim Chauvin	Member
Mr. Steve Trosclair	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

February 26, 2024
5:35 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. **RESOLUTION:** Declaring Jeep, Generators, printers and other various miscellaneous items from various departments/divisions having a value of \$5,000 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.
2. **RESOLUTION:** Authorizing the Parish President to execute all documents and agreements required in the grants under the Community Development Block Grant Disaster Recovery program through the Restore Louisiana Infrastructure: FEMA Public Assistance nonfederal share match program.

3. **RESOLUTION:** Authorizing the Parish President to execute a purchase from Perret's for Twelve (12) new SWAT Entry Carrier vest and equipment to assist the Houma Police Department of the Terrebonne Parish Consolidated Government to replace Twelve (12) expired SWAT Entry Carrier vest and equipment since 2012.
4. **RESOLUTION:** Authorizing entering into a Cooperative Endeavor Agreement with South Central Louisiana Human Services Authority and authorizing the Parish President to sign said agreement.
5. **RESOLUTION:** Authorizing entering into a Cooperative Endeavor Agreement with Southeast Louisiana Legal Services and authorizing the Parish President to sign said agreement.
6. **RESOLUTION:** Declaring animal cages, vehicles, SCBA bottles, and miscellaneous equipment from various departments / divisions having a value of \$5,000.00 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.
7. **RESOLUTION:** Concurring with Administration to award the Request for Bids received for TPCG South Campus Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.
8. **RESOLUTION:** Concurring with Parish Administration to award Bid 24-WHSE-01 Purchase of New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) to the lowest qualified bidders, Stuart C. Irby Co., Wesco Distribution, and Gresco Utility Supply
9. **RESOLUTION:** Concurring with Parish Administration to award Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract) to the lowest qualified bidders, Ferguson Enterprises, Coburns Supply and John H. Carter
10. **RESOLUTION:** Concurring with Parish Administration to award Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract) to the lowest qualified bidders, Economical Janitorial & Paper Supplies LLC and Fanguy Bros. Wholesale
11. **RESOLUTION:** Concurring with Parish Administration to award for Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract) to the lowest qualified bidders, Wesco Distribution Inc. and American Wire Group
12. **RESOLUTION:** Authorizing the Parish President's appointment of Morris P. Hebert, Inc., to provide 1-1B Permit Monitoring and authorizing execution of an agreement for these services.
13. Consider the introduction of an ordinance to adopt and enact a new sec. 2-452 "Hancock Whitney Bank Building and Parking" in Article XIV of Chapter 2 of the Terrebonne Parish Code of Ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney Bank Building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.
14. Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.
15. Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.
16. Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.
17. Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.
18. Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

- 19.** Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

 - I. Bayou Country Sports Park, \$1,000,000
 - II. Houma Fire Department, \$200
 - III. Houma Police Department-Opioid Abatement, \$354,244

and call a public hearing on said matter on Wednesday, March 13, 2024, at 6:30 p.m.
- 20.** Presentation and discussion on CDBG-DR projects and applications (2nd Allocation).
- 21.** Adjourn

Category Number:
Item Number:



Monday, February 26, 2024

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, February 26, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, February 26, 2024

Item Title:

Resolution to declare surplus items with a value of less than \$5,000

Item Summary:

RESOLUTION: Declaring Jeep, Generators, printers and other various miscellaneous items from various departments/divisions having a value of \$5,000 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/5/2024	Executive Summary
Resolution	2/5/2024	Resolution
Backup Material	2/5/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Declaring, Jeep, Generators, printers, and other various miscellaneous items from various departments/divisions as surplus.

PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus, electronics, Jeep, generators, printers, and other various miscellaneous items from Administration, Civic Center, Customer Service, Engineering, Health Unit, Planning & Zoning, Pollution Control, and Utilities, Department/Division, and to acquire authorization to dispose of items through legally approved methods.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

TOTAL EXPENDITURE

Anticipated Revenue: \$1,159.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis, Purchasing Manager

February 5, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

WHEREAS, Louisiana Statutory Law provides for the disposal of surplus movable property having a value of \$5,000.00 or less, in addition to other legally permissible means, at private sale which is, in the opinion of the governing authority, not needed for public purposes; and

WHEREAS, the movable property listed in the attached Exhibit A each have a valued of \$5,000.00 or less, as indicated by the values set out next to each item on the attached Exhibit A; and

WHEREAS, the parish administration has recommended that the movable property listed in the attached Exhibit A be declared surplus as the items are no longer useful, nor do they serve a public purpose and authorizes immediate award to the highest bidder for all items, including those where the highest bid exceeds \$5,000.00; and

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the movable property listed in the attached Exhibit A be declared surplus and that the Parish Administration be authorized to dispose of said items by private sale or by any other legally approved method to the highest bidder pursuant to statutory law, including those where the highest bid exceeds \$5,000.00.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this, the _____ th day of _____, 2024.

I, Tammy E. Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on the _____ th day of _____, 2024 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the _____ day of _____, 2024 at which meeting a quorum was present.

CHAIR

EXHIBIT "A"
February, 2024 Surplus List

Administration:

14 – Ink Cartridges/\$1
1 – Printer/\$0
1 – TV/\$0
1 – VCR/\$5
1 – Printer Stand/\$0
1 – Work Station/\$0
1 – Office Chair/\$0
1 – Cart/\$10
1 – Computer Desk, Glass/\$10
4 – Lateral File Cabinets/\$5

Civic Center:

1 – UPS/\$0
1 – Copier/\$0
1 – Printer/\$0

Customer Service:

1 – Chair/\$0
1 – Heater/\$0

Engineering:

1 -2003 Jeep, Unit #1113/\$100

Health Unit:

2 – Printers/\$0

Planning & Zoning:

22 – Phones/\$0

Pollution Control:

2 – Generators/\$500

Utilities:

1 – CPUs/\$0
2 – Monitors/\$0

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Administration Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>ink</u>	<u>12 14</u>		<u>new</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

A bunch of ink cartridges (black, yellow, cyan, & magenta)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>printer</u>	<u>1</u>	<u>0</u>	<u>poor</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Brother Laser color printer Broken & disposed of

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>TV</u>	<u>1</u>	<u>0</u>	<u>fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Sony Tube TV

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>VCR</u>	<u>1</u>	<u>\$5</u>	<u>fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Sony VCR

ITEM IS LOCATED AT: _____

Julienne Authement 873-6406
Contact Person Phone

Authorized by Dept. Head: Julienne Authement 1-10-24
Signature Date

Fleet Maintenance Supervisor: _____
(Vehicles/Heavy Equipment Only) Signature Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Administration Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Printer stand</u>	<u>1</u>	<u>0</u>	<u>Fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

White 1980's Printer stand

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>Work station</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Work station with shelf

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>Office chair</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Office chair

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>Cart</u>	<u>1</u>	<u>\$10</u>	<u>Good</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Rolling storage cart with shelves

ITEM IS LOCATED AT: _____

<u>Julienne B. Authement</u>	<u>873-6400</u>
Contact Person	Phone
<u>Julianne B. Adams</u>	<u>1-10-24</u>
Authorized by Dept. Head:	Date
Signature	

Fleet Maintenance Supervisor:	_____
(Vehicles/Heavy Equipment Only)	Signature
	Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Administration Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>glass desk</u>	<u>1</u>	<u>\$10</u>	<u>Good</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Rolling Glass Desk with Keyboard tray

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

<u>Julienne B. Authement</u>	<u>873-6406</u>
Contact Person	Phone
<u>Julianne Adams</u>	<u>1-10-24</u>
Authorized by Dept. Head:	Date
Signature	

Fleet Maintenance Supervisor:	_____
(Vehicles/Heavy Equipment Only)	Signature
	Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Administration Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
cabinet	5 4	\$100 85	good fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

lateral file cabinets

ITEM IS LOCATED AT: Administration

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Contact Person

Authorized by Dept. Head:

Signature

Phone

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Barry P. Bonvillain Civic Center Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Battery Back	1	1	Broken ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Battery Backup

Disposed of

ITEM IS LOCATED AT: BPBCC

ITEM	QUANTITY	VALUE	CONDITION
	1		

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Denise Dryden

Contact Person

985-850-4657

Phone

Authorized by Dept. Head:

Dean Schouert
Signature

1/16/24
Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Barry P. Bonvillian Civic Center Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Copier Machine</u>	<u>1</u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Toshiba estudio 75L, white, 466096 pages
includes finisher unit. Serial #: CKIC13141

ITEM IS LOCATED AT: BP BCC

ITEM	QUANTITY	VALUE	CONDITION
<u></u>	<u></u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
<u></u>	<u></u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
<u></u>	<u></u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Dennis Pryden
Contact Person

Authorized by Dept. Head:

Devon Schonest
Signature

Phone

211/24

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Berry P Bonvillian Civic Center Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Printer</u>	<u>1</u>	<u>0</u>	<u>Broken</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

HP Desk Jet 6940 SN: MY69R8R2BD

ITEM IS LOCATED AT: BPBCC

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Angel Williams 985 850-4657
Contact Person Phone

Authorized by Dept. Head: Deam Schouest 2-2-24
Signature Date

Fleet Maintenance Supervisor: _____
(Vehicles/Heavy Equipment Only) Signature Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Finance (Customer Service Division 151-152) Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Chair	1		Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Black Chair - Broken Arm, Torn Seat

Disposed of.

ITEM IS LOCATED AT: Customer Service Division

ITEM	QUANTITY	VALUE	CONDITION
Heater	1		Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Air King Ceramic Element Heater - Does not work

Disposed of.

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Cherri / Ed

Contact Person

Authorized by Dept. Head:

Signature

873-6465

Phone

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Terrebonne Parish Health Unit Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Printer	1	\$250.00	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

HP LaserJet 4250n, not being used anymore

ITEM IS LOCATED AT: Terrebonne Parish Health Unit - Sanitation Department

ITEM	QUANTITY	VALUE	CONDITION
Printer	1	\$200	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Xerox Phaser 6510, printer has been discontinued and toner/supplies are no longer available

ITEM IS LOCATED AT: Terrebonne Parish Health Unit, Room 19

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Dana B Aucoin, Office Manager, Terrebonne Parish Health Unit

985.857.3605

Contact Person

Phone

Authorized by Dept. Head:

Dana Aucoin, AC4

Signature

12.06.2023

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

APPROVED

JAN 31 2024

Information Technology Division

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Criminal Justice Complex Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM

1

QUANTITY

1

VALUE

0

CONDITION

Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Lexmark TS654dn Printer

S/N 793YT4Z

ITEM IS LOCATED AT: 301 Plant Road

ITEM

2

QUANTITY

1

VALUE

0

CONDITION

Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Lexmark TS652dn

S/N 794XF83

ITEM IS LOCATED AT: 301 Plant Road

ITEM

3

QUANTITY

1

VALUE

0

CONDITION

Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Dell Optiplex Tower Computer (hard drive removed)

Service tag 6KKQR11, Parish Asset Tag 13048

ITEM IS LOCATED AT: 301 Plant Road

ITEM

QUANTITY

VALUE

CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

JAN 7 5 2024

BY

Information Technology Division

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Planning & Zoning Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
1	21	0	Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Cisco SPA504G Phone

ITEM IS LOCATED AT: 301 Plant Road

ITEM	QUANTITY	VALUE	CONDITION
2	1	0	Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Cisco SPA525G Phone

ITEM IS LOCATED AT: 301 Plant Road

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Christopher Polaski

Contact Person

873-6569

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Pollution Control Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Generator	1	\$500	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Cummins Onon 200 KW Standby Generator Model #200.0DFP-17R/30545M Serial #D870891453

Runs, was replaced with upgrades at Southdown #1 HB.

ITEM IS LOCATED AT: TPCG Warehouse

ITEM	QUANTITY	VALUE	CONDITION
Generator	1	\$500	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Cummins Onon 200 KW Standby Generator Model #200.0DFP-17R/30545M Serial #D870891452

Runs, was replaced with upgrades at Oakshire #2 HB.

ITEM IS LOCATED AT: TPCG Warehouse

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

David Tyler or Jamie Branch

Contact Person

Authorized by Dept. Head:

Signature

985-873-6727

Phone

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Engineering a Division of Public Works Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Vehicle	1	\$100.00	Poor

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1 (one) White 2003 Jeep Liberty 4x4. Vehicle has been parked unused for 5 plus years. Had multiple electrical and mechanical issues.

ITEM IS LOCATED AT: 301 Plant Road Houma LA

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Contact Person

Authorized by Dept. Head:

Signature

Phone

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

CONDITION REPORT FOR VEHICLES / HEAVY EQUIPMENT

Complete form and make a copy for your department files. Send the original with the Surplus form to Purchasing for disposal instructions. NOTE: Vehicle must be cleaned and all keys turned in to Purchasing.

DEPARTMENT/DIVISION: Engineering UNIT NUMBER: 1113

YEAR: 2003 MAKE: Jeep MODEL: Liberty

Body Type: SUV Mileage / Hours: 65,261

VIN/SERIAL #: 1J4GK48K83W620063 COLOR: White

Engine Type: 8 cyl ☐ 6 cyl ☒ 4 cyl ☐ OTHER: Powertech 3.7L v 6

TRANSMISSION TYPE: Automatic

FUEL TYPE: ☒ GAS ☒ DIESEL ☐ NATURAL GAS ☐ DUEL FUEL

OTHER OPTIONS INCLUDED:

CREW CAB	EXTENDED CAB	2WD	4WD	POWER WINDOWS	POWER LOCKS	RADIO			
----------	--------------	-----	-----	---------------	-------------	-------	--	--	--

Additions: _____

CONDITION OF VEHICLE:

CHECK THE APPROPRIATE BOX TO RATE THE CONDITION OF THE VEHICLE / HEAVY EQUIPMENT

	GOOD	FAIR	POOR	SALVAGE	DESCRIPTION OF ANY PROBLEMS	DATE OF LAST SERVICE
ENGINE		<input checked="" type="checkbox"/>			Was able to start and Drive on the trailer for transport.	
TRANSMISSION		<input checked="" type="checkbox"/>				
DIFFERENTIAL			<input checked="" type="checkbox"/>		Unknown	
BODY			<input checked="" type="checkbox"/>		Rust, dents, and paint issues	
BRAKES			<input checked="" type="checkbox"/>		work but needs inspection	
Clutch			<input checked="" type="checkbox"/>		No reported issues	
RADIATOR			<input checked="" type="checkbox"/>		No reported issues	
STEERING			<input checked="" type="checkbox"/>		No reported issues	
BATTERY			<input checked="" type="checkbox"/>		Needs to be replaced	
AC			<input checked="" type="checkbox"/>		No reported issues	
HEATER			<input checked="" type="checkbox"/>		No reported issues	
WINDSHIELD		<input checked="" type="checkbox"/>			No reported issues	
WINDOWS		<input checked="" type="checkbox"/>			No reported issues	
UPOLSTERY		<input checked="" type="checkbox"/>			Interior is in good shape	
RADIO		<input checked="" type="checkbox"/>			Works	
JACK					N/A	
PAINT			<input checked="" type="checkbox"/>		Various scratches and worn / Rusted /Dents	
TIRES: R FRONT			<input checked="" type="checkbox"/>			
TIRES: L FRONT			<input checked="" type="checkbox"/>		Worn / Aged	
TIRES: R REAR			<input checked="" type="checkbox"/>			
TIRES: L REAR			<input checked="" type="checkbox"/>		Good tread / Aged	
TIRES: SPARE			<input checked="" type="checkbox"/>			

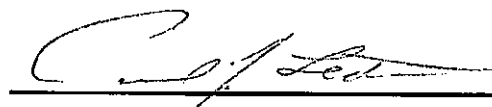
REASON FOR SURPLUS: Replaced with newer model / Has been parked for 5 plus years due to electrical problems. Starts and runs.

LOCATION OF VEHICLE: 301 Plant Rd, Houma, LA 70363

DATE REMOVED FROM SERVICE: 5Plus years ago CONTACT PERSON: Carl Ledet Fleet Superintendent

TELEPHONE NUMBER: 985-873-6745

FLEET MAINTENANCE SUPERVISOR:



Carl Ledet / Fleet Maintenance Superintendent

DATE: 1/26/24
#NAME?

APPROVED

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Utilities Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM Intel Core i7 QUANTITY 1 VALUE \$0/Junk CONDITION JUNK

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Service Tag 9ZDN422 Service Code 21730271726

ITEM IS LOCATED AT: 301 Plant Rd

ITEM 2 Monitors QUANTITY 2 VALUE \$0 CONDITION JUNK

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Dell Monitors

ITEM IS LOCATED AT: 301 Plant Rd

ITEM QUANTITY VALUE CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM QUANTITY VALUE CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Karen Domingue

Contact Person

873-6755

Phone

Authorized by Dept. Head:

[Signature]
Signature

12/1/23
Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

Category Number:
Item Number: 2.



Monday, February 26, 2024

Item Title:

Local Match Grant Program

Item Summary:

RESOLUTION: Authorizing the Parish President to execute all documents and agreements required in the grants under the Community Development Block Grant Disaster Recovery program through the Restore Louisiana Infrastructure: FEMA Public Assistance nonfederal share match program.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/7/2024	Executive Summary
Resolution	2/7/2024	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Local Match Grant Program

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution authorizing the Parish President to execute all documents and agreements required in the grants under the Community Development Block Grant Disaster Recovery program through the Restore Louisiana Infrastructure: FEMA Public Assistance nonfederal share match program

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

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

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

Signature

s/Kandace M. Mauldin, CFO

02/07/2024
Date

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ALL DOCUMENTS AND AGREEMENTS REQUIRED IN THE GRANTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM THROUGH THE RESTORE LOUISIANA INFRASTRUCTURE: FEMA PUBLIC ASSISTANCE NONFEDERAL SHARE MATCH PROGRAM

WHEREAS, TPCG has submitted an application for funding under the Louisiana Office of Community Development for the non-federal match; and

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) has the legal authority and responsibility for the rebuilding and recovery of Terrebonne Parish (the “Parish”). Recovery and revitalization and building efforts of TPCG involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the Department of Housing and Urban Development regulations require that TPCG certify that these activities for which CDBG funds are being requested are designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community, which are of recent origin, or which recently became urgent, and the Parish is unable to finance the activity on its own, and that no other funds are available

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby certifies that the activities for which CDBG funds in the amount of \$3,503,030 are being requested for the TPCG Public Assistance Cost Share project are designed to provide the expeditious and effective recovery of public services in Louisiana.

BE IT FURTHER RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee) on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into any and all required documentation for the administration of the program.



Monday, February 26, 2024

Item Title:

Resolution: To purchase from Perret's Twelve (12) new SWAT Entry Carrier vest and equipment under State Contract # 4400025826

Item Summary:

RESOLUTION: Authorizing the Parish President to execute a purchase from Perret's for Twelve (12) new SWAT Entry Carrier vest and equipment to assist the Houma Police Department of the Terrebonne Parish Consolidated Government to replace Twelve (12) expired SWAT Entry Carrier vest and equipment since 2012.

ATTACHMENTS:

Description	Upload Date	Type
ExecutiveSummary form.docx	2/15/2024	Cover Memo
Resolution.doc	2/15/2024	Cover Memo
Houma PD Quote Armor Option 2 Feb 12 2024.pdf	2/15/2024	Cover Memo
United Shield International LLC State NASPO Contract.pdf	2/15/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution: To purchase from Perret’s Twelve (12) new SWAT Entry Carrier vest and equipment under State Contract # 4400025826

PROJECT SUMMARY (200 WORDS OR LESS)
Purchasing Twelve (12) new SWAT Entry Carrier vest and equipment

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The Houma Police Department is looking to replace with Twelve (12) new SWAT Entry Carrier Vest and equipment to assist the Houma Police Department of the Terrebonne Parish Consolidated Government to replace Twelve (12) expired SWAT Entry Carrier vest and equipment since 2012.

TOTAL EXPENDITURE				
\$50,139.80				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$50,139.80

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

Travis Theriot

2-15-24

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute a purchase from Perret's for Twelve (12) new SWAT Entry Carrier vest and equipment to assist the Houma Police Department of the Terrebonne Parish Consolidated Government to replace Twelve (12) expired SWAT Entry Carrier vest and equipment since 2012; and

WHEREAS, after careful review by the Purchasing Division, and the Houma Police Department to replace with Twelve (12) new SWAT Entry Carrier Vest and equipment to assist the Houma Police Department of the Terrebonne Parish Consolidated Government to replace Twelve (12) expired SWAT Entry Carrier vest and equipment for Four Thousand, One Hundred and Sixty-Two dollars and Ninety Cents (\$4,162.90) per vest, Totaling for twelve (12) is Forty-Nine Thousand, Nine Hundred and Fifty Four dollars and Eighty cents (\$49,954.80) plus One Hundred and Eighty-Five dollars (\$185.00) for shipping and,

WHEREAS, it has also been determined to purchase from Perret's Twelve (12) new SWAT Entry Carrier vest and equipment which are on State NASPO Contract-Body Armor and Ballistic Resistant Products under State Contract Number: 4400025826 and T-Number: 92291 and,

WHEREAS, the Parish Administrative staff and the Parish Finance Department has concurred with the recommendation of the requested purchase from Perret's for a grand total price of Fifty Thousand, One Hundred and Thirty-Nine dollars and Eighty cents (\$50,139.80) for the replacement of Twelve (12) expired SWAT Entry Carrier vest and equipment and,

NOW, THEREFORE BE IT RESOLVED, by Terrebonne Parish Council (Budget and Finance Committee) on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute all necessary documents for the purchase of Twelve (12) new SWAT Entry Carrier vest and equipment from Perret's.



Quote February 12, 2024

Houma Police -- SWAT Entry Carrier
Option 2 - 10x12 Vanquish ICS Plates

ITEM	Part #	Price each	Qty	Total for 12
UPT MOLLE Carrier	UPT-Molle-USI1.2-IIIA	\$1,278.00	12	\$15,336.00
Suspended Under	SSAS-USI1.2-IIIA	\$346.00	12	\$4,152.00
Cummerbund Upgrade	CummerbundUpgrade	\$48.00	12	\$576.00
MIC-VH	MIC-VH	\$17.00	12	\$204.00
Cummerbund armor	UPTCMB1.1-II	\$243.00	12	\$2,916.00
Adv Shoulder pad	UPT-ASP-USI2.1-IIIA	\$197.00	12	\$2,364.00
Structured Bicep	UPT-STBICEP-USI1.1-IIIA	\$527.00	12	\$6,324.00
Throat armor	UPT-THROAT1.2-IIIA	\$148.00	12	\$1,776.00
Groin armor	UPT-GROIN-USI13.1-IIIA	\$181.90	12	\$2,182.80
ID PLACARDS	ID PLACARD- BLK LETTER/RNGR	\$10.50	24	\$252.00
Vanquish ICW	Vanquish ICW-10X12	\$578.00	24	\$13,872.00

12 setups with 10 x 12 Triumph Plates ICW>>>>>

\$49,954.80

Price per setup

Shipping

\$185.00

\$4,178.31

Total for 12 setups

\$50,139.80

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

March 10, 2023

VIA EMAIL ONLY
NO HARD COPY TO FOLLOW

United Shield International, LLC.
Attn: Mr. Brian Banducci
1462 International Dr.
Traverse City, MI 49686

BBanducci@UnitedShield.com

RE: Statewide NASPO Contract – Body Armor and Ballistic Resistant Products
Contract number: 4400025826 T-number: 92291
Notification of Participation

Dear Mr. Banducci:

This is official notification that the contract referenced above has been awarded to your company based on the attached Participating Addendum for NASPO Master Agreement # 164723. Enclosed is a copy of the contract award. This contract shall be effective until November 10, 2023, or until such time that this office informs you by thirty (30) days written notice that this contract will be cancelled.

United Shield International, LLC. shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for this contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of United Shield International, LLC. without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate the contract.

The specific usage report content, scope, and format requirements is available on the Office of State Procurement website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/doa/osp/vendor-resources/>. In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

1201 N. THIRD STREET ✦ P.O. BOX 94095 ✦ BATON ROUGE, LOUISIANA 70804-9095 ✦ (225) 342-8010
FAX (225) 342-9756
OSP HELP DESK EMAIL: DOA-OSP-HELPDESK@A.GOV
DOA-PROFESSIONAL CONTRACTS HELPDESK EMAIL: DOA-PCHelpdesk@A.GOV
VENDOR INQUIRY EMAIL: VENDOR_INQ@A.GOV
AN EQUAL OPPORTUNITY EMPLOYER

Mr. Banducci
March 10, 2023
Page 2

Enclosed is a copy of the contract. If you have designated certain vendors as authorized distributors for this contract, it will be your responsibility as prime contractor to send copies of this award to each distributor. Prior approval from this office must be obtained before additional distributors may be added.

If you have any questions concerning the above, please contact me at (225) 219-4690 or Drew.Harrell@la.gov.

Sincerely,

Drew Harrell

State Procurement Analyst



Monday, February 26, 2024

Item Title:

Resolution for South Central Louisiana Human Services

Item Summary:

RESOLUTION: Authorizing entering into a Cooperative Endeavor Agreement with South Central Louisiana Human Services Authority and authorizing the Parish President to sign said agreement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution for South Central Louisiana Human Services	2/20/2024	Executive Summary
Resolution for South Central Louisiana Human Services	2/20/2024	Resolution
Resolution for South Central Louisiana Human Services	2/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution for South Central Louisiana Human Services (SCLHS)

PROJECT SUMMARY (200 WORDS OR LESS)
RESOLUTION: Authorizing the Parish President to negotiate and enter into a contract with SCLHS to direct the operation and management of public, community-based programs and services relative to mental health, developmental disabilities, and addictive disorders services in Terrebonne Parish

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To authorize the Parish President to enter into a contract with SCLHS

TOTAL EXPENDITURE			
\$313,177			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
<u>ACTUAL</u>		ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED: \$313,177

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

_____/s/ Kayla Dupre_____
Signature

____2/20/2024_____
Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A
COOPERATIVE ENDEAVOR AGREEMENT FOR SERVICES BETWEEN TERREBONNE
PARISH CONSOLIDATED GOVERNMENT AND SOUTH CENTRAL LOUISIANA HUMAN
SERVICES AUTHORITY

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual;”

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property “for programs of social welfare for the aid and support of the needy;”

WHEREAS, South Central Louisiana Human Services Authority (SCLHSA), a local governing entity contracted through the Louisiana Department of Health, is authorized to direct the operation and management of public, community-based programs and services relative to Behavioral Health, which includes mental health, developmental disabilities, and addictive disorders services in Terrebonne Parish;

WHEREAS, TPCG believes that partially funding the services of SCLHSA by paying for certain social service contracts for mentoring/counseling services to residents in Terrebonne Parish communities, transportation, respite stays, administrative support, case management, security for its Behavioral Health Center and part-time custodian for administrative office to serve the public purpose of serving the mental health, developmental disabilities, and addictive disorders services for needy citizens in Terrebonne Parish; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Service Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Jason W. Bergeron, is hereby authorized to sign and execute the attached Cooperative Endeavor Agreement.

THERE WAS RECORDED:
YEAS: _____
NAYS: _____
NOT VOTING: _____
ABSTAINING: _____
ABSENT: _____

The Chairman declared the resolution adopted on this _____ day _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Jason W. Bergeron, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, _____, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR SERVICES BETWEEN TERREBONNE PARISH CONSOLIDATED
GOVERNMENT AND SOUTH CENTRAL LOUISIANA HUMAN SERVICES
AUTHORITY**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the State of Louisiana, herein represented by Jason W. Bergeron, President of Terrebonne Parish Consolidated Government, and

SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY, (“SCLHSA”) the local governing entity for behavioral health and developmental disability services, established by Legislative Act 449 in July 2006, duly constituted under the laws of the State of Louisiana, and providing services in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Kristin Bonner, Executive Director and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property “for programs of social welfare for the aid and support of the needy;” and

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

WHEREAS, SCLHSA, a local governing entity contracted through the Louisiana Department of Health, is authorized to direct the operation and management of public, community-based programs and services relative to Behavioral Health, which includes mental health, developmental disabilities, and substance use disorders services in Terrebonne Parish; and

WHEREAS, TPCG believes that partially funding the services of SCLHSA by paying for certain social service contracts for mentoring/counseling services to residents in Terrebonne Parish communities, transportation, respite stays, administrative support, case management, security for its Behavioral Health Center and part-time custodian for administrative office to serve the public purpose of serving the mental health, developmental disabilities, and addictive disorders services for needy citizens in Terrebonne Parish; and

NOW THEREFORE, the Parties agree as follows:

Purpose

The purpose of this cooperative endeavor agreement between TPCG and SCLHSA is to partially fund the services of SCLHSA by paying for social service contracts for mentoring/counseling services for residents in Terrebonne parish communities, transportation, respite stays, administrative support, case management, security for its Behavioral Health Center and part-time custodian for its administrative office to serve the public purpose of supporting the mental health, developmental disabilities, and substance use disorders services provided by SCLHSA for citizens in Terrebonne Parish.

Terms

1. SCLHSA shall continue to provide mental health, developmental disabilities, and addictive disorders services for the citizens in Terrebonne Parish.
2. In consideration for the performance of the services specified in this Cooperative Endeavor Agreement, and upon providing adequately documented requests for reimbursement, TPCG agrees to remit up to Three Hundred thirteen Thousand One Hundred seventy-seven Dollars and NO/100 (\$313,177) in payment to SCLHSA for contracted services to provide

mentoring/counseling for residents in Terrebonne parish communities, transportation, respite stays, administrative support, case management, security for its Behavioral Health Center and part-time custodian for its administrative office to serve the public purpose of supporting the mental health, developmental disabilities, and addictive disorders services provided by SCLHSA for citizens in Terrebonne Parish.

3. During the one year term of this agreement, the remittance by TPCG to SCLHSA shall be allotted in the following amount and for the following purpose:
 - a. Up to Three Hundred thirteen Thousand One Hundred Seventy-seven Dollars and NO/100 (\$313,177) to pay the contractors for the cost of providing the services as mentioned above.
4. For work performed under the terms and conditions of this Agreement, SCLHSA may submit to the Terrebonne Parish Consolidated Government, Accounting Division, copies of documentation for social service contracts (see Attachment A) for the SCLHSA Terrebonne Parish Office to receive reimbursement on a monthly basis.
5. Further, SCLHSA shall provide a bi-annual report to the TPCG outlining the services provided by SCLHSA in Terrebonne Parish, in particular those services funded by TPCG in an acceptable format.
6. It is acknowledged by SCLHSA that any contractor's staff whose salaries are paid subject to reimbursement by TPCG are employees of the contractor and shall not be considered employees of TPCG.
7. This contract embodies the complete agreement of the parties superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

Term

This agreement shall begin on January 1, 2024, and shall terminate on December 31, 2024.

Indemnification

SCLHSA agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as “TPCG”), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of SCLHSA, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys’ fees incurred by TPCG as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TPCG, and in the event of joint and concurrent negligence of both SCLHSA and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto; and,

SCLHSA further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the TPCG.

Non-appropriation

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for professional services are not appropriated by the governing authority of the

TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to SCLHSA of such facts and the Parish's intention to terminate its financial obligation.

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

Insurance

SCLHSA shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with

the parties' obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum A which is attached and incorporated herein.

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2024.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
JASON W. BERGERON
PARISH PRESIDENT

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2024.

WITNESSES:

**SOUTH CENTRAL LOUISIANA
HUMAN SERVICES AUTHORITY**

BY: _____
KRISTIN BONNER
EXECUTIVE DIRECTOR

ADDENDUM A

INSURANCE

SCLHSA shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, its agents, representatives, employees or drivers.

A. Professional Liability Insurance

The SCLHSA shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the SCLHSA'S scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime consultant engineer SCLHSA or surveyor. SCLHSA shall provide certification of such insurance and a copy of the policy upon request.

B. General Liability Insurance

The SCLHSA shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. If working with children or mentally impaired citizens, then Sexual Abuse and Molestation Liability: \$1,000,000 per claim, and \$2,000,000 annual aggregate is also required. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

C. Workers Compensation Insurance

The SCLHSA shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The SCLHSA shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. SCLHSA shall provide certification of such insurance and a copy of the policy upon request.

D. Auto Liability Insurance

The SCLHSA shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If SCLHSA owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. SCLHSA shall provide certification of such insurance and a copy of the policy upon request.

E. and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The SCLHSA shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

a. OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the SCLHSA; products and completed operations of the SCLHSA; premises owned, occupied or used by the SCLHSA. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under "Who is an insured" shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.

c. The SCLHSA'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the SCLHSA'S for OWNER.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

G. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those SCLHSA'S whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

H. Verification of Coverage

SCLHSA shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. Subcontractors

SCLHSA shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



Monday, February 26, 2024

Item Title:

Resolution for Southeast Louisiana Legal Services

Item Summary:

RESOLUTION: Authorizing entering into a Cooperative Endeavor Agreement with Southeast Louisiana Legal Services and authorizing the Parish President to sign said agreement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Southeast Louisiana Legal Services	2/20/2024	Executive Summary
Resolution for Southeast Louisiana Legal Services	2/20/2024	Resolution
Resolution for Southeast Louisiana Legal Services	2/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Resolution for Southeast Louisiana Legal Services Corporation

PROJECT SUMMARY (200 WORDS OR LESS)
RESOLUTION: Authorizing the Parish President to negotiate and enter into a contract with Southeast Louisiana Legal Services Corporation to provide legal counseling and representation to low-income individuals in Terrebonne Parish free of charge.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To authorize the Parish President to enter into a contract with Southeast Louisiana Legal Services Corporation

TOTAL EXPENDITURE		
\$30,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$30,000

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

—

/s/Kayla Dupre

Signature

2/20/2024

Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A
COOPERATIVE ENDEAVOR AGREEMENT FOR SERVICES BETWEEN TERREBONNE
PARISH CONSOLIDATED GOVERNMENT AND SOUTHEAST LOUISIANA LEGAL
SERVICES

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual;”

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property “for programs of social welfare for the aid and support of the needy;”

WHEREAS, the mission of SOUTHEAST LOUISIANA LEGAL SERVICES is to provide legal counseling and representation to low-income individuals in Terrebonne Parish free of charge;

WHEREAS, the provision of legal services by Southeast Louisiana Legal Services is determined on a case-by-case basis according to objective criteria to insure that services are only being provided to the truly needy;

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) believes that partially funding the services of Southeast Louisiana Legal Services will serve the public purpose of making our legal system accessible to low-income and elderly citizens in Terrebonne Parish; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Service Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Jason W. Bergeron, is hereby authorized to sign and execute the attached Cooperative Endeavor Agreement.

THERE WAS RECORDED:
YEAS: _____
NAYS: _____
NOT VOTING: _____
ABSTAINING: _____
ABSENT: _____

The Chairman declared the resolution adopted on this _____ day _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Jason W. Bergeron, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, _____, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR SERVICES BETWEEN TERREBONNE PARISH CONSOLIDATED
GOVERNMENT AND SOUTHEAST LOUISIANA LEGAL SERVICES**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Jason W. Bergeron, President of Terrebonne Parish Consolidated Government, (“TPCG”), and

SOUTHEAST LOUISIANA LEGAL SERVICES, a non-profit corporation duly constituted under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Executive Director, and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property “for programs of social welfare for the aid and support of the needy;” and

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

WHEREAS, the mission of SOUTHEAST LOUISIANA LEGAL SERVICES is to provide legal counseling and representation to low-income individuals in Terrebonne Parish free of charge; and

WHEREAS, the provision of legal services by Southeast Louisiana Legal Services is determined on a case-by-case basis according to objective criteria to insure that services are only being provided to the truly needy; and

WHEREAS, TPCG believes that partially funding the services of Southeast Louisiana Legal Services will serve the public purpose of making our legal system accessible to low-income and elderly citizens in Terrebonne Parish; and

NOW THEREFORE, the Parties agree as follows:

Purpose

The purpose of this cooperative agreement between TPCG and Southeast Louisiana Legal Services is partially funding the services of Southeast Louisiana Legal Services,

which will serve the public purpose of making our legal system accessible to low-income and elderly citizens in Terrebonne Parish by the Southeast Louisiana Legal Services.

Terms

1. Southeast Louisiana Legal Services will provide legal counseling and representation to qualifying low-income individuals in Terrebonne Parish free of charge.
2. Southeast Louisiana Legal Services will require that all individuals receiving free legal services must meet objective criteria to insure that the individual is truly needy.
3. In consideration for the performance of the services specified in this Cooperative Endeavor Agreement, and upon providing adequately documented requests for reimbursement, TPCG agrees to remit up to Thirty Thousand Dollars and NO/100 (\$30,000).
4. During the term of this Agreement, the remittance by TPCG to Southeast Louisiana Legal Services shall be allotted in the following amount and for the following purpose:
 - a. Up to Thirty Thousand Dollars and NO/100 (\$30,000) to pay the rent, utilities, and other office operating costs, including janitorial services and office supplies for their office in Terrebonne Parish located at 1340 W. Tunnel Blvd., Suite 101, Houma, Louisiana 70360.
5. For work performed under the terms and conditions of this Agreement, Southeast Louisiana Legal Services may submit to the Terrebonne Parish Consolidated Government, Accounting Division, copies of cancelled checks for the Southeast Louisiana Legal Services Terrebonne Parish Office to receive reimbursement.
6. In order to receive reimbursement for travel expenses, at the end of the contract term, Southeast Louisiana Legal Services must submit a report detailing travel expenses; destination and purpose of travel; names of employees incurring the expense; and the client being served by the travel.
7. This contract embodies the complete agreement of the parties superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

Term

This agreement shall begin on January 1, 2024, and shall terminate on December 31, 2024.

Non-appropriation

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for professional services are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to Southeast Louisiana Legal Services of such facts and the Parish's intention to terminate its financial obligation.

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2024.

Insurance

See Addendum A, attached hereto.

THUS DONE AND SIGNED, after due reading of the whole at Houma,
Terrebonne Parish, Louisiana, this day _____ day of _____, 2024.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
**JASON W. BERGERON
PARISH PRESIDENT**

NOTARY PUBLIC

THUS DONE AND SIGNED, after due reading of the whole at Houma,
Terrebonne Parish, Louisiana, this _____ day of _____, 2024.

WITNESSES:

**SOUTHEAST LOUISIANA
LEGAL SERVICES**

BY: _____
**LAURA TUGGLE
EXECUTIVE DIRECTOR**

NOTARY PUBLIC

ADDENDUM A

INSURANCE

SOUTHEAST LOUISIANA LEGAL SERVICES shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, its agents, representatives, employees or drivers.

A. Professional Liability Insurance

The SOUTHEAST LOUISIANA LEGAL SERVICES shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the SOUTHEAST LOUISIANA LEGAL SERVICES'S scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime consultant engineer SOUTHEAST LOUISIANA LEGAL SERVICES or surveyor. SOUTHEAST LOUISIANA LEGAL SERVICES shall provide certification of such insurance and a copy of the policy upon request.

B. General Liability Insurance

The SOUTHEAST LOUISIANA LEGAL SERVICES shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. If working with children or mentally impaired citizens, then Sexual Abuse and Molestation Liability: \$1,000,000 per claim, and \$2,000,000 annual aggregate is also required. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

C. Workers Compensation Insurance

The SOUTHEAST LOUISIANA LEGAL SERVICES shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The SOUTHEAST LOUISIANA LEGAL SERVICES shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. SOUTHEAST LOUISIANA LEGAL SERVICES shall provide certification of such insurance and a copy of the policy upon request.

D. Auto Liability Insurance

The SOUTHEAST LOUISIANA LEGAL SERVICES shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If SOUTHEAST LOUISIANA LEGAL SERVICES owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. SOUTHEAST LOUISIANA LEGAL SERVICES shall provide certification of such insurance and a copy of the policy upon request.

E. and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The SOUTHEAST LOUISIANA LEGAL SERVICES shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

a. OWNER is to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the SOUTHEAST LOUISIANA LEGAL SERVICES; products and completed operations of the SOUTHEAST LOUISIANA LEGAL SERVICES; premises owned, occupied or used by the SOUTHEAST LOUISIANA LEGAL SERVICES. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under “Who is an insured” shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.

c. The SOUTHEAST LOUISIANA LEGAL SERVICES’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the SOUTHEAST LOUISIANA LEGAL SERVICES’S for OWNER.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

G. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those SOUTHEAST LOUISIANA LEGAL SERVICES’S whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Worker’s Assigned Risk Pool or Louisiana Worker’s Compensation Corporation.

H. Verification of Coverage

SOUTHEAST LOUISIANA LEGAL SERVICES shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. Subcontractors

SOUTHEAST LOUISIANA LEGAL SERVICES shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Category Number:
Item Number: 6.



Monday, February 26, 2024

Item Title:

Resolution to declare surplus items with a value of less than \$5,000

Item Summary:

RESOLUTION: Declaring animal cages, vehicles, SCBA bottles, and miscellaneous equipment from various departments / divisions having a value of \$5,000.00 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Executive Summary
Resolution	2/20/2024	Resolution
Backup Material	2/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Declaring, animal cages, vehicles, SCBA bottles, and other various miscellaneous items from various departments/divisions as surplus.

PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus, animal cages, vehicles, SCBA bottles, and other various miscellaneous items from Animal Shelter, Assessor, City Marshall, Civic Center, Customer Service, Fire, and Police Department/Division, and to acquire authorization to dispose of items through legally approved methods.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

TOTAL EXPENDITURE

Anticipated Revenue: \$22,930.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☐ N/A

NO

YES

IF YES AMOUNT
BUDGETED:

☐ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☐ PARISHWIDE

1

2

3

4

5

6

7

8

9


Sharon Ellis, Purchasing Manager

February 20, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

WHEREAS, Louisiana Statutory Law provides for the disposal of surplus movable property having a value of \$5,000.00 or less, in addition to other legally permissible means, at private sale which is, in the opinion of the governing authority, not needed for public purposes; and

WHEREAS, the movable property listed in the attached Exhibit A each have a valued of \$5,000.00 or less, as indicated by the values set out next to each item on the attached Exhibit A; and

WHEREAS, the parish administration has recommended that the movable property listed in the attached Exhibit A be declared surplus as the items are no longer useful, nor do they serve a public purpose and authorizes immediate award to the highest bidder for all items, including those where the highest bid exceeds \$5,000.00; and

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the movable property listed in the attached Exhibit A be declared surplus and that the Parish Administration be authorized to dispose of said items by private sale or by any other legally approved method to the highest bidder pursuant to statutory law, including those where the highest bid exceeds \$5,000.00.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this, the _____ th day of _____, 2024.

I, Tammy E. Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on the _____ th day of _____, 2024 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the _____ day of _____, 2024 at which meeting a quorum was present.

CHAIR

EXHIBIT "A"
February, 2024 Surplus List

Animal Shelter:

34 – Animal Cages/\$14.71

Assessor:

26 – Monitors/\$.39

15 – CPUs/\$1.50

3 – Printers/\$0

1 – Phone System/\$10

City Marshall:

1 – AIO/\$0

2 – CPU/\$0

2 – Monitors/\$0

1 – Docking Station/\$0

1 – Laptop/\$0

Civic Center:

1 – CPU/\$0

Customer Service:

1 – Monitor/\$0

Fire:

1 – Cool Tex Recovery Machine/\$0

94 – SCBA bottles/\$100

HPD:

1 – 2009 Honda Civic/\$3000

1 – 2007 GMC Yukon/\$4000

1 – 2002 Ford Taurus/\$500

1 – Samsung TV/\$250

1 – Hisense TV/\$250

4 – 20" Chrome Rims/\$500

1 – 2010 Hyundai Genesis, Unit 337/\$3000

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the

TPCG/Utilites/Animal Shelter Department

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

1. ITEM	QUANTITY	VALUE	CONDITION
<u>Animal cages</u>	<u>17</u>	<u>\$200</u>	<u>Fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, ETC.)

Stainless steel Shor-line cage banks

ITEM IS LOCATED AT: 131 Plant Rd. Houma, LA 70363 (old Animal Shelter facility)

2. ITEM	QUANTITY	VALUE	CONDITION
<u>Animal cages</u>	<u>8</u>	<u>\$200</u>	<u>Fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, ETC.)

Stainless steel Shor-line cage banks

ITEM IS LOCATED AT: 131 Plant Rd. Houma, LA 70363 (old Animal Shelter facility)

3. ITEM	QUANTITY	VALUE	CONDITION
<u>Animal cages</u>	<u>9</u>	<u>\$100</u>	<u>Fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, ETC.)

Stainless steel cage banks

ITEM IS LOCATED AT: 131 Plant Rd. Houma, LA 70363 (old Animal Shelter facility)

Contact Person: Valerie Robinson Phone: (985) 873-6709
Authorized by Dept. Head: [Signature] Date: 2/10/29
SIGNATURE

**Fleet Maintenance Supervisor: _____

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Terrebonne Parish Assessor Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Monitors	26	\$10	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Misc. Dell monitors. Most still working but a few are inoperable.

ITEM IS LOCATED AT: TPCG

ITEM	QUANTITY	VALUE	CONDITION
PC's	15	\$10	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Misc. Dell Optiplex. All hard drives removed.

ITEM IS LOCATED AT: TPCG

ITEM	QUANTITY	VALUE	CONDITION
Printer	3	\$0	Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

All of these printers are not working.

ITEM IS LOCATED AT: TPCG

ITEM	QUANTITY	VALUE	CONDITION
PBX Phones	1	\$10	Fair

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

NEC DSX phone system with handsets.

ITEM IS LOCATED AT: TPCG

Loney J. Grabert

Contact Person

Duffy Duplantier Jr.

(985)876-6620

Phone

Authorized by Dept. Head:

Signature

2-6-24

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

Hope

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Purchasing City Marshall Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM Dell OptiPlex 7470 QUANTITY 1 VALUE \$ CONDITION Junk
BY AIO Series

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Service Tag: 7XJH853 MSL

ITEM IS LOCATED AT: _____

ITEM QUANTITY VALUE CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM QUANTITY VALUE CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM QUANTITY VALUE CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Kayla Cadere
Contact Person

985 868-8914 Ext 4
Phone

Authorized by Dept. Head:

[Signature]
Signature

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

FEB - 6 2024

Information Technology Division

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Purchasing City Marshal Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
Dell OptiPlex 5060 Tower	1	\$	Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Service Tag # 32 DFSZ2

Express Service Code: 6673851758

ITEM IS LOCATED AT: Marshal's Office

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Kayla Cadore

Contact Person

868-8914 Ext 4

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

JAN 31 2024

Information Technology Division

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Dale

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Purchasing City Marshall Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Dell Monitor</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

SN: CN-0KK3PR-BOZ00-OAS-1RCW-A06

ITEM IS LOCATED AT: Marshall

ITEM	QUANTITY	VALUE	CONDITION
<u>Dell Optiplex Tower 7070</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

SN: 15099 Service Tag#: 9ZLHH13 ML

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>Monitor with Laptop & Docking Station</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

Jenna

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Docking Station: CN-0GG2171494139K0184A00

Monitor- CN-0FP04F-72872-3B4-C5UM

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>Laptop</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Service Tag#: HVPO441 ML

ITEM IS LOCATED AT: _____

Kayla Cadere

Contact Person

868-8914 Ext 4

Phone

Authorized by Dept. Head:

Rale White

Signature

1-31-2024

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Berry P Bonvillian Civic Center Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Printer</u>	<u>1</u>	<u>0</u>	<u>Broken</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)
HP DeskJet 6940 SN: MY69R8R2BD

ITEM IS LOCATED AT: BPBCC

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Angel Williams 985 850-4657
Contact Person Phone

Authorized by Dept. Head: Dean Schouest 2-2-24
Signature Date

Fleet Maintenance Supervisor: _____
(Vehicles/Heavy Equipment Only) Signature Date

APPROVED

FEB - 2 2024

Information Technology Division

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Finance - Customer Service Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
1	2	0	Junk

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Dell Monitor P2213t S/N: CN-036XDD-74445-44J-026S; CN-036XDD-74445-44J-319S

ITEM IS LOCATED AT: 301 Plant Road

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Roddy Lerille

Contact Person

Authorized by Dept. Head:

Signature

873-6462

Phone

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

FEB - 6 2024

Information Technology Division

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Houma Fire Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Equipment</u>	<u>1</u>	<u>0</u>	<u>Junk</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Cool Tex Recovery Machine Model 17800B SN 009357 TPCG 13470

ITEM IS LOCATED AT: 2101 East Tunnel Blvd.

ITEM	QUANTITY	VALUE	CONDITION
<u>SCBA Bottles</u>	<u>94</u>	<u>100 per bottle</u>	<u>fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Expired hydro test Honeywell SCBA bottles. Some have reached service life. Others are within service life.

ITEM IS LOCATED AT: 2101 East Tunnel Blvd.

ITEM	QUANTITY	VALUE	CONDITION
<u></u>	<u></u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

ITEM	QUANTITY	VALUE	CONDITION
<u></u>	<u></u>	<u></u>	<u></u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Contact Person

Phone

Authorized by Dept. Head:

Signature

Ch. J. C. Henry

Date

2/7/24

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

Rec'd
2-9-2024

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Houma Police Dept. Narcotics Division Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
1	1	\$5500	Fair

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2008 GMC Sierra 1500 crew cab Denali pk 4 Door black in color mileage is 230982

VIN 2GTEC638681310154

ITEM IS LOCATED AT: 301 Plant Rd. TPCG purchasing department

ITEM	QUANTITY	VALUE	CONDITION
2	1	\$3000	Fair

AP Keys (2) ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2009 Honda Civic LX-S 4 door red in color minor paint fading on hood and roof Milage is 221849

VIN 19XFA16659E021858

ITEM IS LOCATED AT: 301 Plant Rd

ITEM	QUANTITY	VALUE	CONDITION
3	1	4000	Good

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2007 GMC Yukon white in color clear coat peeling on fender milage is 147253

VIN 1GKFC13037R226756

ITEM IS LOCATED AT: 301 Plant Road

ITEM	QUANTITY	VALUE	CONDITION
4	1	500	Poor

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Tan Ford Taurus paint and rust milage is 188207 VIN IFAHP53U32AAA073

ITEM IS LOCATED AT: 301 Plant Rd.

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

Chief Travis J. Theriot #28 5-8-23

Rec'd
2-7-2024

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Houma Police Dept. Narcotics Division Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
5	1	250	Good

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Samsung TV model PN50B450B1D

ITEM IS LOCATED AT: 301 Plant Rd. TPCG purchasing department

ITEM	QUANTITY	VALUE	CONDITION
6	1	250	Good

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Hisense TV model 40H3E

ITEM IS LOCATED AT: 301 Plant Rd

ITEM	QUANTITY	VALUE	CONDITION
7	4	2000	Good

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

4 20inch chrome rims with three mounted tires

ITEM IS LOCATED AT: 301 Plant Road

ITEM	QUANTITY	VALUE	CONDITION
8	1	5000	Good

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2008 GMC Sierra quad cab decent paint, dash cracked milage 274856 , VIN 3GTEC13J68G171561

ITEM IS LOCATED AT: 301 Plant Rd.

Contact Person

Authorized by Dept. Head:

Signature

Phone

Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

Keys
Red
GMC
Seizure
Paperwork ✓

Rec'd
2-7-2024

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the
Houma Police Dept. Narcotics Division Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>9</u>	<u>1</u>	<u>5000</u>	<u>Good</u>

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2006 BMW 750 white in color decent condition milage is 147337, VIN WBAHNE3526DT36208

ITEM IS LOCATED AT: 301 Plant Rd. TPCG purchasing department

ITEM	QUANTITY	VALUE	CONDITION
<u>10</u>	<u>1</u>	<u>5000</u>	<u>Fair</u>

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2011 Audi A6 bumper clips broken, Car runs great VIN WAUFGAFBNO6333
mileage unit 314

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
<u>11</u>	<u>1</u>	<u>3000</u>	<u>Fair</u>

AP Keys ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2010 Hyundai Genesis unit #337

ITEM IS LOCATED AT: Plant Rd

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Contact Person

Authorized by Dept. Head:

Chief Travis J. Theriot #338
Signature

Phone

5-8-23

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date



Monday, February 26, 2024

Item Title:

Resolution to award the Request for Bids (RFBS) received for TPCG South Campus Hurricane Repairs to Del-Con, LLC

Item Summary:

RESOLUTION: Concurring with Administration to award the Request for Bids received for TPCG South Campus Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	2/21/2024	Executive Summary
Resolution	2/21/2024	Resolution
Recommendation	2/21/2024	Backup Material
Bid Tabulation	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG South Campus Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Del-Con, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

South Campus Repairs due to damages from Hurricane Ida.

TOTAL EXPENDITURE

\$438,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis, Purchasing/Warehouse Manager

February 20, 2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

RESOLUTION, to award the Request for Bids (RFBS) received for TPCG South Campus Hurricane Repairs to Del-Con, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBs were received on February 6, 2024, for TPCG South Campus Hurricane Repairs, and

WHEREAS, based on the information provided by ACSW Architects (engineers assigned to this project) recommends awarding the project to Del-Con, LLC for a total amount of Four Hundred Thirty-eight Thousand Dollars and Zero Cents (**\$438,000.00**), and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the project to Del-Con, LLC for TPCG South Campus Hurricane Repairs, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for TPCG South Campus Hurricane Repairs to Del-Con, LLC, and

BE IT FURTHER RESOLVED that the Parish President and/or his designee and all other appropriate parties be hereby authorized to execute any and all contract documents associated herewith.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:

February 8, 2024

Purchasing c/o Ms. Sharon Ellis
Terrebonne Parish Consolidated Government
301 Plant Road,
Houma, Louisiana 70363

**Re: TPCG South Campus
Hurricane Ida Repairs**

Dear Ms. Ellis:

As you are aware, bids were received on the above referenced Project on February 6, 2024. The apparent low bidder was Del-Con, LLC. In addition, the Contractors Bid Form acknowledged the receipt of all addenda.

Base Bid \$438,000.00

Low Bidder's Base Bid would total \$438,000.00. There were no alternates. The amount bid was slightly higher than the indicated available funds for construction. We therefore would recommend issuance of a Contract to include the Base Bid. This recommendation is contingent upon our receipt of documents which may be required by your office in order to award a contract and, if required, any approval of the bid amount since the bids received were slightly higher than the opinion of cost.

If you should have any questions or wish to discuss this matter further, please advise.


Sincerely,



John J. Frisco III, NCARB
Architect

cc File



Project Name:	TPCG South Campus Hurricane Ida Repairs	
Architect's Job Number:	ACSW Proj. Number 23028	
Owner's Job Number:		
Date Bids Received:	2/6/2024	
Architect's Opinion of Probable Cost:	\$375,000	

BID TABULATION SHEET										
Identification		Forms			Addendum	Bid				
Contractor Name	License Number	Bid Bond Y/N	Power of Attorney Y/N	Corporate Resolution Y/N	Acknowledge Addenda (List Acknowledgement)	Base Bid	Alternate # 1	Alternate # 2	Alternate # 3	Unit Price # 1
Contractor Name	Cont. Lic Number	Y	Y	Not Req'd	Yes 1,2, and 3	\$1,609,985.00	None Included	N/A	N/A	None Included
HSME, LLC	73982	Y	Y	Y	Yes 1,2, and 3	\$567,000.00	N/A	N/A	N/A	N/A
Hubbs Properties, LLC	67037	Y	Y	Y	Yes 1,2, and 3	\$545,000.00	N/A	N/A	N/A	N/A
Chad Daigle Building Contractor	60379	Y	Y	Y	Yes 1,2, and 3	\$554,300.00	N/A	N/A	N/A	N/A
Del-Con	64047	Y	Y	Y	Yes 1,2, and 3	\$438,000.00	N/A	N/A	N/A	N/A
Sage Construction	71684	Y	Y	Y	Yes 1,2, and 3	\$626,500.00	N/A	N/A	N/A	N/A
Tasch, LLC	45736	Y	Y	Y	Yes 1,2, and 3	\$655,000.00	N/A	N/A	N/A	N/A
Cotton Commercial USA, Inc.	42741	Y	Y	Y	Yes 1,2, and 3	\$494,166.39	N/A	N/A	N/A	N/A
CDX Contruction, LLC	62427	Y	Y	Y	Yes 1,2, and 3	\$550,000.00	N/A	N/A	N/A	N/A

Submitted by: ACSW Architects

Date: Tuesday, February 6, 2024

Signature: 



Monday, February 26, 2024

Item Title:

RESOLUTION Award Bid 24-WHSE-01 Purchase of New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid 24-WHSE-01 Purchase of New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) to the lowest qualified bidders, Stuart C. Irby Co., Wesco Distribution, and Gresco Utility Supply

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Resolution	2/21/2024	Resolution
Support Material	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 24-WHSE-01 Purchase of New/Unused Electrical Inventory Products (6-Month Requirements Contract)

PROJECT SUMMARY (200 WORDS OR LESS)

Award bid to the lowest qualified bidders, Stuart C. Irby Co., Wesco Distribution, Inc., and Gresco Utility Supply

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To replace/replenish the warehouse stock of electrical inventory products to be used by Utilities Department for daily operations and emergency events

TOTAL EXPENDITURE

This is considered Warehouse inventory and no budget is given. Quantities may increase or decrease within the contract period

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

Warehouse inventory, no budget
given

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Handwritten signature of Sharon Ellis in blue ink.

Sharon Ellis Purchasing/Warehouse Manager

Handwritten date "2-21-2024" in blue ink.

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

WHEREAS, on February 1, 2024 electronic bids were received by the Terrebonne Parish Consolidated Government for Bid 24-WHSE-01 Purchase of New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) , and

WHEREAS, after careful review by the Purchasing and Warehouse Division it has been determined that the lowest qualified bids are that of Wesco Distribution Inc., Gresco Utility Supply, Inc. , and Stuart C. Irby Co. for the unit prices on the attached listings, and

WHEREAS, should the awarded vendor be unable to supply the Warehouse Division with the required electrical inventory material the Purchasing Division shall be authorized to award the item(s) to the next lowest qualified bidder, and

WHEREAS, Parish Administration has concurred with the recommendation to award Bid 24-WHSE-01 Purchase of New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) to the aforementioned bidders at the unit prices as per attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be approved for the purchase of electrical material for Warehouse inventory.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2024.

Bid Cover Sheet

Bid Name: Bid 24-WHSE-01 Purchase of New/Unused Electrical Inventory (6 Month Requirements Contract)

Bid(s) Received: 3

Bid Date: 12/06/2023

Bids Opened By: Gina Bergeron

[illegible]

Award Bid To: _____ **Amount:** .00

Purshasing Department Comments:

Three bids were submitted. Gresco Utility Supply, Wesco Distribution, and Stuart C. Irby all provided the proper documentation as required by the "Instructions for Bidder." The file is being forwarded to the requesting division for review/request of the specifications and awarded recommendations.



Purchasing Bid Form Listing > Maintenance Bid: '8059'

[<- Return to List](#)[Approval Details](#)[Printer Version](#)

Bid Form Id: 8059

Bid Name: Bid 24-WHSE-01 Purchase of New/Unused Electrical Inventory (

* Bids Opened By: Gina Bergeron

* Department: Finance

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence:

1. Division Head - approved on 02/01/2024 by purh08
2. Department Head - approved on 02/05/2024 by kmauldin
3. Chief Financial Officer - approved on 02/05/2024 by kmauldin
4. Chief Administrative Officer - approved on 02/08/2024 by noah
5. Parish President - approved on 02/08/2024 by ladams
6. Purchasing Manager - approved on 02/09/2024 by purh08

* Date: 12/06/2023 (mm/dd/yyyy)

Related RFB: 6 month Purchase of New/Unused Electrical Material

Charge Account: 380-000-1151-00

Estimated Price: 200000.00

Amount Budgeted: .00

Status: Complete

Comments: Three bids were submitted. Gresco Utility Supply, Wesco Distribution, and Stuart C. Irby all provided the proper documentation as required by the "Instructions for Bidder." The file is being forwarded to the requesting division for review/request of the specifications and awarded recommendations.

Award Bid To:

Award Amount: .00

Bidders:

* Name: Gresco Utility Supply

[Remove Bidder Entry](#)

* Amount: .00
* Check: 0
* Bond: 0.00

* Name: Stuart Irby
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Wesco Distribution
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
------------	----------	---------------

Documents:

[24-WHSE-01 Elec Inv CAH tabs.xls](#) - Added By Gina
Bergeron (purh05)

Bid Tabulation
(CAH)

Edit

Delete

[DOC020124-02012024133251.pdf](#) - Added By Gina
Bergeron (purh05)

Bid Documents

Edit

Delete

Add New Document

Save Changes

* Denotes required fields.

Bid added by Gina Bergeron on 02/01/2024

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) GRESCO Award Listing			
Item 1	"Tape Black Super 88 3M 1 1/2"" x44"	Qty:500	\$ 3.20
Item 2	"Tape Electrical Black 3/4"" X 66, 3M Super 88 or equal"	Qty:100	\$ 2.70
Item 3	"Tape Electrical 3/4"" X 30 3M 130C or equal"	Qty:10	\$ 14.41
Item 4	"Tape RED 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 5	"Tape Gray 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 6	"Tape Blue 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 7	"Tape White 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 8	"Tape Green 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 9	"Tape Yellow 3/4"" X 66 3M #35 or equal"	Qty:30	\$ 5.31
Item 10	Clamp Hotline 2/0 Maclean C1520 or equal	Qty:25	\$ 10.55
Item 15	Sleeve Guy Pickle #5002 or equal	Qty:25	\$ 17.55
Item 20	Sleeve #4 Automatic Fargo GL402A or equal	Qty:20	\$ 6.12
Item 32	Stirrup 336 W/ hotline clamp Maclean HLS-397-E or equal	Qty:100	\$ 33.00
Item 33	Split Bolt 2/0 Stranded KS26 or equal	Qty:100	\$ 2.65
Item 34	Split Bolt 1/0 Stranded KS25 or equal	Qty:100	\$ 2.17
Item 35	Split Bolt #8 KS15 or equal	Qty:100	\$ 0.93
Item 36	Split Bolt #6 KS17 or Equal	Qty:100	\$ 1.20
Item 37	Split Bolt #4 PUS 4 or equal	Qty:100	\$ 1.36
Item 38	Split Bolt 2 Solid Burndy KS22-3 or equal	Qty:100	\$ 2.02
Item 64	Connector 2/0 Penn Union DBTBF-013 or equal	Qty:20	\$ 13.25
Item 65	Connector 4/0 Penn Union DBTBF-025 or Equal	Qty:20	\$ 12.85
Item 72	Meter 3S Sentinel 120V Itron G382992 W/ Demand	Qty:48	\$ 322.75
Item 73	Meter FM4S 240V CL20 Itron G980223 W/demand	Qty:48	\$ 120.25
Item 74	Meter CL 200 LCD Glass 2S 240 3-wire Itron G980194	Qty:360	\$ 51.95
Item 75	Meter 200 AMP 4-wire 3 Phase Delta, Demand, form(9S) Level 1 Itron G38-	Qty:48	\$ 322.75
Item 79	Meter Class 320 120-480 VAC 16S Self-Contained w/ demand Itron G38-002	Qty:48	\$ 328.40
Item 80	Meter 320 AMP 2S Itron with demand and net metering G98-0854 or equal	Qty:12	\$ 227.30
Item 101	Photocell Long Life ELL 120 or equal	Qty:500	\$ 14.25
Item 102	Photocell Outdoor lighting Fisher Peirce FP7794 or equal	Qty:20	\$ 5.55
Item 104	Fixture 150 WATT LED Floodlight Lithonia F150SL-120-M6 or equal	Qty:15	\$ 89.95
Item 105	"Luminaire, LED Security (100W replacement) Fixture code ""SL10"" designating security fixture, 120-277Vac, Minimum Lumen Package 5,200 Lumens Type 5 Distribution Pattern, WL1-B-RFD256228surge protection is ""fail on"" or equal"	Qty:200	\$ 85.50
Item 106	"Luminaire, LED Security (100W replacement) Fixture code ""SL10P"" designating Package security fixture, 120-277Vac, Minimum Lumen Package 5,200 Lumens Type 5 Distribution Pattern, WL1-B-PKG-RFD256234- surge protection is ""fail on"" or equal"	Qty:50	\$ 104.10
Item 108	"Luminaire, LED Cobrahead (400W replacement) Fixture code ""RL40"" designating roadway fixture, 120-277Vac, Minimum Lumen Package 25,500 Lumens Type 3 Distribution Pattern ATBL-E-RFD256236 - surge protection requirement is 10kv/5ka ""fail off"" or equal"	Qty:12	\$ 393.40
Item 109	"Luminaire, LED Floodlight (400W replacement) Fixture code ""FL40"" designating Floodlight, 120-277Vac, Minimum Lumen Package 23,000 Lumens T ACP0LED-PK5 RFD256239 - surge protection requirement is 10kv/5ka ""fail off"" - or equal"	Qty:150	\$ 418.51
Item 110	"Luminaire, LED Floodlight (1000W replacement) Fixture code ""FL1X"" designating Floodlight, 120-277Vac Minimum Lumen Package 32,000 Lumens ACP1-610A-RFD256242 - surge protection requirement is 10kv/5ka ""fail off"" or equal"	Qty:20	\$ 630.05
Item 111	"Luminaire, LED Decorative light (100W replacement) Fixture code ""DL10"" designating Decorative light, 120-277Vac, Minimum Lumen Package 4,500 Lumens Type 5 Distribution Pattern 247L-RFD256244 - surge protection requirement is 10kv/5ka ""fail off"" or	Qty:5	\$ 404.40
Item 119	Pole 30ft Fiberglass Shakespeare BS30-16S2-BN09 OPAR6 or equal	Qty:12	\$ 1,652.30
Item 120	Pole 30 Fiberglass Dark Green BS30-16S2-BN09 OPAR6 or equal	Qty:12	\$ 1,731.81
Item 145	Guy Guard Em70-7Y or equal	Qty:12	\$ 3.30
Item 155	Fiberglass Dead End Crossarm Maclean PY10SD005-4E-S-M or equal	Qty:25	\$ 396.85

**Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract) Stuart
Irby Award Listing**

Item 12	Clamp (LG. Catch Off) Blackburn W40-1FC or equal		Qty:100	\$ 3.75
Item 16	Sleeve 1/0 Aluminum Spice Kearney OH 1/061AS or equal		Qty:20	\$ 17.25
Item 17	Sleeve 4/0 Aluminum Spice Kearney OH 4/061AS or equal		Qty:20	\$ 39.05
Item 19	Sleeve 4/0 - 1/0 Primary Blackburn KL66-I or equal		Qty:20	\$ 2.25
Item 21	Crimpet Blackburn WR-9 or equal		Qty:100	\$ 0.40
Item 22	Crimpet Blackburn WR-139 or equal		Qty:100	\$ 0.75
Item 23	Crimpet Burndy YHO-100 or equal		Qty:300	\$ 0.75
Item 26	Crimpet Blackburn WR289 or equal		Qty:200	\$ 1.35
Item 28	Crimpet Burndy YHD-350 or equal		Qty:200	\$ 1.45
Item 39	Split Bolt 2 Stranded Burndy KS23 or equal		Qty:100	\$ 1.75
Item 56	Fuse Holder HEB-BB Bussman or equal		Qty:100	\$ 48.35
Item 58	Fuse 7.0 Slo Fast Hubbell M7D0SFA23 or equal		Qty:20	\$ 14.25
Item 66	Connector 350 Penn Union DBTBF-035 or equal		Qty:20	\$ 28.45
Item 67	Connector SEC PED Bushing Connector Manufacturing SSBC350-6LI or equal		Qty:180	\$ 38.85
Item 82	Pad 336 Blackburn ALS-20 or equal		Qty:100	\$ 13.10
Item 121	Aqua Seal Kearney 104742 or equal		Qty:12	\$ 22.10
Item 131	Bushing (primary) Cooper LB1215 or equal		Qty:25	\$ 46.75
Item 134	Spool Maclean J151 or equal		Qty:50	\$ 1.35
Item 141 tie	Wire Nut Yellow 3M or equal		Qty:500	\$ 0.11

Due to a tie on pricing for item 141 award will be applied to each vendor for half the contract period

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

WESCO Award Listing

Item 11	Clamp (Sm. Catch Off) Blackburn W62-1FC or equal	Qty:100	\$ 2.55
Item 13	"Ground Rod Clamp 5/8"" Hubbell GC5G5 or equal"	Qty:25	\$ 1.83
Item 14	Clamp (Med. Catch Off) Blackburn W20-1FC or equal	Qty:100	\$ 3.29
Item 18	Sleeve 4/0 - 2 str Primary Blackburn KL65-I or equal	Qty:20	\$ 3.94
Item 24	Crimpet Burndy YHO-150 or equal	Qty:600	\$ 0.76
Item 25	Crimpet Burndy YHD-250 or equal	Qty:100	\$ 1.13
Item 27	Crimpet Burndy YHD-300 or equal	Qty:300	\$ 1.25
Item 29	Crimpet Burndy YHD-400 or equal	Qty:100	\$ 1.44
Item 30	Crimpet Burndy YHN-600 or equal	Qty:100	\$ 3.68
Item 31	Stirrup 2/0 W/ Hotline Clamp Hubbell AHLS022019E or Equal	Qty:100	\$ 14.66
Item 40	"Bolt 5/8"" x 20"" DA Hubbell 8870 or equal"	Qty:100	\$ 2.65
Item 41	Bolt 5/8 x 22 DA C8872 or equal	Qty:100	\$ 3.08
Item 42	Bolt 5/8 x 24 DA C8874 or Equal	Qty:100	\$ 3.29
Item 43	Bolt 5/8 x 28 DA Hubbell 8877 or equal	Qty:100	\$ 3.74
Item 44	Bolt 5/8 x 32 DA Hubbell 8879 or equal	Qty:25	\$ 4.15
Item 45	Bolt 5/8 x 36 DA Hubbell T2060419 or equal	Qty:25	\$ 4.85
Item 46	Bolt 1/2 X 6 Machine Hubbell 8706 or equal	Qty:100	\$ 0.57
Item 47	Bolt 5/8 x 10 Machine Hubbell 8810 or equal	Qty:100	\$ 1.26
Item 48	Bolt 5/8 X 12 Machine Hubbell 8812 or equal	Qty:100	\$ 1.46
Item 49	"Bolt 5/8"" x 14"" Machine Hubbell 8816 or equal"	Qty:100	\$ 1.87
Item 50	"Bolt 1/2"" x 2 1/2"" Stainless Steel All thread Trimmed hex"	Qty:100	\$ 0.56
Item 51	"Bolt 1/2"" x 2"" Stainless steel All thread Trimmed hex"	Qty:100	\$ 0.47
Item 52	Fuse 65 Amp ST Link Kearney 51065 or equal	Qty:100	\$ 4.17
Item 53	Fuse 50 Amp ST Link Kearney 51050 or equal	Qty:60	\$ 2.48
Item 54	Fuse 100 Amp ST Link Kearney 51100 or equal	Qty:20	\$ 4.89
Item 57	Fuse 14 Slo Fast Hubbell M14SFA23 or equal	Qty:20	\$ 13.42
Item 59	Dead End Strandvise Maclean 5102 or equal	Qty:100	\$ 17.76
Item 60	Dead End (1/0 Shoe) ASOD3981N Hubbell or equal	Qty:100	\$ 8.97
Item 61	Dead End Insulator Fiberlink Maclean DS-35G	Qty:180	\$ 17.51
Item 62	Dead End Shoe 336 Hubbell ASOD6841N or equal	Qty:75	\$ 13.06
Item 63	Connector 1/0 Penn Union DBTBF-010A or equal	Qty:20	\$ 14.73
Item 68	Connector Transformer Connector Manufacturer NSSC350-6SLI or equal	Qty:20	\$ 23.27
Item 69	Connector Transformer Connector Manufacturer RLSS500-6SLI or equal	Qty:20	\$ 37.19
Item 70	Washer 1/2 X 1/2 Flat Stainless steel Allied Bolt #314102 or equal	Qty:500	\$ 0.07
Item 71	Connector Submersible Connector Manufacturing ULS2350I or equal	Qty:480	\$ 14.63
Item 76	Meter Cover Plastic Ekstrom 1-6002 or equal	Qty:100	\$ 2.83
Item 77	Meter Socket Ring Itron MR4 or equal	Qty:50	\$ 6.57
Item 78	Socket Adapter Assembly 81-4JH-SP2542 Ekstrom 2700002LP-K4 or equal	Qty:3	\$ 105.16
Item 81	Lug transformer ground Hubbell GTC5-21 or equal	Qty:25	\$ 4.94
Item 83	Bracket Transformer Arrester Hubbell DM59B1 or equal	Qty:10	\$ 23.18
Item 84	Bracket Fiberglass Double G1MDA118AD or equal	Qty:20	\$ 42.64
Item 85	Bracket Cloverleaf Single 1SBM18SMB or equal	Qty:48	\$ 37.36
Item 86	Bracket Cloverleaf triple 1SVM18CLH or equal	Qty:24	\$ 48.12
Item 90	Elbow 1/0 Cooper LE215CL06T or equal	Qty:60	\$ 52.31
Item 92	"Anchor Helix Triple 12"" x 10"" x 8"" Blade J23381ACA or equal"	Qty:12	\$ 149.17
Item 93	Anchor Head Triple Guy Adapter J23371 or equal	Qty:12	\$ 33.13
Item 94	Switch 25KV Fuse cutout C710-213PB or equal	Qty:100	\$ 104.97
Item 95	Disconnect Switch 15 KV Cooper 127700 or equal	Qty:12	\$ 257.21
Item 96	Disconnect Switch 34.5 KV Cooper 127738 or equal	Qty:12	\$ 306.42
Item 97	"Pipe 2 1/2"" X 20 PVC Gray SCH.40 Rigid Bell end Carlon 49012-020 or equal"	Qty:5000	\$ 3.31

Item 98	"Conduit 3""duct w/3/8"" pull rope black w/ red stripe Petroflex P300SDR13.5 or equal"	Qty:3000	\$ 1.57
Item 99	"Conduit 2""duct w/3/8"" pull rope black w/ red stripe Petroflex P200SDR13.5 or equal"	Qty:5000	\$ 0.70
Item 100	"Conduit 1""duct w/3/8"" pull rope black w/ red stripe Petroflex P100SDR13.5 or equal"	Qty:5000	\$ 0.38
Item 107	" Luminaire, LED Cobrahead (250W replacement) Fixture code ""RL25"" designating roadway fixture, 120-277Vac, Minimum Lumen Package 15,000 Lumens Type 3 Distribution Pattern ATBM-F-RFD256235 - surge protection requirement is 10kv/5ka ""fail off or equal"	Qty:20	\$ 244.94
Item 112	Pedestal Above Ground Nordic PRMC 150MG or equal	Qty:48	\$ 160.26
Item 113	Pedestal Ground Level Large Pencil PE30HDX EWB or equal	Qty:48	\$ 296.55
Item 114	Pedestal Box w/ cover Quazite Hubbell QZT PG1730BA18 w/ cover PG1730CA	Qty:1	\$ 466.16
Item 115	Pedestal Ground Level Medium Pencil PE20-HDX2EWB or equal	Qty:20	\$ 110.40
Item 116	Pedestal Cover only Medium Green Pencil 20PL or equal	Qty:12	\$ 51.57
Item 117	Pedestal Cover only Small Green Pencil 14PL or equal	Qty:12	\$ 49.74
Item 118	Junction Box 3 phase Barfield BGSSE186030TP or equal	Qty:5	\$ 584.27
Item 122	House Knob Maclean J089Z or equal	Qty:25	\$ 3.02
Item 123	Mast Knob Maclean J0588Z or equal	Qty:25	\$ 5.56
Item 124	Oxidie Inhibitor P8A or equal	Qty:25	\$ 9.08
Item 126	Preformed guy wire dispenser Maclean MGWD700 or equal	Qty:12	\$ 5.97
Item 127	"Eyenut 5/8"" Maclean J1092 or equal"	Qty:50	\$ 0.96
Item 128	"Eyelet 5/8"" Maclean J1126 or equal"	Qty:50	\$ 2.82
Item 129	Lagscrew hardhead Joslyn J-8754P or equal	Qty:50	\$ 0.45
Item 130	"Washer 2-1/4"" Square (2-1/4"" X 2-1/4"" X 3/16"") Maclean J1075 or equal"	Qty:50	\$ 0.30
Item 132	Down Guy Attachment (Goathead) Hubbell GEP5A or equal	Qty:50	\$ 5.67
Item 133	Clevis wire rack Hubbell 468 or equal	Qty:50	\$ 5.02
Item 135	"Shackle Anchor 1/2"" Hubbell 5801 or equal"	Qty:50	\$ 3.20
Item 136	Figure 8 Link Maclean F8L304.5 or equal	Qty:50	\$ 4.79
Item 137	Utility Ant Killer HYEND BIFEN TPS or equal	Qty:300	\$ 2.11
Item 138	"Nut Stainless Steel 1/2"" Arkansas Bolt 50CNFH9 or equal"	Qty:600	\$ 0.16
Item 139	"Bellville Washer 1/2"" Stainless Steel Arkansas Bolt 50NWB9/11X09 or equal"	Qty:100	\$ 0.40
Item 140	Wire Nut Red GB10-086 or equal	Qty:500	\$ 0.18
Item 141	Wire Nut Yellow 3M or equal	Qty:500	\$ 0.11
Item 142	Wire Lube 5 Gallon Polywater J40 or equal	Qty:5	\$ 81.60
Item 144	Extension 7 Maclean D6625U or equal	Qty:12	\$ 102.52
Item 146	"Elbow 2-1/2"" Short 90 Degree 24"" Radius Bell end Cantex 5133874 or equal"	Qty:48	\$ 20.52
Item 147	"Elbow 2 1/2"" Long Radius Sch 40 36"" Bell end Carlon UADFKB or equal"	Qty:48	\$ 23.53
Item 148	"Fastener 2-1/2"" X 1/4"" W/ Cushion Maclean J26486-2 or equal"	Qty:100	\$ 0.28
Item 149	U-Guard 10 Polyethylene PE4UG10 or equal	Qty:12	\$ 28.09
Item 150	Fault Indicator Hastings 21359 or equal	Qty:25	\$ 79.20
Item 151	Underground Fault Indicator PDP#29-6114-0F8 or equal	Qty:25	\$ 163.48
Item 154	Wire Yellow #10 Stranded 10 THHN or equal	Qty:25	\$ 0.27
Item 156	Fiberglass Tangent Crossarm Maclean PW10ST005 or equal	Qty:25	\$ 187.90

Due to a tie on pricing for item 141 award will be applied to each vendor for half the contract period

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the delivery site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Irby Utilities

ADDRESS OF BIDDER: 19158 HI PARK
HAMMOND, LA 70403

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Jeff Miller

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Jeff Miller

TITLE OF AUTHORIZED SIGNATORY BIDDER: District Manager

DATE: 1/31/2024

Signature Authorization: (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



STUART C. IRBY COMPANY

OFFICER'S CERTIFICATE

September 20, 2023

This Officer's Certificate is made by Stuart C. Irby Company, a Mississippi corporation (the "Company").

The undersigned, being the duly appointed, qualified, and acting President of the Company, hereby certifies solely in his capacity as such, and without personal liability, as follows:

1. The following individuals have been appointed an officer or authorized representative of the Company (as set forth below) in accordance with the Company's corporate governance documents and contract review and approval policy.

Name	Title
Andrew Waring	President
Jerome Baniol	Treasurer
Peter Bruhn	Secretary
Jeff Miller	District Manager (Authorized Representative)

2. Each such officer is duly authorized and has full power and authority to execute and deliver all documents, certificates, and other instruments on behalf of the Company, including, without limitation, all negotiations, bidding, concerns and transactions with the Company or any of its agencies, departments, employees or agents, including, but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts.
3. The appointments set forth above have not been revoked, rescinded, or otherwise modified and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate effective as of the date first written above.

STUART C. IRBY COMPANY

By: Andrew J. Waring
Andrew Waring, President

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the delivery site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Gresco Utility Supply

ADDRESS OF BIDDER: 1070 Cinclare Dr.
Port Allen, LA 70767

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Justin Tarver

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Justin Tarver

TITLE OF AUTHORIZED SIGNATORY BIDDER: District Manager of LA

DATE: 1/29/24

Signature Authorization: (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



Corporate Headquarters

1135 Rumble Road
Forsyth, GA 31029
(478) 315-0850

February 3, 2020

Gina Bergeron
Terrebonne Parish Consolidated Government
301 Plant Road
Houma, Louisiana 70363

Dear Mrs. Bergeron,

I would like to take this opportunity to thank you for your business and your confidence in our organization. I the undersigned, hereby confirm that Joey Arroyo, Senior VP, Public Power of AL, MS, LA & TN or Amanda Thompson, Inside Sales of Mississippi/Alabama Divisions or Justin Tarver, District Manager, representatives of Gresco Utility Supply is authorized to execute contract agreements pertaining to Services and Electrical Stock Material with the Terrebonne Parish Consolidated Government.

Sincerely,

Steve Gramling
President/CEO
Gresco Utility Supply, Inc.

**Alabama
Division**

795 Cottonwood Rd.
Dothan, AL 36301
(888) 766-0621

**Florida
Division**

6421 CR 219
Wildwood, FL 34785
(877) 743-0622

**Georgia
Division**

1135 Rumble Rd.
Forsyth, GA 31029
(800) 504-2534

**Louisiana
Division**

1070 Cinclare Dr.
Port Allen, LA 70767
(866) 766-0621

**Mississippi
Division**

201 Factory Rd.
Mt. Olive, MS 39119
(866) 415-7719

**Tennessee
Division**

448 Brick Church Park Dr
Nashville, TN 37207

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the delivery site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: WESCO Distribution

ADDRESS OF BIDDER: 200 Matrix Loop
Lafayette, LA 70507

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Scott Head

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER: Scott Head

TITLE OF AUTHORIZED SIGNATORY BIDDER: Inside Sales Manager

DATE: 1/31/24

Signature Authorization: (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



Date: January 8, 2024
To: Sales personnel
Sales management (including Managers, Directors, and Vice Presidents)
From: Wesco Corporate Headquarters
Subject: **Signatory Authority Delegation**

1. **Purpose:** The purpose of this memorandum is to delegate to you the authority to sign bid documents, customer contracts and related documents, provided that said documents and contracts have been first approved internally in accordance with the Corporate Levels of Authority (LOA).
2. **Authority:** The WESCO Distribution, Inc. Board of Directors adopted a resolution on February 28, 1994 authorizing me to delegate authority to you to perform certain duties in the ordinary conduct of Wesco's business. I hereby delegate to you the signatory authority described in paragraph 1 hereof. You shall not re-delegate this authority to any other person.
3. **Acquisitions and Divisions:** The signatory authority described in paragraph 1 shall include the management of Wesco's acquired subsidiaries, divisions and all business locations.
4. **Performance of Duties:** In addition to exercising this authority in accordance with the review and approval requirements set forth by the LOA, at the end of each calendar month, you should submit a list of all documents that you have signed pursuant to this delegation of authority to Michele Nelson at the e-mail address provided below.
5. **Expiration:** This delegation of authority shall continue in full force and effect until December 31, 2024, unless terminated earlier by me.
6. **Questions:** Questions regarding this delegation of authority should be referred to Charles Kim, Vice President, Associate General Counsel and Corporate Secretary, at charles.kim@wescodist.com or Michele Nelson, Senior Paralegal, at michele.nelson@wescodist.com.

John Engel

John J. Engel
Chairman, President and CEO

Attachment: Extract of Written Consent of the Board of Directors



WESCO DISTRIBUTION, INC.

**EXTRACT OF WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

FEBRUARY 28, 1994

RESOLVED, that, effective March 1, 1994, the Chairman and the President of the Corporation be, and each of them hereby is, authorized, in the ordinary course of the Corporation's business and to the extent permitted by the General Corporation Law of the State of Delaware, and the Certificate of Incorporation and By-Laws of the Corporation, (i) to sign all bonds and obligations, (ii) to sign, execute and bind the Corporation with respect to all contracts, deeds, leases, powers of attorney, releases, waivers, claims documents and other documents of a contractual nature and (iii) to sign applications for regulatory permits and licenses and other governmental forms, other than tax returns, on behalf of the Corporation, attested by the Secretary or an Assistant Secretary if requested or required and under the Corporation's seal, if requested or required; provided, however, that each of the above-specified officers is also authorized to delegate his respective signature authority by a writing (x) specifying the scope of the authority being delegated by the writing, (y) identifying the delegate either by name or as the incumbent of a position and (z) advising the delegate that he or she shall have no authority to redelegate the signatory authority being delegated.

I, Charles C. Kim, Vice President, Associate General Counsel and Corporate Secretary, do hereby certify solely on behalf of WESCO Distribution, Inc. and not in any individual capacity that the foregoing is a true and correct copy of a resolution adopted by Board of Directors of said Corporation as of February 28, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation on behalf of said Corporation.

Dated: January 8, 2024

Charles Kim

Charles C. Kim
Vice President, Associate General Counsel and
Corporate Secretary





Monday, February 26, 2024

Item Title:

RESOLUTION Award Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract) to the lowest qualified bidders, Ferguson Enterprises, Coburns Supply and John H. Carter

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Resolution	2/21/2024	Resolution
Support Material	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6 Month Requirements Contract)

PROJECT SUMMARY (200 WORDS OR LESS)

To award the lowest qualified bidders, Ferguson Enterprises, Coburns Supply and John H. Carter and reject the bid of Stuart C. Irby.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide gas material for new installations and the maintenance/repair of existing gas meters and lines to ensure the safe distribution of natural gas throughout the parish

TOTAL EXPENDITURE

This is considered Warehouse inventory. Quantities may increase or decrease within a six (6) month period.

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

Warehouse Inventory - No Budget
Given

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing/Warehouse Manager

2-21-2024

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on February 2, 2024 bids were received electronically by the Terrebonne Parish Consolidated Government (TPCG) for Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract) for Warehouse inventory, and

WHEREAS, after careful review by the Purchasing/Warehouse Division it has been determined that the bids of Ferguson Enterprises, Coburns Supply and John H. Carter are the lowest qualified bids for the items on the attached listings, and the bid of Stuart C. Irby must be rejected for failure to provide the signature authorization as required by LA R.S. 38:2212(B)(5), and

WHEREAS, should the awarded vendor be unable to supply the Warehouse with the required gas material, the division shall be authorized to award the item(s) to the next lowest qualified bidder, and

WHEREAS, Parish Administration has concurred with the recommendation to award Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract) to the aforementioned bidders as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Parish Administration be accepted for the purchase of gas distribution material for warehouse inventory.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2024.

Bid Cover Sheet

Bid Name: 24-WHSE-02 Purchase of New/Unused Gas Material (6-Month Requirements Contract)

Bid(s) Received: 3

Bid Date: 12/06/2023

Bids Opened By: Gina Bergeron

<u>Bidder's Name:</u>	<u>Amount:</u>	<u>Check:</u>	<u>Bond:</u>
Coburns Supply	\$0.00		0.00
Ferguson Enterprises, LLC	\$0.00		0.00
John C. Carter	\$0.00		0.00

Award Bid To: **Amount:** .00

Purshasing Department Comments:

Four Bids were submitted. Coburns Supply, Ferguson Enterprises LLC, and John H. Carter all provided the proper documentation as required by the "Instructions for Bidders." The bid of Stuart C. Irby must be rejected for failure to provide a signature authorization as required by LA R.S. 38:2212(B)(5). The bid is being forwarded to the requesting division for review/request of specifications and award recommendations.



Purchasing Bid Form Listing > Maintenance Bid: '8060'

[<- Return to List](#)[Approval Details](#)[Printer Version](#)

Bid Form Id: 8060

Bid Name: 24-WHSE-02 Purchase of New/Unused Gas Material (6-Month F

* Bids Opened By: Gina Bergeron

* Department: Finance

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence:

1. Division Head - approved on 02/05/2024 by purh08
2. Department Head - approved on 02/05/2024 by kmauldin
3. Chief Financial Officer - approved on 02/05/2024 by kmauldin
4. Chief Administrative Officer - approved on 02/08/2024 by noah
5. Parish President - approved on 02/08/2024 by ladams
6. Purchasing Manager - approved on 02/09/2024 by purh08

* Date: 12/06/2023 (mm/dd/yyyy)

Related RFB: 6 month Purchase of New/Unused GasMaterial

Charge Account: 380-000-1151-00

Estimated Price: 380000.00

Amount Budgeted: .00

Status: Complete

Comments: Four Bids were submitted. Coburns Supply, Ferguson Enterprises LLC, and John H. Carter all provided the proper documentation as required by the "Instructions for Bidders." The bid of Stuart C. Irby must be rejected for failure to provide a signature authorization as required by LA R.S. 38:2212(B)(5). The bid is being forwarded to the requesting division for review/request of specifications and award recommendations.

Award Bid To:

Award Amount: .00

Bidders:

* Name: Coburns Supply

[Remove Bidder Entry](#)

* Amount: .00
* Check: 0
* Bond: 0.00

* Name: Ferguson Enterprises, LLC
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: John C. Carter
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
------------	----------	---------------

Documents:

[24-WHSE-02 Gas Mat \(6M\) CAH tabs .xls](#) - Added By Gina Bergeron (purh05)

Bid
Tabulations

Edit

Delete

[DOC020224-02022024133322.pdf](#) - Added By Gina Bergeron (purh05)

Bid
Documents

Edit

Delete

Add New Document

Save Changes

* Denotes required fields.

Bid added by Gina Bergeron on 02/02/2024

Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract)

Ferguson Award Listing

Item 1	"Coupling-1""CTS X 1""IPS Comp.Continental Industries 5657-54-1408-00 or equal"	Qty:15	\$ 75.00
Item 2	"Coupling 1""IPS X 1""IPS COMP. Continental Industries 5657-52-1014-00 or equal"	Qty:12	\$ 60.00
Item 3	"Adapter-1""MPTX1""IPS Compression Continental Industries 1442-00-0914-00or equal"	Qty:1	\$ 80.00
Item 8	"Valve 4""POLY-PE3408/SDR11 Poly Valve4-89111or equal"	Qty:1	\$ 265.00
Item 9	"CLAMP 2"" (CI & ST) X 15"" 2.35 - 2.63 O.D. Full Circle Clamp Smith Blair 225-10023815-000or equal"	Qty:6	\$ 225.00
Item 10	"Clamp 2"" SS Full Circle Collar LeakSmith Blair 269-0263807-000or equal"	Qty:3	\$ 130.00
Item 13	"Tee2"" P.E.3408/68M020110TSTRB Performance 1006426 or equal"	Qty:6	\$ 8.00
Item 14	"Tee4"" P.E. Butt Fused 68M040110TSTRB Performance 1006434 or equal"	Qty:6	\$ 20.00
Item 16	"Elbow1-1/4"" X 1-1/2"" Galvanized Domestic Galvanized only Anvil Figure 1101Ror equal"	Qty:50	\$ 20.00
Item 27	Nipple1 X 10Galvanized Domestic Galvanized only	Qty:100	\$ 12.00
Item 30	"Plug3/4"" CTS Continental Industries 3259-53-1006-00or equal"	Qty:20	\$ 55.00
Item 31	"Plug 1"" IPS Continental Industries 5657-53-1014-00 or equal"	Qty:25	\$ 65.00
Item 35	"Cap 1""IPS PLASTIC END DRISCOPLEX 6800 Performance 1007908 or equal"	Qty:50	\$ 4.00
Item 36	"Cap 3/4""IPS PLASTIC END DRISCOPLEX 6800* Performance 100545 or equal"	Qty:15	\$ 4.00
Item 42	"Reducer 2""PE TO WELD END Steel Adapter to Performance PipeCentral Plastics 650020200800or equal"	Qty:15	\$ 35.00
Item 43	"Reducer 4""PE TO WELD END Steel APAPTER to Performance Pipe Central Plastics 650040400810or equal"	Qty:15	\$ 88.00
Item 45	"Cast Iron 2"" Riser Opelika Foundry6016 B-2""or equal"	Qty:24	\$ 35.00
Item 46	"Cast Iron 4"" Riser Opelika Foundry 6016 B-4""or equal"	Qty:10	\$ 65.00
Item 47	"Plastic Valve Box Bottom 105 2"" or 4""Valve 24"" Fig. P-500-B Screw Type Brigham & Taylor 105 or equal"	Qty:48	\$ 185.00
Item 48	"Plastic Valve Box Top-5 1/4"" Screw Type Bigham & Taylor 105 or equal"	Qty:30	\$ 130.00
Item 49	"Cast Iron 5-1/4"" ""GAS"" Cap Standard round Drop-in Lid Bingham & Taylor Figure P-500 (GAS) GRE5LGRD or equal"	Qty:15	\$ 50.00
Item 52	"Saddle 3/4"" IPS X 1"" PE IPS SteelTap Continental Industries 1302-13-1014-00or equal"	Qty:6	\$ 350.00
Item 53	"Saddle 2"" IPS X1"" IPS Steel Tap Continental Industries 1302-17-1014-00or equal"	Qty:15	\$ 400.00
Item 54	"Saddle 4"" IPS X 1"" IPS Steel Tap Continental Industries 1302-21-1014-00or equal"	Qty:10	\$ 585.00
Item 55	"Saddle 4"" X 1"" IPS Electrofuse Tapping Central Plastic 5750814 or equal "	Qty:60	\$ 140.00
Item 56	"Saddle 2"" X 1"" IPS Electrofuse Tapping Central Plastic 5750812 or equal "	Qty:60	\$ 85.00
Item 58	"Regulator1"" Straight Body 3/16"" Orifice 5- 8.5"" W.C. Spring Internal Relief Valve 4 oz Fisher HSR 1"" or equal"	Qty:360	\$ 60.00
Item 59	"Regulator3/4"" X 1""Fisher FSHSRDCBAMYN or equal"	Qty:12	\$ 60.00
Item 60	"Regulator 1"" (small) HSR COBAMYN J2 Body 1 x 1 Spring 6-8 WC Orifice 1/4"" or equal"	Qty:24	\$ 60.00
Item 61	Regulator Type CS800IR 4B Body 1 1/2 Orifice 1/2 Spring 5.5 - 8.5 IN WC Max in 100 PSI Relief INT or equal	Qty:2	\$ 600.00
Item 62	Regulator Type CS800IR 3BBody 1 1/2 Orifice 3/8 Spring 5.5 - 8.5 IN WC Max in 100 PSI Relief INT or equal	Qty:2	\$ 600.00
Item 63	"Regulator 1 1/2"" NPT 2.5-5.5 PSI Range 1/2"" Orifice Internal relief Fisher CS-2780-600304 or equal"	Qty:2	\$ 600.00
Item 65	"Riser 1""IPS X 1""MPT(Drisco 6800) Long with Performance PIPE Central Plastic 632-0101 CP 36V x 24H or equal"	Qty:60	\$ 85.00
Item 66	"Riser 1""IPS X 1""MPT (DRISCO 6800) Short With Performance Pipe Central Plastic 638-0222 24V x 24Hor equal"	Qty:100	\$ 65.00
Item 70	"Swedge 2""X1 1/2"" standard Anvil Domestic Only or equal"	Qty:10	\$ 20.00
Item 72	"Collar 2"" IPS Electrofuse Coupling C5750642 or equal"	Qty:12	\$ 8.85
Item 73	"Collar 4"" IPS Electrofuse Coupling F128030 or equal"	Qty:12	\$ 22.00
Item 74	Class 415 Meter including all accessories	Qty:150	\$ 620.00
Item 75	Class Sonix 880 Meter including all accessories	Qty:100	\$ 1,600.00
Item 78	"Tee 3/4"" Galvanize Domestic only"	Qty:25	\$ 6.50
Item 79	"Elbow 2"" PE Butt Fused 68M020110L90DB or equal"	Qty:25	\$ 5.00
Item 80	"Nipple 3/4"" x Close Galvanized Domestic"	Qty:50	\$ 3.00
Item 91	"Cap 2"" PE Drisco # 2PE8300CA Performance 1006420 or equal"	Qty:25	\$ 3.00
Item 92	"Cap 1"" IPS Plastic EndPerformance E1014430 or equal"	Qty:25	\$ 4.00
Item 93	"Bushing 2"" x 1 1/2"" Galvanized domestic only"	Qty:25	\$ 13.00
Item 94	Meter 275 CFH Gas Sensus including all accessories	Qty:150	\$ 185.00

Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract)
Coburn's Award Listing

Item 4	"Valve 1"" Non-Insulated GAS Galvanized Mueller H-11175-G- 1"" or equal "	Qty:200	\$ 31.02
Item 5	"Valve 1-1/4"" GAS Galvanized Mueller H-1175-G 1 1/4"" or equal"	Qty:12	\$ 41.90
Item 6	"Valve 2"" GAS Galvanized Mueller H-11175-G-2"" or equal"	Qty:12	\$ 84.09
Item 7	"Valve 2"" POLY-PE3408/SDR11 Poly Valve 2-89211 or equal"	Qty:1	\$ 130.48
Item 12	"Tee 1"" Galvanized Domestic Galvanized only Anvil Figure 1105 or equal"	Qty:50	\$ 8.79
Item 15	"Tee 1"" X 1/2"" X 1"" Test EDP 2444200 Domestic Galvanized only Anvil Figure 1105 or equal"	Qty:50	\$ 13.28
Item 17	"Elbow 3/4"" Galvanized Domestic Galvanized only Anvil Figure 1101 or equal"	Qty:12	\$ 3.13
Item 18	Nipple 1 1/4 X 12 Galvanized Domestic Galvanized only	Qty:12	\$ 20.79
Item 19	Nipple 1 1/4 X 10 Galvanized Domestic Galvanized only	Qty:25	\$ 17.34
Item 20	"Nipple 1"" x 2"" Galvanized Domestic Galvanized only"	Qty:25	\$ 3.34
Item 21	Nipple 1 X 2 1/2 Galvanized Domestic Galvanized only	Qty:25	\$ 4.22
Item 22	Nipple 1 X 4-1/2 Galvanized Domestic Galvanized only	Qty:25	\$ 6.23
Item 23	Nipple 1 X 4 Galvanized Domestic Galvanized only	Qty:50	\$ 5.07
Item 24	Nipple 1 X 5 Galvanized Domestic Galvanized only	Qty:100	\$ 6.23
Item 25	Nipple 1 X 5-1/2 Galvanized Domestic Galvanized only	Qty:50	\$ 7.08
Item 26	Nipple 1 X 8 Galvanized Domestic Galvanized only	Qty:100	\$ 11.83
Item 28	Nipple 1 X 12 Galvanized Domestic Galvanized only	Qty:100	\$ 15.72
Item 29	"Plug 1"" Galvanized Domestic Galvanized only"	Qty:150	\$ 3.78
Item 32	"Plug 3/8"" HEX Galvanized"	Qty:15	\$ 0.90
Item 33	"Plug 1/2"" HEX Galvanized Domestic Galvanized only"	Qty:25	\$ 0.76
Item 34	"Plug 1/4"" Galvanized Domestic Galvanized only"	Qty:10	\$ 0.33
Item 37	Bushing 1-1/2 X 1 Galvanized Domestic Galvanized only Class 150 or equal	Qty:50	\$ 9.99
Item 38	Bushing 1/2 X 3/8 Galvanized Domestic Galvanized only Class 150 or equal	Qty:50	\$ 1.36
Item 39	"Collar 1"" Galvanized Domestic Galvanized only Anvil Figure 1121 or equal"	Qty:50	\$ 7.05
Item 40	"Collar 1-1/4"" Galvanized Domestic Galvanized only Anvil Figure 1121 or equal"	Qty:50	\$ 9.94
Item 41	"Collar 1"" Steel 3000# Anvil Figure 2117 or equal"	Qty:50	\$ 4.96
Item 44	"Tape 2"" Gas Detecto Yellow Terra-Tape 620 or equal"	Qty:15	\$ 21.28
Item 57	Anode-1 LB. Corpro Co. Cathodic Protection Galvomag 32# W/ 10 Wire or equal	Qty:5	\$ 55.50
Item 67	"Tape Pipe Wrap 2"" Temflex 1100 or equal"	Qty:12	\$ 7.05
Item 68	Pipeline Marker #3YC7YT00BCPD Dome Marker PM-303 or equal	Qty:50	\$ 42.43
Item 69	Splice Kit Direct Bury 3M DBR/Y-6 or equal	Qty:50	\$ 1.52
Item 71	"Swedge 1"" X 1 1/2"" XH Anvil Domestic Only or equal"	Qty:10	\$ 47.03
Item 81	Nipple 1-1/4 X 8 Galvanized Domestic Galvanized only	Qty:50	\$ 14.49
Item 82	Nipple 1-1/4 X 4-1/2 Galvanized Domestic Galvanized only	Qty:50	\$ 7.71
Item 83	Nipple 1-1/4 X 5 Galvanized Domestic Galvanized only	Qty:50	\$ 7.71
Item 84	Nipple 1-1/4 X 6 Galvanized Domestic Galvanized only	Qty:50	\$ 8.97
Item 85	Nipple 1-1/4 X 2 Galvanized Domestic Galvanized only	Qty:50	\$ 4.81
Item 86	Nipple 1-1/4 X 3 Galvanized Domestic Galvanized only	Qty:50	\$ 5.23
Item 87	Nipple 1-1/4 X 3-1/2 Galvanized Domestic Galvanized only	Qty:50	\$ 6.23
Item 88	"Cap 2"" Galvanized Domestic Only"	Qty:20	\$ 11.02
Item 89	"Cap 3/4"" Galvanized Domestic Only"	Qty:20	\$ 3.91
Item 90	"Cap 1/2"" Galvanized Domestic Only"	Qty:25	\$ 2.81
Item 95	"SADDLE 2"" IPS X 1"" IPS PLASTIC TAP Continental 5361-17-1014-00 or equal"	Qty:25	\$ 51.24
Item 96	"SADDLE 4"" IPS X 1"" IPS PLASTIC TAP Continental 5361-21-1014-00 or equal"	Qty:25	\$ 54.45

Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Month Requirements Contract) John H. Carter Award Listing

Item 64	Regulator Type CS400IR Body 1 1/2 Orifice 1/2 Spring 1-2 PSI Max in 40 PSIFisher CS-2389-204211 or equal				Qty:2	\$ 495.00
Item 76	Class 3000 Rotary Meter				Qty:2	\$ 1,928.57
Item 77	Class 5,000 Rotary Meter				Qty:2	\$ 2,138.57

OFFICIAL BID FORM

SECTION "A"

(Must be completed and uploaded as an attachment with bid)

BID 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The quantities referenced are estimated, TPCG reserves the right to increase, or decrease quantities, at the unit price stated in the bid.

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the materials as specified herein, all in strict accordance with the bid documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: John H. Carter Co., Inc.

ADDRESS OF BIDDER: 17630 Perkins Road
Baton Rouge, LA 70810

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Kelli Conerly

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Kelli S. Conerly

TITLE OF AUTHORIZED SIGNATORY BIDDER: Contracts Manager

DATE: 02/02/2024

Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
JOHN H. CARTER CO., INC.**

July 9, 2021

The undersigned, being all of the members of the board of directors (the "Board") of John H. Carter Co., Inc., a Louisiana corporation (the "Corporation"), acting without a meeting and pursuant to Section 12:1-821 of the Louisiana Revised Statutes and the By-Laws of the Corporation, DO HEREBY ADOPT the following resolution and DO HEREBY CONSENT to the taking of the actions therein set forth and hereby waive any notices required by law or otherwise with respect thereto.

WHEREAS, the Board has determined that it is advisable and in the best interests of the Corporation to authorize Robert Wagnon, Dan Childress, Richard Lewis, Stan Sellers, Tim Walker, Kelli Conerly, and Todd Zirkle to execute contracts, purchase order acknowledgements, and any other documents as required on behalf of the Corporation or its subsidiaries;

NOW, THEREFORE, BE IT RESOLVED, that Robert Wagnon, Dan Childress, Richard Lewis, Stan Sellers, Tim Walker, Kelli Conerly, and Todd Zirkle are hereby authorized to execute contracts, purchase order acknowledgements, and any other documents as required on behalf of the Corporation and its subsidiaries, ControlWorx, LLC and Groth Equipment LLC of Louisiana.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the date first set forth above.


Todd E. Gilbertson, Chairman


Charles D. Fournier, Director


Ronald P. Aleman, Director


Robert G. Wagnon, Director

OFFICIAL BID FORM

SECTION "A"

(Must be completed and uploaded as an attachment with bid)

BID 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The quantities referenced are estimated, TPCG reserves the right to increase, or decrease quantities, at the unit price stated in the bid.

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the materials as specified herein, all in strict accordance with the bid documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Ferguson Enterprises LLC

ADDRESS OF BIDDER: 2056 Sorrel Ave
Baton Rouge LA 70802

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) BRIAN POJ

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Brian Poj

TITLE OF AUTHORIZED SIGNATORY BIDDER: GENERAL MANAGER

DATE: 2/1/24

Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Brian Roy

Title: General Manager III

ds


Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.


This certificate of authorization shall be effective from the date hereof until **December 17, 2024** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **December 18, 2023**.

(Company Seal)



Ferguson Enterprises, LLC

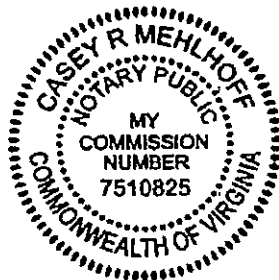


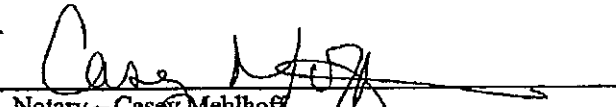
Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on December 18, 2023, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

(Notary Seal)




Notary - Casey Mehlhoff
My commission expires: July 31, 2026

OFFICIAL BID FORM
SECTION "A"
(Must be completed and uploaded as an attachment with bid)

BID 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The quantities referenced are estimated, TPCG reserves the right to increase, or decrease quantities, at the unit price stated in the bid.

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the materials as specified herein, all in strict accordance with the bid documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Coburns Supply

ADDRESS OF BIDDER: 5186 Hwy 311
Houma, LA 70360

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Michael Self

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Account Manager

DATE: 2/1/2024

Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Coburn Supply Company Inc. (Coburn), in a meeting duly assembled, that Michael Self (Agent) be and he is hereby authorized, empowered, and directed to act for and on behalf of Coburn in all negotiations, bidding, concerns, and transactions and sign any and all documents which, in Agent's sole discretion, he deems necessary for Coburn to transact and conduct business with the Terrebonne Parish Consolidated Government (Government) relative to Coburn submitting a bid to Government in connection with Government's Bid 24-WHSE-02 Purchase of New/Unused Gas Distribution Material (6-Months Requirements Contract).

CERTIFICATE

I, James J. Adams, Secretary of Coburn Supply Company, Inc., do hereby certify that the above and foregoing is a true and correct copy of a Resolution unanimously adopted at a meeting of the Board of Directors of Coburn Supply Company, Inc., at which meeting at least a majority of the Board of Directors were present and voted thereon, and that said Resolution has been spread upon the minute books of Coburn Supply Company, Inc., and same is now in full force and effect.

WITNESS MY SIGNATURE on January 30, 2024 at Lafayette, Louisiana.


James J. Adams, Secretary of
Coburn Supply Company, Inc.

CORPORATE SEAL



CENTRAL BIDDING

FROM CENTRAL AUCTION HOUSE

No Sig. Auth.

Toggle navigation

- [Home](#)
- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
 - [Create New Listing](#)
 - [Create New Forward Auction](#)
 - [Create New Materials/Supplies Bid](#)
- [Logout \(tpcg\)](#)

Central Bidding Time: Fri Feb 02 2024 14:04:53 GMT-0600 (Central Standard Time)

Location: **Jackson > Mississippi > USA**
Name: **Chelsi Brown**
Email: **cbrown@irby.com**
Address: **815 Irby Drive**
Zip code: **39201**
Contact number: **5398428214**
Official Company/Business Name: **Stuart C. Irby**

Is your company/organization
registered as a Disadvantaged Business
Enterprise (DBE)?: **No**

Is your company owned by a female?: **No**

Is your company owned by a
minority?: **No**

Contractor's License
Number/Certificate of Responsibility
Requirement Number::

NIGP Codes: (Commodity code categories) **03125 - Controls: Limit Switches,
Relays, Thermostats, Gas Valves, etc.**
**67014 - Gas Meters, Indicating and
Recording**

Where To?

 [Main Menu](#)

Category Number:
Item Number: 10.



Monday, February 26, 2024

Item Title:

RESOLUTION Award Bid 24-WHSE-03 Purchase of New/ Unused Janitorial Inventory (6-Month Requirements Contract)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid 24-WHSE-03 Purchase of New/ Unused Janitorial Inventory (6-Month Requirements Contract) to the lowest qualified bidders, Economical Janitorial & Paper Supplies LLC and Fanguy Bros. Wholesale

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Resolution	2/22/2024	Resolution
Support Material	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

PROJECT SUMMARY (200 WORDS OR LESS)

To award to the lowest qualified bidders, Economical Janitorial & Paper Supplies LLC, and Fanguy Bros. Wholesale

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To stock the necessary janitorial products for use by various departments/divisions

TOTAL EXPENDITURE

This is considered Warehouse inventory, and no budget is given. Quantities may increase or decrease within the contract period

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

Warehouse inventory, no budget
given

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis Purchasing/Warehouse Manager

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

WHEREAS, on February 6, 2024 electronic bids were received by the Terrebonne Parish Consolidated Government for BID 24-WHSE-03 Purchase of New/ Unused Janitorial Inventory (6-Month Requirements Contract) for the Warehouse Division, and

WHEREAS, after careful review by the Purchasing/Warehouse Division it has been determined that Economical Janitorial & Paper Supplies LLC and Fanguy Bros. Wholesale are the lowest qualified bidders for the items on the attached listings. The bid of Donald Palmer Co. must be rejected for non-compliance with the "Requirements and Instructions for Bidders", and

WHEREAS, should the awarded vendor be unable to supply the Warehouse Division with the required janitorial products, the Division shall be authorized to award the item(s) to the next lowest qualified bidder, and

WHEREAS, Parish Administration has concurred with the recommendation to award Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract) to the aforementioned bidders as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Parish Administration be approved for the purchase of janitorial products for the Warehouse inventory.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2024.

Bid Cover Sheet

Bid Name: Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

Bid(s) Received: 5

Bid Date: 02/06/2024

Bids Opened By: Gina Bergeron

<u>Bidder's Name:</u>	<u>Amount:</u>	<u>Check:</u>	<u>Bond:</u>
Central Poly-Bag Corp	\$0.00		0.00
Economical Janitorial Supplies	\$0.00		0.00
Fanguy Bros. Wholesale	\$0.00		0.00
Interboro Packaging Corp	\$0.00		0.00
Unipak Corp	\$0.00		0.00

Award Bid To:

Amount: .00

Purshasing Department Comments:

Six bids were submitted. Fanguy Bros., Economical Janitorial, Interboro Packaging, Central Poly, and Unipack provided the proper documentation as required by the " Instruction for Bidders." The bid of Donald Palmer Co. must be rejected for failure to comply with several requirements of the "Instructions for Bidders." The file is being forwarded to the requesting division for review/request of specifications and award recommendations.



Purchasing Bid Form Listing > Maintenance Bid: '8061'

[<- Return to List](#)[Approval Details](#)[Printer Version](#)

Bid Form Id: 8061

Bid Name: Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (

* Bids Opened By: Gina Bergeron

* Department: Finance

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence:

1. Division Head - approved on 02/08/2024 by purh08
2. Department Head - approved on 02/08/2024 by kmauldin
3. Chief Financial Officer - approved on 02/08/2024 by kmauldin
4. Chief Administrative Officer - approved on 02/09/2024 by noah
5. Parish President - approved on 02/09/2024 by ladams
6. Purchasing Manager - approved on 02/15/2024 by purh08

* Date: 02/06/2024 (mm/dd/yyyy)

Related RFB: 6 month Purchase of New/Unused Janitorial Material

Charge Account: 380-000-1151-00

Estimated Price: 180000.00

Amount Budgeted: .00

Status: Complete

Comments: Six bids were submitted. Fanguy Bros., Economical Janitorial, Interboro Packaging, Central Poly, and Unipack provided the proper documentation as required by the " Instruction for Bidders." The bid of Donald Palmer Co. must be rejected for failure to comply with several requirements of the "Instructions for Bidders." The file is being forwarded to the requesting division for review/request of specifications and award recommendations.

Award Bid To:

Award Amount: .00

Bidders:

* Name: Central Poly-Bag Corp

[Remove Bidder Entry](#)

* Amount: .00
* Check: 0
* Bond: 0.00

* Name: Economical Janitorial Supplie
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Fanguy Bros. Wholesale
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Interboro Packaging Corp
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Unipak Corp
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
Documents:	24-WHSE-03 Jani (6M) CAH tabs .xls - Added By Gina Bergeron (purh05)	Bid Tabulation (CAH)
	DOC020724-02072024075029.pdf - Added By Gina Bergeron (purh05)	Bid Documents

Edit Delete

Edit Delete

Add New Document

Save Changes

* Denotes required fields.

Bid # Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract) Fanguy Bros.**Award Listing**

Item 6	"Push broom handle with metal thread (60"") ABCO 01104 or equal"	Qty:12	\$ 2.66
Item 7	"Street Broom16"" Palmyra Bristles W/ handle and Support ABCO BH13001 or equal"	Qty:12	\$ 8.63
Item 20	Urinal Deodorant block cherry 4 oz Fresh FRE 12-4PS or equal	Qty:144	\$ 0.94
Item 24	Dust mop Treatment Hi Tech Dust Mop Treatment or equal	Qty:4	\$ 3.98
Item 27	Metered Mist Spray Citrus Splash 12 oz can Zep Metered Mist 333001 or equal	Qty:12	\$ 3.20
Item 28	Metered Mist Spray Fresh Linen 12 oz can Zep Metered Mist 336201 or equal	Qty:12	\$ 3.20
Item 29	Metered Mist Spray French vanilla 12 oz can Zep metered Mist 331201 or equal	Qty:12	\$ 3.20
Item 30	"Toilet plunger 18"" Industrial style Cobra 05901 or equal"	Qty:12	\$ 4.93
Item 34	Warehouse Broom 32# no wire twine binding SECBWB or equal	Qty:36	\$ 6.44
Item 48	Cup Plastic 7 oz drinking Conex 7N25 or equal	Qty:4	\$ 49.50

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract) Economical Award**Listing**

Item 1	Brush Short handle 2" Polypropylene bristle Plastic handle ABCO 00003 or equal		Qty:12
Item 2	"Brush long Handle 2"" Polypropylene bristle plastic handle ABCO 00006 or equal"		Qty:12
Item 3	Wire Brush Scratch brush, 4x16 rows, carbon steel wooden handle Ability One 7920-00-282-9246 or equal		Qty:12
Item 4	Brush Toilet plastic bristles and handle ABCO 00017 or equal		Qty:12
Item 5	"Pushbroom 24"" Palmyra bristle Wood Block ABCO BH-12003 or equal"		Qty:12
Item 8	"Deck Brush Plastic 10"" Bristle ABCO 00011 or equal"		Qty:24
Item 9	Palmolive Ultra Dishwashing liquid 25 oz CPC 46112		Qty:576
Item 10	Comet Cleaner 21 oz P & G 08447		Qty:24
Item 11	Mop Head Rayon 24 oz saddle type cut end white ABCO RM-30024 or equal		Qty:144
Item 12	Bottle Quart (32 oz) Spray w/ trigger Grainger (Tough Guy) 3U593 & 3U594 or equal		Qty:100
Item 13	"Mop Handle, saddle type 60"" Lagasse, metal end AB-01203-NB or equal"		Qty:24
Item 14	Chlorine Bleach, 1 Gallon Austins A-1 Bleach or equal		Qty:360
Item 15	Lysol Disinfectant Deodorizer Cleaner Concentrate Lysol Professional 36241-76334		Qty:100
Item 16	Scouring soap pads Heavy Duty Steel woolSOS Cox 88320 or equal		Qty:48
Item 17	Mop, house cotton 16 oz white AB-CD50016 or equal		Qty:60
Item 18	Broom, straw warehouse type 32# weight AB-00307-NB or equal		Qty:24
Item 19	Urinal Screens Scented Wave 017561 or equal		Qty:20
Item 21	Campho Rim Hanger Deodorant Block Rochester RCM2519019 or equal		Qty:24
Item 22	Sponge Scrubber Yellow/green AM A3074 or equal		Qty:60
Item 23	Dust Mop handleMagnolia Dm60 or equal		Qty:12
Item 25	"Dust mop 5"" x 36""natural std. cut AM.C3020 or equal"		Qty:12
Item 26	Mop head saddle type 32 Oz. White looped end Rayon ACS-M8704 or equal		Qty:12
Item 31	Foam Bathroom Cleaner 20oz can Spartan Chemical TNT 634300or equal		Qty:144
Item 32	"Pad green nylon pot scrub(6""x9"") RP-5960 or equal"		Qty:100
Item 33	Gel refresh cherry 4.6 oz Refresh or equal		Qty:36
Item 35	Soap White-gold 2.5 oz antibacterial bar, wrapped, Dial 00197 or equal		Qty:20000
Item 36	"Wipes, box reinforced, 9.1 X 16.8"" Wypall KC34790 or equal"		Qty:400
Item 37	Polystyrene Disposable Cup 10 oz Dart 10J10 or equal		Qty:40
Item 38	Polystyrene Disposable Cup 6 oz Dart 6J6 or equal		Qty:12
Item 39	"Brown Garbage Bags (paper) 16"" x 12"" x 35"" brown paper 50 bag per bundle"		Qty:12
Item 40	Tissue paper 2 ply 500 sheets per roll 96 rolls per case standard Hi Tech EJ-500-2 or equal		Qty:200
Item 41	Towel brown single fold 9.125 x 10.25 1 ply Tork SK1850A or equal		Qty:80
Item 42	Water Cone Cups (4.0 oz) Genpack W4F or equal		Qty:25
Item 44	Tray styrofoam two tab conventional hinged lid 9.12 x 9 x 3.25 Pactiv YTD1-9903 or equal		Qty:25
Item 45	Towel multifold WHITE 9.125 x 9.5 1 ply Tork MB540A or equal		Qty:80
Item 46	"Hand Towel, center pull, 9"" x 590		Qty:300
Item 47	"Toilet Tissue 2 ply roll, 4"" x 1000 12 rolls per case		Qty:200
Item 49	Souffle Cups 5.5 OZ Solo UR55 or equal		Qty:4
Item 50	Lid for Souffle Cup Solo PL4N or equal		Qty:4
Item 51	Brown Kraft #6 Bags		Qty:200
Item 52	Styrofoam Bowl Dart 12BWWQ or equal		Qty:12
Item 53	Luncheon Napkins Tork L3141 or equal		Qty:4
Item 54	Straws Individually wrapped WOW 91D53 or equal		Qty:2
Item 55	Styrofoam 5 compartment school tray 500/cs 11 3/4 x 8 7/8 x 1 Pactiv YTH1-0500-000 or equal		Qty:25
Item 56	Toilet Seat Covers in dispenser box Kimberly Clark/Scott 39000 or equal		Qty:10
Item 57	Trash Receptacles Corrugated cardboard 19 x 19 x 28		Qty:100
Item 58	Glove Playtex yellow flock lined disposable X-large Ambitex LXL6500 or equal		Qty:24
Item 59	Glove, Clear disposable poly Ambitex poly gloves or equal		Qty:24
Item 60	Glove Small 100% Latex Free Non Sterile Powder Free Synthetic Medical Examination Gloves amer		Qty:100
Item 61	Glove Medium 100% Latex Free Non Sterile Powder Free Synthetic Medical Examination Gloves an		Qty:200

Item 62	Glove Large 100% Latex Free Non Sterile Powder Free Synthetic Medical Examination Gloves amer	Qty:200
Item 63	Glove X-large 100% Latex Free Non Sterile Powder Free Synthetic Medical Examination Gloves am	Qty:200

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: FANGUY Bros WHOLESALE

ADDRESS OF BIDDER: 364 EQUITY BLVD
Houma, LA 70360

NAME OF AUTHORIZED SIGNATORY BIDDER: CHARLES ADAMS

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) 

TITLE OF AUTHORIZED SIGNATORY BIDDER: VICE PRESIDENT

DATE: FEB 1, 2024

***Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

CORPORATE RESOLUTION

BE IT RESOLVED, by the board of Directors of Fanquy Bros Wholesale, Inc.

_____ in a meeting duly assembled that

Charles Adams
Name

Vice President
Title

of the Corporation, be, and he/she is hereby authorized, empowered and directed for an on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter for the furnishing of materials, supplies or services for the Corporation under such terms, conditions and stipulates, and for such consideration as he/she might deem to be in the best interest of the Corporation.

I, MARY GRACE ADAMS (Name) Secretary of Fanquy Bros Wholesale, Inc. do hereby certify that the above and foregoing is a true and correct copy of Resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the 10th day of FEBRUARY, 2012 at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE THIS 5TH day of

DECEMBER, 2013, at 364 EQUITY BLVD HOUMA, LA.
Month Year Address

Mary Grace Adams
Secretary

MARY GRACE ADAMS
Printed or Typed Name



OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Economical Janitorial and Paper Supplies, LLC

ADDRESS OF BIDDER: P.O. Box 23607
New Orleans, LA 70183-3607

NAME OF AUTHORIZED SIGNATORY BIDDER: Suzie Migliore

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) Suzie Migliore

TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: 1/31/2024

*Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

ECONOMICAL JANITORIAL & PAPER SUPPLIES, LLC

P.O. BOX 23607
NEW ORLEANS, LA 70183-3607
(504) 464-7166
FAX (504) 465-9563
www.economicaljanitorial.com

January 31, 2024

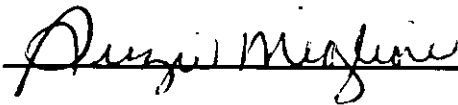
Special Meeting of the Board of Directors of Economical Janitorial & Paper Supplies LLC

A special meeting of the Board of Directors was called on Wednesday January 31, 2024 at the offices of Economical Janitorial & Paper Supplies, LLC located at:

1420 Sams Avenue
Suite F
Harahan, LA 70123

Suzie Migliore was appointed chairperson of the meeting and a waiver of notice and of the reading of the previous meeting minutes was approved by all present which included all directors. The purpose of this meeting was to authorize Suzie Migliore, President of Economical Janitorial & Paper Supplies, LLC to Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract) for Terrebonne Parish Consolidated Government.

All present voted to authorize the above and being no further business the chairperson adjourned the meeting.

A handwritten signature in cursive script, reading "Suzie Migliore", is written over a solid horizontal line.

Suzie Migliore

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Interboro Packaging Corp.

ADDRESS OF BIDDER: 114 Bracken Road

Montgomery, NY 12549

NAME OF AUTHORIZED SIGNATORY BIDDER: Raizy Fisch

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) Raizy Fisch

TITLE OF AUTHORIZED SIGNATORY BIDDER: Secretary

DATE: 1/25/24

*Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

**MINUTES OF THE
BOARD OF DIRECTORS MEETING
OF
Interboro Packaging Corporation**

A regular meeting of the Board of Directors of the above corporation was held on November 2, 2022, at 12:00 Noon at the corporation's place of business.

The purpose of the meeting: To authorize to sign bids and execute contracts to all Public Bidding of the said corporation all documents necessary, including signing bids and contracts on behalf of the said corporation. Also to set forth executive authority.

- I. **QOURUM.** A quorum was declared present based on the presence of the following directors: Abraham Jeremias and Edith Jeremias and the following Shareholders who were present or Represented by proxy as follows:

-Shareholder: Edith Jeremias
Number of Shares: 120
The Shareholder was represented in person.

-Shareholder: Abraham Jeremias
Number of Shares: 80
The Shareholder was represented in person.

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the unanimous vote of the Directors and Shareholders entitled to vote (unless a higher voting approval is stated.)

- II. **APPROVAL OF ACTIONS SECTION.** The actions and undertakings of the Directors, Officers, Employees, and Agents of the corporation were approved with respect to:
- All actions subsequent to the last meeting of the Board of Directors and Shareholders.
 - Compensation paid to the Officers during the past year.
- III. **AUTHORIZATIN OF CORPORATE ACTION.** Effective immediately, the President or Chief Executive Officer, whoever holds this position, within the authority granted to her under, and in accordance with the provisions of, this Resolution, shall have the full and exclusive right to manage and control the business and affairs of the Corporation and to make all decisions regarding the business of the Corporation and shall have all of the rights, powers and obligations unilaterally, without any other corporate member's consent, in accordance to the laws of the State of New York. Any person that acts in the capacity as the President or Chief Executive Officer, whoever holds this position, shall sign, on behalf of the Corporation, any bank checks or withdrawal orders, stock and bond powers, tax returns, elections, notices, waivers, consents, contracts, Resolutions, deeds, mortgages or any other documents of instruments.
- IV. In order to expedite the handling of the Corporation's business and affairs, it is understood that any document executed by the President or CEO while acting in the name and on behalf of the Corporation shall be deemed to be the action of the Corporation as to any third parties.

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Central Poly Bag Corp

ADDRESS OF BIDDER: 2400 Bedd Place

Linden NJ 07036

NAME OF AUTHORIZED SIGNATORY BIDDER: Andrew Silphores

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) [Signature]

TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: 1/23/24

***Signature Authorization. (Required by All Bidders)** Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

CERTIFICATE OF CORPORATE RESOLUTION

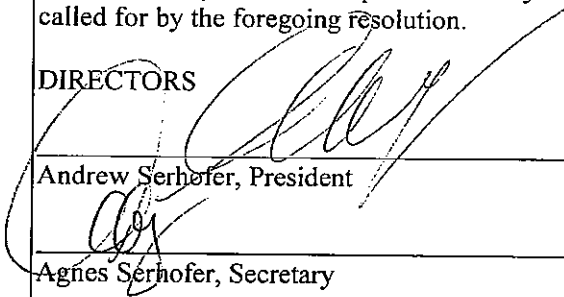
I, Agnes Serhofer, Secretary of CENTRAL POLY-BAG CORP., organized and existing under the laws of the State of New Jersey and having its principal place of business at 2400 Bedle Place, Linden, NJ_07036, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 2, 2024 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That Andrew Serhofer, President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Corporation.

RESOLVED FURTHER: That Andrew Serhofer is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing and has the power to take the action called for by the foregoing resolution.

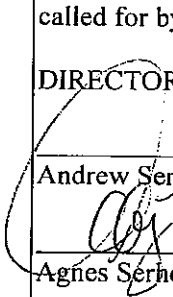
DIRECTORS



Andrew Serhofer, President

1/23/24

Date



Agnes Serhofer, Secretary

1/23/24

Date

Witness my hand seal of this corporation on this 23 day of January, 2024
(month) (year)

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-03 Purchase of New/Unused Janitorial Inventory (6-Month Requirements Contract)

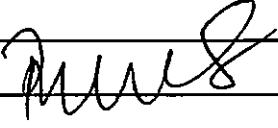
INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide janitorial inventory products as required during the course of the contract, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Unipak Corp.

ADDRESS OF BIDDER: PO Box 332
West Long Branch, NJ 07764

NAME OF AUTHORIZED SIGNATORY BIDDER: Brian Marcus

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER (Printed or Typed) 

TITLE OF AUTHORIZED SIGNATORY BIDDER: President

DATE: 2/6/24

***Signature Authorization. (Required by All Bidders)** Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

Department of State
Division of Corporations

Entity Information

[Return to Results](#) [Return to Search](#)

Entity Details

ENTITY NAME: UNIPAK CORP.

FOREIGN LEGAL NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW

DATE OF INITIAL DOS FILING: 11/29/1995

EFFECTIVE DATE INITIAL FILING: 11/29/1995

FOREIGN FORMATION DATE:

COUNTY: KINGS

JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 2086374

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: ACTIVE

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS: CURRENT

NEXT STATEMENT DUE DATE: 11/30/2024

NFP CATEGORY:

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process Name and Address

Name: BRIAN MARCUS

Address: 88 COOPER AVE, WEST LONG BRANCH, NJ, UNITED STATES, 07764

Chief Executive Officer's Name and Address

Name: BRIAN MARCUS

Address: 88 COOPER AVE, WEST LONG BRANCH, NJ, UNITED STATES, 07764

Principal Executive Office Address

Address: 88 COOPER AVE, WEST LONG BRANCH, NJ, UNITED STATES, 07764

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	\$0.00



CENTRALBIDDING

FROM CENTRAL AUCTION HOUSE

No Section "A" or "B"
or Sig. Auth.

Toggle navigation

- [Home](#)
- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
 - [Create New Listing](#)
 - [Create New Forward Auction](#)
 - [Create New Materials/Supplies Bid](#)
- [Logout \(tpcg\)](#)

Central Bidding Time: Tue Feb 06 2024 14:25:45 GMT-0600 (Central Standard Time)

Location: **New Orleans > Louisiana > USA**
Name: **Beau Dickinson**
Email: **beau@donaldpalmerco.com**
Address: **1319 Valence St**
Zip code: **70115**
Contact number: **5048976873**
Official Company/Business Name: **Donald Palmer Company**

Is your company/organization registered as a Disadvantaged Business Enterprise (DBE)?: **No**

Is your company owned by a female?: **No**

Is your company owned by a minority?: **No**

Contractor's License Number/Certificate of Responsibility Requirement Number::

NIGP Codes: (Commodity code categories) **08508 - Bags, Biodegradable**
08525 - Bags, Cement
08526 - Bags, Dunnage

Category Number:
Item Number: 11.



Monday, February 26, 2024

Item Title:

RESOLUTION Award for Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award for Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract) to the lowest qualified bidders, Wesco Distribution Inc. and American Wire Group

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Resolution	2/22/2024	Resolution
Support Material	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract)

PROJECT SUMMARY (200 WORDS OR LESS)

Award to the lowest qualified bidders Wesco Distribution and American Wire Group

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To replace/replenish the warehouse stock of wire to be used by Utilities Department for daily operations and emergency events

TOTAL EXPENDITURE

This is considered Warehouse inventory, and no budget is given. Quantities may increase or decrease within the contract period

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

NO

YES

IF YES AMOUNT
BUDGETED:

Warehouse inventory, no budget
given

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

1

2

3

4

5

6

7

8

9

Handwritten signature of Sharon Ellis in blue ink.

Sharon Ellis, Purchasing/Warehouse Manager

Handwritten date "2-21-2024" in blue ink.

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

WHEREAS, on February 8, 2024 electronic bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract) for Warehouse Inventory, and

WHEREAS, after careful review by the Purchasing/Warehouse Division and Electric Distribution Division, it has been determined that the lowest qualified bids are that of Wesco Distribution Inc., and American Wire Group for the items on the attached listings, and

WHEREAS, should the awarded vendor be unable to supply the Warehouse with the required wire inventory, the Purchasing Division shall be authorized to award the item(s) to the next lowest qualified bidder, and

WHEREAS, Parish Administration concurs with the recommendation to award Bid 24-WHSE-04 Purchase of New/Unused Wire (6-Month Requirements Contract) to the aforementioned bidders as per attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be approved for the purchase of wire for Warehouse inventory.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2024.



Purchasing Bid Form Listing > Maintenance Bid: '8062'

[<- Return to List](#)[Approval Details](#)[Printer Version](#)

Bid Form Id: 8062

Bid Name: Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requ

* Bids Opened By: Gina Bergeron

* Department: Finance

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence:

1. Division Head - approved on 02/09/2024 by purh08
2. Department Head - approved on 02/09/2024 by kmauldin
3. Chief Financial Officer - approved on 02/09/2024 by kmauldin
4. Chief Administrative Officer - approved on 02/09/2024 by noah
5. Parish President - approved on 02/09/2024 by ladams
6. Purchasing Manager - approved on 02/15/2024 by purh08

* Date: 02/08/2024 (mm/dd/yyyy)

Related RFB: 6 month Purchase of New/Unused Electrical Wire Material

Charge Account: 380-000-1151-00

Estimated Price: 80000.00

Amount Budgeted: .00

Status: Complete

Comments: Six bids were submitted. American Wire Group, Coburns Supply, Gresco Utility Supply, WESCO Distribution, Stuart C. Irby, and Blackstar Diversified Enterprises all provided the proper documentation as required by the "Instructions for Bidders." The file is being forwarded to the requesting division for review/request of the specifications and award recommendations.

Award Bid To:

Award Amount: .00

Bidders:

* Name: American Wire Group

[Remove Bidder Entry](#)

* Amount: .00
* Check: 0
* Bond: 0.00

* Name: Blackstar Diversified Enterpr
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Coburns Supply
* Amount: .00
* Check: 0
* Bond: 0.0

Remove Bidder Entry

* Name: Gresco Utility Supply
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Stuart C. Irby
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

* Name: Wesco Distribution
* Amount: .00
* Check: 0
* Bond: 0.00

Remove Bidder Entry

Add New Bidder

Additional Departments

Department	Division	ChargeAccount
------------	----------	---------------

Documents:

DOC020824-02082024141214.pdf - Added By Gina Bergeron (purh05)	Bid Documents	Edit	Delete
24-WHSE-04 Wire (6M) CAH tabs.xls - Added By Gina Bergeron (purh05)	Bid Tabulations (CAH)	Edit	Delete

Add New Document

Save Changes

* Denotes required fields.

Bid added by Gina Bergeron on 02/08/2024

Bid Cover Sheet

Bid Name: Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

Bid(s) Received: 6

Bid Date: 02/08/2024

Bids Opened By: Gina Bergeron

Bidder's Name:	Amount:	Check:	Bond:
American Wire Group	\$0.00		0.00
Blackstar Diversified Enterprise	\$0.00		0.00
Coburns Supply	\$0.00		0.0
Gresco Utility Supply	\$0.00		0.00
Stuart C. Irby	\$0.00		0.00
Wesco Distribution	\$0.00		0.00

Award Bid To:

Amount: .00

Purshasing Department Comments:

Six bids were submitted. American Wire Group, Coburns Supply, Gresco Utility Supply, WESCO Distribution, Stuart C. Irby, and Blackstar Diversified Enterprises all provided the proper documentation as required by the "Instructions for Bidders." The file is being forwarded to the requesting division for review/request of the specifications and award recommendations.

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract) Wesco Award Listing				
Item 1	WIRE 2 STR. ALUMINUM TRIPLEX (500/ROLL) CONCH OR EQUAL		Qty:2000	\$ 0.71
Item 3	WIRE 2/0 TRIPLEX URD CONVERSE S WIRE RUGGEDIZED OR EQUAL		Qty:1000	\$ 1.54
Item 4	WIRE TRANSFORMER RISER #6 SOLID 250/ ROLL OR EQUAL		Qty:1000	\$ 0.78
Item 5	WIRE 2/0 ALUM. QUADRAPLEX GRULLO OR EQUAL		Qty:1000	\$ 2.01
Item 8	WIRE # 6 BARE SOFT COPPER #25 COILS 315PER C OR EQUAL		Qty:200	\$ 5.68
Item 9	WIRE 4/0 THN COPPER 7STR HARD DRAWN 4/0 THN CU HARD DRAWN OR EQUAL		Qty:100	\$ 3.94
Item 10	WIRE 10-2 WGUF CABLE 250COILS OR EQUAL		Qty:1000	\$ 0.77
Item 11	WIRE #6 DUPLEX URD CABLE CLAFLIN RUGGEDIZED OR EQUAL		Qty:1000	\$ 0.41
Item 12	WIRE 3/8" GUY (500ROLL) OR EQUAL		Qty:1000	\$ 0.51
Item 13	WIRE 350-600 URD TRIPLEX WESLYAN RUGGEDIZED OR EQUAL		Qty:3000	\$ 3.37
Item 14	WIRE 4/0 25 KV PRIMARY CABLE URD(MOZART) 260 MI/JC TR/XLP/ALU RUGGEDIZED OR EQUAL		Qty:5000	\$ 5.66
Item 15	WIRE #6 ALUMINUM TIE (25#) OR EQUAL		Qty:100	\$ 3.68
Item 17	WIRE 4/0 QUADRUPLX 600 VOLT URD WAKEFOREST SOUTHWIRE RUGGEDIZED OR EQUAL		Qty:1000	\$ 3.05
Item 18	WIRE 4/0 URD TRIPLEX SWEET-BRIR SW.WIRE RUGGEDIZED OR EQUAL		Qty:5000	\$ 2.15
Item 19	WIRE 336.4 ALUMINUM TRIPLEX NANNYHOSE OR EQUAL		Qty:1000	\$ 3.36
Item 20	WIRE #2 BARE SOFT COPPER(25#) STRANDED 7 STRAND OR EQUAL		Qty:100	\$ 5.68
Item 21	WIRE 1/0 25 KV URD CABLE TR/XLP/260 MIL-VERDI RUGGEDIZED OR EQUAL		Qty:1000	\$ 5.14
Item 23	WIRE 600V QUADRAPLEX 2/0 URD LAFAYETTE RUGGEDIZED OR EQUAL		Qty:1000	\$ 2.36
Item 24	WIRE 350 MCM URD QUADRAPLEX SLIPPERY - ROCK RUGGEDIZED OR EQUAL		Qty:1000	\$ 4.59

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract) - American Wire Group Award Listing				
Item 2	WIRE 1/0 BARE ALUMINUM 115.7#=1000 ACSR OR EQUAL		Qty:1000	\$ 2.20
Item 6	WIRE 4/0 ALUM. TRILPEX ZUZARA OR EQUAL		Qty:1000	\$ 2.10
Item 7	WIRE 336 ALUM. QUADRAPLEX LIPPIZANER OR EQUAL		Qty:500	\$ 3.10
Item 16	WIRE 1/0 ALUMINUM TRIPLEX (500ROLL) NERITINA OR EQUAL		Qty:2000	\$ 1.13
Item 22	WIRE 4/0 QUADRAPLEX APPLOOSA SW WIRE OR EQUAL		Qty:1000	\$ 2.70
Item 25	WIRE 336.4 ACSR 18/1 BARE ALUMINUM MERLIN 5695PR RL OR EQUAL		Qty:5695	\$ 0.84

**OFFICIAL BID FORM
SECTION "A"**

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the wire as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: AMERICAN WIRE GROUP, LLC.

ADDRESS OF BIDDER: 2980 NE 207th Street Suite PH
Miami, FL 33180

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* GILBERT GUERRERO

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: VP REGIONAL SALES

DATE: 2/5/2024

Signature Authorization. (Required By All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



2980 NE 207th Street, PH Aventura, FL 33180
Phone: 954.455.3050 / Toll free: 1.800.342.7215 / Fax: 954.455.9886
email: sales@buyawg.com

Certificate of Authority

Corporate Resolution

To Whom It May Concern,

I, individually and on behalf of **American Wire Group, LLC**, do by my signature below, certify that: **American Wire Group** is a **Corporation** duly organized and existing under the laws of **Florida**;

I am the **President, Joshua Dorfman**, authorized to sign on its behalf: and **Gilbert Guerrero, VP Regional Sales**, is an officer of the Company authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between **American Wire Group** and the Customer.

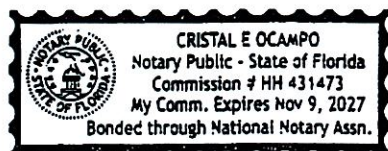
In witness whereof, I hereby set my hand this 5th day of February, 2024.



Signature

Joshua Dorfman President
American Wire Group, LLC.
2980 NE 207th Street, PH
Aventura, FL 33180
954-455-3050
954-455-9886

**Notary
Seal**



**OFFICIAL BID FORM
SECTION "A"**

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the wire as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Coburns Supply

ADDRESS OF BIDDER: 5186 Hwy 311

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Michael Self

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Account Manager

DATE: 2/2/2024

Signature Authorization. (Required By All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Coburn Supply Company Inc. (Coburn), in a meeting duly assembled, that Michael Self (Agent) be and he is hereby authorized, empowered, and directed to act for and on behalf of Coburn in all negotiations, bidding, concerns, and transactions and sign any and all documents which, in Agent's sole discretion, he deems necessary for Coburn to transact and conduct business with the Terrebonne Parish Consolidated Government (Government) relative to this Corporation submitting a bid to Government in connection with Government's Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract).

CERTIFICATE

I, James J. Adams, Secretary of Coburn Supply Company, Inc., do hereby certify that the above and foregoing is a true and correct copy of a Resolution unanimously adopted at a meeting of the Board of Directors of Coburn Supply Company, Inc., at which meeting at least a majority of the Board of Directors were present and voted thereon, and that said Resolution has been spread upon the minute books of Coburn Supply Company, Inc., and same is now in full force and effect.

WITNESS MY SIGNATURE on February 1, 2024 at Lafayette, Louisiana.


James J. Adams, Secretary of Coburn Supply
Company, Inc.

CORPORATE SEAL

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any agenda, c) hereby proposes to provide the wire as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Gresco Utility Supply

ADDRESS OF BIDDER: 1070 Cinclare Dr.
Port Allen, LA 70767

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Justin Tarver

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Justin Tarver

TITLE OF AUTHORIZED SIGNATORY BIDDER: District Manager of LA

DATE: 2/1/24

Signature Authorization: (Required By All Bidders) I hereby declare that I am duly authorized to execute this bid on behalf of the bidder, in strict accordance with the Bidding Documents.



Corporate Headquarters

1135 Rumble Road
Forsyth, GA 31029
(478) 315-0850

February 3, 2020

Gina Bergeron
Terrebonne Parish Consolidated Government
301 Plant Road
Houma, Louisiana 70363

Dear Mrs. Bergeron,

I would like to take this opportunity to thank you for your business and your confidence in our organization. I the undersigned, hereby confirm that Joey Arroyo, Senior VP, Public Power of AL, MS, LA & TN or Amanda Thompson, Inside Sales of Mississippi/Alabama Divisions or Justin Tarver, District Manager, representatives of Gresco Utility Supply is authorized to execute contract agreements pertaining to Services and Electrical Stock Material with the Terrebonne Parish Consolidated Government.

Sincerely,

Steve Gramling
President/CEO
Gresco Utility Supply, Inc.

**Alabama
Division**

795 Cottonwood Rd.
Dothan, AL 36301
(888) 766-0621

**Florida
Division**

6421 CR 219
Wildwood, FL 34785
(877) 743-0622

**Georgia
Division**

1135 Rumble Rd.
Forsyth, GA 31029
(800) 504-2534

**Louisiana
Division**

1070 Cinclare Dr
Port Allen, LA 70767
(888) 766-0621

**Mississippi
Division**

201 Factory Rd.
Mt. Olive, MS 39110
(866) 421-1011

**Tennessee
Division**

448 Brick Church Park Dr
Nashville, TN 37207

**OFFICIAL BID FORM
SECTION "A"**

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the wire as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: WESCO Distribution

ADDRESS OF BIDDER: 200 Matrix Loop

Lafayette, LA 70507

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Scott Head

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Scott Head

TITLE OF AUTHORIZED SIGNATORY BIDDER: Inside Sales Manager

DATE: 2/8/24

Signature Authorization. (Required By All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



Date: January 8, 2024
To: Sales personnel
Sales management (including Managers, Directors, and Vice Presidents)
From: Wesco Corporate Headquarters
Subject: **Signatory Authority Delegation**

1. **Purpose:** The purpose of this memorandum is to delegate to you the authority to sign bid documents, customer contracts and related documents, provided that said documents and contracts have been first approved internally in accordance with the Corporate Levels of Authority (LOA).
2. **Authority:** The WESCO Distribution, Inc. Board of Directors adopted a resolution on February 28, 1994 authorizing me to delegate authority to you to perform certain duties in the ordinary conduct of Wesco's business. I hereby delegate to you the signatory authority described in paragraph 1 hereof. You shall not re-delegate this authority to any other person.
3. **Acquisitions and Divisions:** The signatory authority described in paragraph 1 shall include the management of Wesco's acquired subsidiaries, divisions and all business locations.
4. **Performance of Duties:** In addition to exercising this authority in accordance with the review and approval requirements set forth by the LOA, at the end of each calendar month, you should submit a list of all documents that you have signed pursuant to this delegation of authority to Michele Nelson at the e-mail address provided below.
5. **Expiration:** This delegation of authority shall continue in full force and effect until December 31, 2024, unless terminated earlier by me.
6. **Questions:** Questions regarding this delegation of authority should be referred to Charles Kim, Vice President, Associate General Counsel and Corporate Secretary, at charles.kim@wescodist.com or Michele Nelson, Senior Paralegal, at michele.nelson@wescodist.com.

John Engel

John J. Engel
Chairman, President and CEO

Attachment: Extract of Written Consent of the Board of Directors



WESCO DISTRIBUTION, INC.

**EXTRACT OF WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

FEBRUARY 28, 1994

RESOLVED, that, effective March 1, 1994, the Chairman and the President of the Corporation be, and each of them hereby is, authorized, in the ordinary course of the Corporation's business and to the extent permitted by the General Corporation Law of the State of Delaware, and the Certificate of Incorporation and By-Laws of the Corporation, (i) to sign all bonds and obligations, (ii) to sign, execute and bind the Corporation with respect to all contracts, deeds, leases, powers of attorney, releases, waivers, claims documents and other documents of a contractual nature and (iii) to sign applications for regulatory permits and licenses and other governmental forms, other than tax returns, on behalf of the Corporation, attested by the Secretary or an Assistant Secretary if requested or required and under the Corporation's seal, if requested or required; provided, however, that each of the above-specified officers is also authorized to delegate his respective signature authority by a writing (x) specifying the scope of the authority being delegated by the writing, (y) identifying the delegate either by name or as the incumbent of a position and (z) advising the delegate that he or she shall have no authority to redelegate the signatory authority being delegated.

I, Charles C. Kim, Vice President, Associate General Counsel and Corporate Secretary, do hereby certify solely on behalf of WESCO Distribution, Inc. and not in any individual capacity that the foregoing is a true and correct copy of a resolution adopted by Board of Directors of said Corporation as of February 28, 1994.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation on behalf of said Corporation.

Dated: January 8, 2024

Charles Kim

Charles C. Kim
Vice President, Associate General Counsel and
Corporate Secretary





200 Matrix Loop
LAFAYETTE, LA 70507
Phone: (337) 291-1042
Toll Free: (800) 256-1226

February 8, 2024

Terrebonne Parish Consolidates Government
Attn: Gina Bergeron
PO Box 6097
Houma, LA 70361

Subject: Bid 24-WHSE-04 Purchase of New/Unused Wire (6-month Requirements Contract)

In reference to the above-mentioned subject, we are pleased to offer the following proposal.
The terms and conditions are as follows:

- Net 30 days.
- Lead times are included on section "B".
- Metal used are Midwest US Transaction. Aluminum @ 1.0117/per pound & Comex Copper @ 3.8695 per pound. All wire is subject to escalation/de-escalation.

The following cables has minimum order quantities.

Conch – 5000' MOQ
Raven – 2900# MOQ
Converse – 5000' MOQ
Grullo – 5000' MOQ
Zuzara – 5000' MOQ
Lippizaner – 5000' MOQ
Claflin – 5000' MOQ
Mozart – 10,000' MOQ
Sweetbriar – 5000' MOQ
Nannynose – 5000 MOQ
Verdi – 10,000' MOQ
Appaloosa – 5000' MOQ
Lafayette – 5000' MOQ
Slippery Rock – 5000' MOQ

Metals index for copper is COMEX 1st position & MW US Market.

OFFICIAL BID FORM
SECTION "A"

Bid 24-WHSE-01 Purchase New/Unused Electrical Material for Warehouse Inventory (6-Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the delivery site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Irby Utilities

ADDRESS OF BIDDER: 19158 HI PARK
HAMMOND, LA 70403

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Jeff Miller

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Jeff Miller

TITLE OF AUTHORIZED SIGNATORY BIDDER: District Manager

DATE: 2/8/2024

Signature Authorization: (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



STUART C. IRBY COMPANY

OFFICER'S CERTIFICATE

September 20, 2023

This Officer's Certificate is made by Stuart C. Irby Company, a Mississippi corporation (the "Company").

The undersigned, being the duly appointed, qualified, and acting President of the Company, hereby certifies solely in his capacity as such, and without personal liability, as follows:

1. The following individuals have been appointed an officer or authorized representative of the Company (as set forth below) in accordance with the Company's corporate governance documents and contract review and approval policy.

Name	Title
Andrew Waring	President
Jerome Baniol	Treasurer
Peter Bruhn	Secretary
Jeff Miller	District Manager (Authorized Representative)

2. Each such officer is duly authorized and has full power and authority to execute and deliver all documents, certificates, and other instruments on behalf of the Company, including, without limitation, all negotiations, bidding, concerns and transactions with the or any of its agencies, departments, employees or agents, including, but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts.
3. The appointments set forth above have not been revoked, rescinded, or otherwise modified and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate effective as of the date first written above.

STUART C. IRBY COMPANY

By: Andrew J. Waring
Andrew Waring, President

**OFFICIAL BID FORM
SECTION "A"**

Bid 24-WHSE-04 Purchase of New/Unused Wire (6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the wire as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated January 2024

NAME OF BIDDER: Blackstar Diversified Enterprises

ADDRESS OF BIDDER: 10836 Chef Menteur Hwy
New Orleans, LA 70127

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Hugh Blackwell

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER Hugh Blackwell

TITLE OF AUTHORIZED SIGNATORY BIDDER: Principal Officer

DATE: 02/07/2024

Signature Authorization. (Required By All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



To: TPCG
301 Plant Road
Houma, LA 70363

From: Blackstar Diversified Enterprises (BDE)

Re: Bid 24-WHSE-04 Purchase of New/Unused Wire

To whom it may concern,

I, individually and on behalf of Blackstar Diversified Enterprises (BDE), do by my signature below, certify that: BDE is a corporation duly organized and existing under the laws of Louisiana; I am an officer of the BDE, authorized to sign on its behalf; and Chad Risher, Vice President, is an officer of the Company authorized to make, execute and approve, on behalf of the of this Company, any and all contracts, or amendments thereof, entered into by and between BDE and the Lafayette Consolidated Government.

In witness whereof, I hereby set my hand this 7th day of February, 2024.

Signature: Hugh Blackwell

Name: Hugh Blackwell

Title: Principal Officer

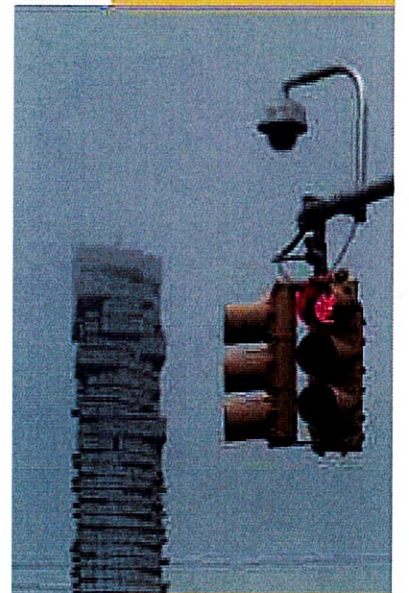
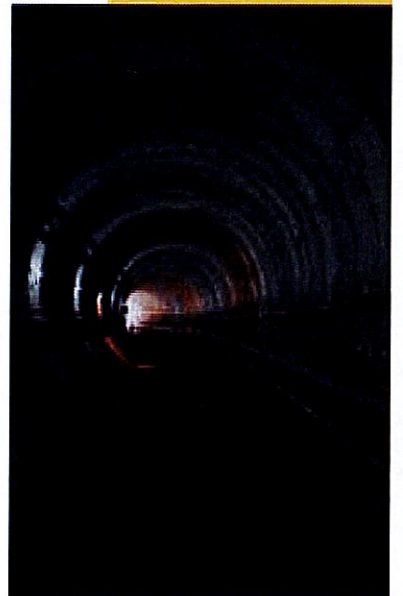
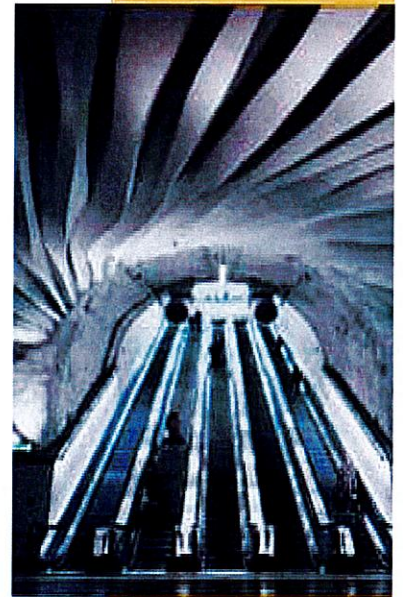
Company: Blackstar Diversified Enterprises

Phone: 504-265-9919

We look forward to achieving success with your team on future opportunities!

Blackstar Diversified Enterprises 10836 Chef Menteur Highway New Orleans, LA 70127

www.blackstardiversified.com





Monday, February 26, 2024

Item Title:

Appointment of MPH for 1-1B Permit Monitoring

Item Summary:

RESOLUTION: Authorizing the Parish President's appointment of Morris P. Hebert, Inc., to provide 1-1B Permit Monitoring and authorizing execution of an agreement for these services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Resolution	2/21/2024	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Permit Monitoring of the 1-1B Forced Drainage System

PROJECT SUMMARY (200 WORDS OR LESS)
To provide the USACE required Permit Monitoring of the 1-1B Forced Drainage System.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide Permit Monitoring of the 1-1B Forced Drainage System

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

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

Jeanne P. Bray

2/21/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the Parish President’s appointment of Morris P. Hebert, Inc., to provide **1-1B Permit Monitoring** and authorizing execution of an agreement for these services.

WHEREAS, the USACE permit requires the Terrebonne Parish Consolidated Government to provide the ongoing monitoring of the 1-1B drainage project, and

WHEREAS, continuous monitoring is necessary to accumulate all data as required to comply with the permit, and

WHEREAS, Morris P. Hebert, Inc., provided this service during previous calendar years in accordance with the Parish’s scope of services, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of extending the annual contract, and

WHEREAS, the engineering firm of Morris P. Hebert, Inc. has been selected by Terrebonne Parish President Jason W. Bergeron to provide the services relative to said project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby ratify the Parish President’s appointment of Morris P. Hebert, Inc., to provide permit monitoring and authorizes Parish President Jason W. Bergeron to execute an Engineering Agreement for the **1-1B Permit Monitoring**, with Morris P. Hebert, Inc., and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Consultant, Morris P. Hebert, Inc.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



Monday, February 26, 2024

Item Title:

Hancock Whitney Leases

Item Summary:

Consider the introduction of an ordinance to adopt and enact a new sec. 2-452 “Hancock Whitney Bank Building and Parking” in Article XIV of Chapter 2 of the Terrebonne Parish Code of Ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney Bank Building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material
Backup	2/21/2024	Backup Material
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to adopt and enact a new sec. 2-452 “Hancock Whitney bank building and parking” in Article XIV of chapter 2 of the Terrebonne parish code of ordinances, to rename Article XIV to expand the Article to include the Hancock Whitney bank building, and to renumber and amend the remaining sections in the said Article to operate the available commercial lease space

PROJECT SUMMARY (200 WORDS OR LESS)
See above

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

TOTAL EXPENDITURE			
N/A			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
<u>ACTUAL</u>		ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED: Revenue: \$6,000

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

s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY: _____

SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AND ENACT A NEW SEC. 2-452 “HANCOCK WHITNEY BANK BUILDING AND PARKING” IN ARTICLE XIV OF CHAPTER 2 OF THE TERREBONNE PARISH CODE OF ORDINANCES, TO RENAME ARTICLE XIV TO EXPAND THE ARTICLE TO INCLUDE THE HANCOCK WHITNEY BANK BUILDING, AND TO RENUMBER AND AMEND THE REMAINING SECTIONS IN THE SAID ARTICLE TO OPERATE THE AVAILABLE COMMERCIAL LEASE SPACE WITHIN THE HANCOCK WHITNEY BANK BUILDING IN MANNER SIMILAR TO THE COMMERCIAL LEASE SPACE IN THE GOVERNMENT TOWERL; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, LSA-Const. Art. 6, §4 states in its pertinent part that “Except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted. If its charter permits, each of them also shall have the right to powers and functions granted to other local governmental subdivisions.” and,

WHEREAS, Sec. 1-05 of The Home Rule Charter for a Consolidated Government for Terrebonne Parish states in its pertinent part that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution.” and,

WHEREAS, on November 28, 2023, the Terrebonne Parish Consolidated Government purchased the immovable property and improvements thereon at 7910 Main Street, Houma, LA 70360, which property is known as the Hancock Whitney Bank Building, plus the parking lot at 606 Belanger Street, Houma, LA 70360.

WHEREAS, the Terrebonne Parish Consolidated Government finds that granting the Parish President the same authority, and charging the Parish President with the same responsibility, regarding the Hancock Whitney Bank Building as set forth in Section 2-452 of Article XIV of the Terrebonne Parish Code of Ordinances regarding the Terrebonne Parish Government Tower, will promote governmental efficiency and benefit the citizens of Terrebonne Parish.

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, in due, regular, and legal sessions convened, that:

SECTION I

The heading at Terrebonne Parish Code Chapter 2, Article XIV. – TERREBONNE PARISH GOVERNMENT TOWER, shall be and is hereby amended to be “Article XIV. – ADMINISTRATIVE OPERATIONS FOR COMMERCIAL LEASES”

SECTION II

Section 2-452 of the Terrebonne Parish Code of Ordinances shall be and is hereby renumbered as Section 2-453, and is amended to read as follows:

Sec. 2-452453. Rental of Terrebonne Parish Government Tower and Parking Garage Rental and Hancock Whitney Bank Building and Parking Area.

(a) The parish president is charged with the responsibility of assessment of the square footage in the Terrebonne Parish Government Tower and the Hancock Whitney Bank Building available for government use and to advise the Parish Council of any surplus space available for commercial occupancy.

(b) The parish council shall review any surplus space available for commercial occupancy, as recommended by the parish president, and pursuant to Louisiana Revised Statute 33:4712, as amended, may declare that property available for lease.

(c) Pursuant to the authority granted by the laws of the state and this Code, certain space as designated herein is available for rental and use for all lawful purposes not inconsistent with the use of the property as a place for the conducting of the business of the parish. The parish president is hereby authorized to execute lease agreements for the following:

(1) Any surplus space declared to be available for commercial occupancy pursuant to ~~2-404(b)~~ Section 2-453(b) of this Code.

(2) The parish president may annually retain the services of a commercial real estate appraiser to file a report with the administration and parish council setting forth the fair market value of the rentable space and parking garage spaces and the parish president is hereby authorized to execute lease agreements in accordance with the fair market prices set forth therein.

(d) Any special lease agreements, containing any special provisions, commitments and/or obligations beyond the scope of the standard agreement, shall be presented to the full council, by the administration, to be approved by the council prior to authorization for signing by the president. A record of such authorization shall become a part of the approval and original agreement.

(e) Rental agreements entered into pursuant to this section shall include at minimum the following terms and conditions:

(1) Lessees, at their own expense, shall obtain and maintain during the continuation of the lease owner's, landlord's and tenant's liability insurance, written by an insurance company or companies approved by the parish and licensed to do business in the state, which insurance shall name the parish as an additional insured and will fully protect the parish and the parish's employees, officials, agents, heirs and assigns against any and all liability for property damage and personal injuries suffered by anyone for reason of the use or occupancy of the leased premises, such as insurance to carry limits of not less than five hundred thousand dollars (\$500,000.00) to apply in the case of one person injured, and five hundred thousand dollars (\$500,000.00) to apply in the case of any one occurrence, and five hundred thousand dollars (\$500,000.00) for property damage and evidence of such coverage shall be furnished to the city. Lessees shall also maintain any and all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the leased premises, including but not limited to necessary worker's compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking garage under the terms of the lease agreement.

(2) All agreements for the rental of space shall include fees and compensation at no less than a fair market value for the space. Fees and compensation may be negotiated by the parish president or his designee in order to render the property financially sound and self-sufficient, which shall include consideration of the occupancy rate of the facility.

(3) A clause allowing the termination or amendment of the rental agreement by the parish in the event the space subject to the rental agreement becomes necessary for use by the public after a declaration of necessity by the governing authority for the parish.

(4) Other terms and conditions that in the opinion of the parish attorney are necessary to comply with all laws of the state and the parish and adequately safeguard the legal interests of the parish in agreeing to rent the available net rentable space to the public or private sector.

(f) Lease agreements executed pursuant to this Section shall be filed with the clerk of court for the 32nd Judicial District, Terrebonne Parish, Louisiana and the Clerk of Council, within five (5) days of execution by the Parish President.

SECTION III

Section 2-453 of the Terrebonne Parish Code of Ordinances shall be and is hereby renumbered as Section 2-454, and is amended to read as follows:

Sec. 2-~~453~~454. Terrebonne Parish ~~parking garage use~~ of parking areas during emergencies.

The Terrebonne Parish President is hereby authorized to grant temporary use of Levels 5 and 6 of the parking garage adjacent to the Government Tower and the parking lot located at 606 Belanger Street, Houma LA 70360, to emergency responders, public safety agencies, and disaster recovery agencies during or in the aftermath of storm events or declared states of emergency, if, in his discretion the temporary use of the parking area would facilitate the TPCG's ability to promote the health, safety, or welfare of the citizens of the parish. The grant shall be in writing and in the form of executive order. The grantee shall obtain and maintain insurance as described in section 2-452(e)(1) of this code for the duration of the grant. The parish president may revoke the temporary grant of use at any time by subsequent executive order. The United States Coast Guard Houma Marine Safety Unit shall notify both the TPCG parish manager and the TPCG government buildings manager whenever they plan to use the TPCG parking garage facility located ~~across on~~ Gabasse Street adjacent to ~~from~~ the Robert J. "Bobby" Bergeron Government Towers Building ~~located at 8026 Main Street, Houma, LA.~~

SECTION IV

A new Section 2-452 of the Terrebonne Parish Code of Ordinances shall be and is hereby enacted as follows:

Sec. 2-452. Hancock Whitney Bank Building and Parking

The building and improvements situated at 7910 Main Street, Houma LA 70360, containing approximately ninety-eight thousand (98,000) square feet of office space together with the parking spaces, and adjacent parking lot at 606 Belanger Street, Houma LA 70360, shall be referred to for the purposes of this Code as the Hancock Whitney Bank Building and Parking.

SECTION V

All commercial office space in the Hancock Whitney Bank Building, except for the entire second floor, is available for lease. As such, all commercial space, except for the second floor of the building, is hereby deemed and declared surplus and not necessary for public use.

SECTION VI

The Hancock Whitney Bank Building and Parking shall be deemed and are hereby declared firearm-free zones in accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6, *et seq.*). Copies of the maps of the boundaries of the Hancock Whitney Bank Building and its Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Hancock Whitney Bank Building and its Parking Area, as attached, to its firearms-free zones index. As such, Section 19-9 (a) of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended as follows:

Sec. 19-9. – Firearms-free zones.

(a) In accordance with the provisions of Act 197 of the 1992 Legislature (R.S. 14:95.2 and 14:95.6 *et seq.*), the maps attached to Ordinance No. 5014 and

Ordinance [cite to this ordinance] and incorporated therein are established as the boundaries of each firearms-free zone of the parish, and each map is hereby made an official public document and shall be placed with the clerk of court in accordance with law.

- (b) All penalties, definitions and/or provisions contained in R.S. 14:95.2 and 14:95.6 pertaining to firearms-free zones shall hereafter apply in the parish.

SECTION VII

The Hancock Whitney Bank Building and Parking shall be deemed and are hereby declared drug-free zones, in accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402, *et seq.*). Copies of the maps of the boundaries of the Hancock Whitney Bank Building and Parking Area are attached to this Ordinance and incorporated herein. The administration of the Terrebonne Parish Consolidated Government shall add the maps of the boundaries of the Hancock Whitney Bank Building and Parking, as attached, to its drug-free zones index.

As such, **Section 21-31. – Drug-free zones.** of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended by adding, in alphabetical order, “Hancock Whitney Bank Building and Parking” to the itemized list of drug-free zones therein.

SECTION VIII

If any word, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IX

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:
YEAS:

NAYS:
NOT VOTING:
ABSTAINING:
ABSENT:

The Chairman declared the ordinance adopted on this, the _____ day of _____, 2024.

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 20____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY
OF _____, 20____.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

SITE DIAGRAM



HISTORY OF THE SUBJECT PROPERTY

We researched the courthouse records of Terrebonne Parish to track the title history of the subject property. This was done to determine if any recent sales had taken place that might be indicative of subject's market value. The subject property is under the ownership of Hancock Whitney Bank, and has been for the past 40+ years.

The subject has been listed for sale with Mr. Michael Poe of Talbot Realty Group for roughly 1± year. The initial asking price was \$3,900,000, and was subsequently reduced to \$2,950,000. The subject is currently affected by a purchase agreement. Per a May 11, 2023, signed purchase agreement, Terrebonne Parish Consolidated Government has agreed to purchase the subject for \$3,000,000. According to Mr. Poe, the buyer made an offer above asking price to secure the deal because there were multiple interested parties at the time of the negotiation. Upon commencement of the sale, Hancock Whitney Bank will lease back roughly 9,000± square feet on the first floor (including the bank branch and associated drive-through canopy) for \$21.00/square foot for 5 years with “full service” structuring. We were not provided a draft lease agreement or LOI for the bank branch space.

We were provided two rent rolls for the subject, the most recent dated March 2023. As of that date, the property was leased to six tenants, with Hancock Whitney Bank occupying the first floor bank branch. Note that we were not provided copies of the lease agreements. A summary rent roll is provided below, with Hancock Whitney Bank listed as a tenant:

Commercial Lease Rent Roll											
Tenant/Lessee	Suite	Space Type	SF	% of Total	Lease Date Start	Lease Date End	Lease Term	Lease Type	Monthly Rent	Contract Rent	Contract Rent/SF
Hancock Whitney Bank		Bank Branch	9,000	9.2%			5 Yrs.	Full-Service	\$15,750	\$189,000	\$21.00
Hub International	303	Office	2,813	2.9%	3/1/2020	3/31/2025	5.08 Yrs.	Full-Service	\$3,868	\$46,415	\$16.50
Tansamerica	308	Office	3,173	3.2%	4/1/2005	4/30/2024	19.09 Yrs.	Full-Service	\$5,800	\$69,599	\$21.93
Kopfler & Herman	400	Office	3,290	3.4%	7/15/1992	MTM		Full-Service	\$3,975	\$47,705	\$14.50
Objective Medical	425	Office	934	1.0%	4/1/2013	MTM		Full-Service	\$1,401	\$16,812	\$18.00
Wilbert Billiot	183	Office	173	0.2%	4/1/2022	MTM		Full-Service	\$307	\$3,685	\$21.30
Aptm	460	Office	3,268	3.3%		MTM		Full-Service	\$5,855	\$70,262	\$21.50
Vacant Space			75,250	76.9%							
Total Units			97,901	100.0%				Total		\$443,478	\$19.58
Leased Units			22,651	23.1%							
Vacant Units			75,250	76.9%							

PARISH OF TERREBONNE

STATE OF LOUISIANA

LEASE OF COMMERCIAL SPACE
IN ACCORDANCE WITH TERREBONNE PARISH CODE SECTION 2-453

This agreement is entered into on the dates set forth herein by and between:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the state of Louisiana, PO Box 2768 Houma LA 70361 herein represented by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Ordinance No. _____, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823;

and

TENANT, identified as follows:

Name: **Bayou Regional Arts Council**

EIN: **47-5443554**

Check One: ___ Louisiana Corporation
 ___ X Louisiana Non-Profit Corporation
 ___ Louisiana limited liability company
 ___ Non-Louisiana Corporation (state: _____)
 ___ Non-Louisiana limited liability company (state: _____)
 ___ other: _____

Notice Address: **7910 Park Ave. Houma, LA 70364**

Authorized Representative: **Eugenia Ardoin**

***attach proof of authority to this contract**

Title of Authorized Representative: **Executive Director**

Email Address for Notice Purposes: director@bayouarts.org

who is hereinafter designated as "Tenant";

NOW, THEREFORE, BE IT AGREED by and between the parties herein that:

II. TPCG AUTHORITY

TPCG is authorized to enter into this agreement under Terrebonne Parish Code Section 2-453, as may be amended, and Ordinance No. _____.

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be April 1, 2024.
2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial

Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

3. **Holding Over.** If Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall have sixty (60) days in which the rent will remain the same as the rent due during the last year of the Lease Term. Thereafter, Tenant shall be a month-to-month Tenant at one hundred ten percent (110%) of the Rent for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. In the event Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall not be liable for any consequential damages. Acceptance by TPCG of Rent after such expiration shall not result in a renewal of this Lease. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether said notice is given on the rent paying date. This Section shall in no way constitute consent by TPCG to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit TPCG’s remedies in such event.

IV. LEASED PREMISES

1. **Description of Leased Premises.** TPCG leases to Tenant, and Tenant leases from TPCG a portion of that certain property located at **7910 Main St., Houma, Louisiana 70360**, (“Property”), which portion is more particularly described as follows:

- a. Office Suite Number(s): **428**;
- b. Consisting of a total of **179** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

2. **Amendment to Leased Premises.** The Leased Premises are subject to reallocation or amendment by TPCG. In that event, TPCG shall provide written notice to Tenant that TPCG intends to move Tenant to a new location on the Property (amended Leased Premises). Within 30 days of the date of notice Tenant shall respond in writing to either accept the amended Leased Premises or to provide Tenant’s intent to terminate this lease agreement. Failure by Tenant to timely respond shall be deemed an acceptance by Tenant of the amended Leased Premises. Tenant shall move, whether to the amended Leased Premises or to vacate the Property, within 90 days from the original date of notice by TPCG that it intended to move Tenant’s Leased Premises.

3. **Parking.** Subject to the parking requirement of TPCG, TPCG may allocate parking spots to Tenant based on needs. Any parking spots on the Property allocated to the Tenant shall be subject to reallocation by TPCG.

V. RENT and OTHER CONSIDERATION

Commencing upon the execution date of this lease (“Rent Commencement Date”), Tenant agrees to pay to TPCG **via ACH, or via mail at P.O. Box 6097, Houma, LA 70361** or at such other place as TPCG may from time to time designate, the following rent:

1. **Rent.** Tenant shall pay Rent in an amount of **\$1.70** per square foot per month (or **\$302.81** per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees and compensation at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month

of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.

3. Security Deposit.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful commercial purpose, except for retail banking, non-governmental financial services, ATM, Vaults, and Safe Deposit Boxes.

Tenant shall obey and comply with all laws, ordinances, rules, and regulations of any duly constituted authority applicable to Tenant's use or occupancy of the Leased Premises and shall not use or allow the Leased Premises to be used for any immoral, unlawful, or objectionable purposes. Tenant shall not commit, or allow to be committed, any nuisance, public or private, or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of, or otherwise injure any other Tenants or occupants of the Property. Tenant shall not permit any discharge of firearms in or about the Leased Premises or maintain animals of any kind whatsoever upon the Leased Premises. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (a) invalidate any policy of insurance now or hereafter carried by TPCG on the Property, or (b) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses TPCG for any increase in premium charged.

2. **Alterations.** TENANT shall not make any permanent alterations or additions to the Leased Premises, without TPCG's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises, unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

At all times during the effective dates of this Agreement (and any period of early entry or occupancy or holding over by Tenant, if applicable), TPCG shall at all times during the Term of this Agreement, carry a policy of insurance which insures the Property, including the Leased Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); provided, however, that TPCG shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant or which Tenant may have in on the Property or any trade fixtures installed by or paid for by Tenant on the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises; and, notwithstanding anything contained herein to the contrary, TPCG may self-insure for the same risks described in this section.

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.
5. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

VIII. INDEMNIFICATION

TENANT agrees to protect, defend, release, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers and invitees (hereinafter referred to as "TPCG Group"), from and against all claims, demands, complaints, losses, fines, penalties, citations, damages, suits, judgments, orders, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, including, but not limited to court costs, reasonable attorneys' fees and expert witness fees, which may occur or in any way grow, directly or indirectly out of (a) any act or omission

of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

TPCG agrees to defend, indemnify, save and hold harmless TENANT, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TENANT as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TENANT.

In the event of joint and concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana. Neither party waives any governmental immunity or defenses available to it under Louisiana law.

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

3. All such maintenance and repair shall be of a class or quality which is at least equal to the original work or construction in the Property and shall otherwise be completed to the reasonable satisfaction of TPCG and shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics, or others approved by TPCG in writing, but at the expense of Tenant.

4. Tenant shall deliver to TPCG prompt written notice of any needed repairs to plumbing, heating or air conditioning, or electrical lines located in, servicing, or passing through the Leased Premises, and such repairs as are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees, in which event Tenant shall bear the expense of any such repairs.

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof

incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

6. TPCG's entry for inspection and maintenance. TPCG reserves the right to enter the Leased Premises at reasonable times upon reasonable prior written notice to Tenant, to inspect the Leased Premises, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Leased Premises are located, exercising commercially reasonable diligence, and Tenant agrees to permit TPCG to do so.

X. DEFAULT

The occurrence of any of the following shall be a "Default":

1. Tenant fails to pay any Rent within five (5) days after written notice the same is due.
2. Tenant fails to perform or observe any other term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from TPCG.
3. Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days without paying Rent as required under this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of non-payment of Rent three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at TPCG's option, represent a separate Default.

XI. REMEDIES

Upon the occurrence of any Default, TPCG shall have the following, non-exclusive rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

2. Without terminating this Lease, TPCG may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to TPCG, and TPCG may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that TPCG may have. Upon termination of possession, TPCG may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to TPCG an amount equal to (i) the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by TPCG by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, Tenant finish improvements, brokers' commissions, and attorneys' fees, and (iii) all unpaid Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

XII. TERMINATION

In addition to any other provision herein, this Agreement may be terminated under any or all of the following conditions:

1. By written mutual agreement and consent of TPCG and TENANT.
2. By written notice by TPCG as a consequence of the failure of Tenant to comply with any term and condition of this Agreement, other than payment of rent, in a satisfactory manner, after providing written notice of default and a thirty (30) day opportunity to cure any breach, proper allowance being made for circumstances beyond the control of either party, but not to exceed ninety (90) days.
3. By 90 days' written notice by TPCG to Tenant that the Leased Premises has become necessary for use by the public after a declaration of necessity by the governing authority for the TPCG.
4. Indemnification and insurance requirements necessary to cover indemnification obligations shall survive the termination or expiration of this agreement.

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG shall, upon written notice from Tenant to TPCG of such damage, promptly and with due diligence repair the damage to the Premises. If, in TPCG's reasonable opinion, the Leased Premises can be restored within one hundred eighty (180) days after the casualty, but the restoration is not substantially completed within two hundred ten (210) days after the date of the casualty (plus reasonable extensions attributable to Tenant delays or force majeure delays), Tenant may terminate this Lease by giving written notice to TPCG no later than the date that is two hundred forty (240) days after said casualty, but prior to the substantial completion of the repairs. If such repairs cannot, in TPCG's reasonable opinion, be made within said one hundred eighty (180) day period, then either party may, at its option, exercisable by written notice given to the other party within sixty (60) days after the date of the casualty, elect to terminate the Lease as of the date of said casualty event. In the event neither party elects to terminate the Lease as provided herein, TPCG shall, at TPCG's expense, repair and restore the Leased Premises as provided and, in such event the Lease shall remain in full force and effect, but Rent shall be abated during the time that the Leased Premises is unusable because of any such damage.

XV. NOTICES

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address first set forth above in this Agreement. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

XVI. ADDITIONAL TERMS AND CONDITIONS

Provided an acceptable non-disturbance agreement is provided to Tenant, this Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust, ground or underlying lease, or any other method of financing or refinancing now or hereafter encumbering the Leased Premises ("Mortgage Lien"), and to all advances made, or hereafter to be made upon the security thereof, and to all increases, renewals, amendments, modifications, consolidations, spreaders, replacements, substitutions, and/or extensions of any such Mortgage Lien and to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Leased Premises of record. If any such Mortgage Lien be foreclosed, upon request of the mortgagee, lessor, or beneficiary ("TPCG's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. Within ten (10) days following receipt of a written request from TPCG and an acceptable non-disturbance agreement, Tenant shall execute and deliver to TPCG, without cost, any instrument that TPCG deems reasonably necessary or desirable to confirm the subordination of this Lease.

Other than specifically authorized herein, TENANT shall not assign, subcontract or otherwise transfer any rights or privileges under this Agreement without the written consent of TPCG.

The failure of TPCG or TENANT to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

Notwithstanding any provision herein, in the event sufficient funds for the performance of this contract are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by TPCG giving notice to TENANT of such facts and the Parish's intention to terminate its financial obligation.

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

This contract embodies the complete agreement of the parties, superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

This Lease Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or ".pdf") will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through an electronic signing system implemented by either Party will also be deemed the same as an original executed signature page. Tenant shall, in addition to any electronic copy delivered, deliver one "ink-signed" original of this Agreement to TPCG. TPCG shall combine Tenant's original signature page with TPCG's original signature page for this Agreement for purposes of filing it for record with the Recorder of Mortgages and/or Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide Tenant with a file-stamped copy of the Lease Agreement.

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

X:_____
JASON W. BERGERON, PARISH PRESIDENT
OR NOAH J. LIRETTE, CHIEF
ADMINISTRATIVE OFFICER

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of _____, county/parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

TENANT:

X:_____
BY:
ITS:



Monday, February 26, 2024

Item Title:

John Kennedy Lease

Item Summary:

Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and John Kennedy, in his official capacity as United States Senator to lease space in the TPCG-owned building at 7910 main street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizes Parish President to enter into a lease with the Senator John Kennedy

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

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		Revenue: \$3,000

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

_____s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND JOHN KENNEDY, IN HIS OFFICIAL CAPACITY AS UNITED STATES SENATOR TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes "[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"; and

WHEREAS, TPCG finds that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with United States Senator John Kennedy in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

Section III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the_____ day of _____ 20_____.

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 20_____, at which meeting a quorum was present.

Given under my official signature and seal of this office on this_____ day of _____ 20_____.

Council Clerk
Terrebonne Parish Council

United States Senate
Home State Office Lease Agreement
Washington, DC 20510

1. THIS LEASE AGREEMENT ("Lease") is made by and between TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("Landlord") and the HONORABLE JOHN KENNEDY, ("Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

2. BASIC LEASE TERMS and DEFINITIONS:

- a. PREMISES: 195 usable square feet located in the Building as shown on the location plan attached as Exhibit A.
- b. BUILDING: Hancock Whitney Bank Building is a four story parish government-owned building.
- c. BUILDING ADDRESS: 7910 Main Street, Houma, LA 70361
- d. TERM: Twenty-one (21) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- e. COMMENCEMENT DATE: March 14, 2024, or the date Tenant takes possession of the Premises (except for the installation of any pre-occupancy work pursuant to Section 3 below), if earlier.
- f. EXPIRATION DATE: January 2, 2026
- g. RENT: Payable in *level* monthly installments as follows -
MONTHS: 21
MONTHLY INSTALLMENTS: \$250
ANNUAL RENT: \$3,000 (\$15.39 per usable square foot)
Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on a thirty day (30) day basis and the amount of the monthly installment specified *above*.
- h. NO SEPARATE CHARGES: No separate charges for any operating expense, cost of living increase, pro rata expense, escalation, taxes, permits, fees or any other adjustment(s) during the term of this lease.
- i. USE OF PREMISES: General office use and related activities.
- j. PARKING: Tenant, Tenant's employees and guests may park at no additional charge in the parking lot adjacent to the Building on a non-exclusive and non-reserved basis. The Landlord agrees to notify the Tenant and the U.S. Senate Sergeant at Arms of any change in parking space assignment(s).
- k. EARLY TERMINATION: Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Tenant's use of the Premises for the intended purpose.

I. **HOLDOVER:** Month-to-month at the same per month rate during the term of Lease. Terminable by Landlord or Tenant with Sixty (60) days written notice.

m. **ADDITIONAL
DEFINED TERMS:** Intentionally omitted.

n. **ADDRESSES FOR
NOTICE:**

LANDLORD

Terrebonne Consolidated Government
8026 Main Street, 7th Floor
Houma, LA 70360
ATTN: Parish President

FOR PAYMENT OF RENT:

Terrebonne Consolidated Government
8026 Main Street, 7th Floor
Houma, LA 70361
ATTN: CFO

TENANT

On or after commencement date:

Honorable John Kennedy
7910 Main Street, Suite 438
Houma, LA 70360

COPY TO:

Office of the Sergeant at Arms of the
U.S. Senate
Room S-151
United States Capitol
Washington, DC 20510
stateofficeliasion@saa.senate.gov

**SUBMISSION OF MONTHLY RENT
INVOICES:**

U.S. Senate Sergeant at Arms
Accounts Payable Department
Washington, DC 20510-7205

**E-MAIL SUBMISSION OF MONTHLY
RENT INVOICES:**

stateofficeliasion@saa.senate.gov

o. **CONTENTS:** The following are attached to and made a part of this Lease:

Exhibit A - Plan Showing Premises
Exhibit B - Building Plan
Exhibit G - Rent Payment Invoice

3. **PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord the usable square feet of office space first identified above, located at 7910 Main Street, Houma, LA 70360. Tenant shall be allowed to access the premises thirty (30) days prior to the anticipated commencement date (pre-occupancy access) to permit the Tenant to perform any pre-occupancy work, including without limitation, the installation of telephone, transmission lines, computer cabling, furniture, fixtures (if any) or other communications equipment as required. During the term of this lease, the Landlord shall correct *any* latent defects. Premises shall be considered in substantial completion or conformity only if the premises may be used for its intended purpose and the completion of any remaining work will not materially interfere with Tenant's enjoyment of the premises. Landlord warrants that, on the commencement date, the premises, the building and the property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Premises are in good working order, and that the Building is properly zoned for the intended use of the Premises. A certificate of occupancy for the Premises must be issued and delivered to the Tenant.
4. **TERM OF LEASE:** This lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to his Senate seat after the expiration of his term of office which he was serving upon the execution of this agreement, the Tenant may holdover in the leased premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either party by providing sixty (60) days advance written notice to the other party. This

lease may be terminated by the Tenant or the U.S. Senate Sergeant at Arms in the event of the Tenant's resignation, expulsion, or death by providing sixty (60) days' advance written notice to the Landlord of intention to terminate. In the event of fire, flood, natural disaster, condemnation, contamination or any other occurrence resulting in the loss of the building or otherwise rendering the premises untenantable or unfit for the intended use, the Tenant may terminate this lease by providing sixty (60) days advance written notice to the Landlord.

5. RENT: The rent shall include all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, and all costs for parking as provided herein. Rent shall be due on or about the last day of each month and Landlord shall submit an original invoice in a form approved by the U.S. Senate Sergeant at Arms (Exhibit G). Invoices shall be sent electronically via email to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city, state and zip code of the premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: U.S. Sergeant at Arms, Accounts Payable Department, Washington DC 20510-7205. Upon direction from the Tenant and the U.S. Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis. Any month-to-month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expiration of this Agreement. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, 2 U.S.C. §6317 limits the maximum annual rate that may be paid to the Landlord for rental of the leased premises and any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.
6. REQUIRED FORMS: Landlord agrees to provide the United States Senate Disbursing Office a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification." The form shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Form W-9". If the form cannot be sent electronically, the original form may be mailed to the following address: United States Senate, Sergeant at Arms, State Office Liaison, Postal Square Building, 6th Floor, Washington, DC 20510 or faxed to (202) 228-4963.
7. TENANT RELOCATION: Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by agreement of the Tenant to the proposed move requested by the Landlord. In the event the Tenant chooses to accept Landlord's offer to relocate to a different Premises, Landlord shall not increase the monthly rent if the offered Premises is larger or greater in value in terms of square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in Premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media and the acquisition of new stationary.
8. QUIET ENJOYMENT: Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises.
9. SECURITY DEPOSIT: No security deposit shall be required of the Tenant for this lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, and/or other electronic security system passes required for entry into the premises and/or building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.

10. UTILITIES AND SERVICES: Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies, vacuuming, dusting, trash removal including recycling and the provisioning of all required recycling containers on a daily basis; Elevator(s); The following services shall be provided on an annual basis: Extermination and Pest Control; Deep Professional Carpet Cleaning; and Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
11. CABLE TELEVISION: Intentionally Omitted.
12. MAINTENANCE AND REPAIRS: The Landlord shall maintain the Property including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the landlord under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. Landlord shall keep the building and leased premises in compliance with all applicable state and local building, safety and fire codes. For the purpose of so maintaining the premises, the Landlord may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or any of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.
13. BUSINESS HOURS: Normal business hours for Tenant shall be Monday through Friday, 8:00 o'clock AM to 5:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.
14. 24 x 7 ACCESS TO PREMISES: Tenant requires access to the premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hours usage of Premises.
15. LANDLORD'S RIGHT TO ENTER PREMISES: Landlord and its agents, servants and employees may enter the Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety and good order of part or all of the Premises or building, provide trash removal and janitorial services required by this Lease, comply with applicable laws under Section 17, show the Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to prospective tenants, accompanied by a Tenant representative, if so requested by the Tenant, and remove any alterations made by the Tenant in violation of Section 20. Notwithstanding the above, entry is conditioned upon Landlord's: Giving the Tenant at least 24 hours advance notice, except in emergency, promptly finishing any work for which Landlord entered and causing the least practicable interference to the Tenant's operations.
16. EARLY TERMINATION: Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant; or may be terminated by Tenant upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster, condemnation or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or unusable for the intended purpose.
17. INSURANCE AND INDEMNIFICATION: The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury

or loss arising under this lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. COMPLIANCE: During the term, Landlord shall comply with all applicable laws regarding the building and the property, including without limitation Environmental Laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto ("ADA"), and Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title 111 of the ADA and the Tenant's obligations as a public entity pursuant to title II of the ADA for the premises and all common areas that service the premises. Landlord certifies that the Property (including the premises) are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Tenant ten (10) days prior to the commencement date. Landlord shall certify that the building or premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Premises or pose a risk to personal safety.
19. SIGNS: The Landlord shall provide and pay for suitable suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all building directories throughout the building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable laws and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. §930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
20. SECURITY: The Landlord shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for the Tenant to provide and install security enhancements to the leased premises at Tenant's sole cost and expense. Tenant shall not be required to return the leased premises to their original condition upon the termination of this lease. Any alarm system and monitoring which is currently provided, shall continue to be provided by the Landlord until such time as the U.S. Senate Sergeant at Arms provides the security enhancements mentioned herein. Upon the installation of the new U.S. Senate Sergeant at Arms-provided enhancements, the Landlord shall have the old security system removed at Landlord's expense.
21. CAPITAL IMPROVEMENTS: Capital improvements to the leased premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense, which may be recouped in the monthly rent subject to and upon the prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.

22. TENANT COOPERATION WITH "GREEN INITIATIVES": Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives."
23. ASSIGNMENT: Landlord shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to the Tenant. and agrees that any such assignment without such notice shall be void for purposes of this Lease. Landlord shall file copies of any such notice with the Tenant and the U.S. Senate Sergeant at Arms at the notification addresses provided in the Lease, Tenant agrees not to assign or sublet the Premises.
24. SALE OR TRANSFER OF LEASED PREMISES: Landlord shall provide thirty (30) days' prior *written* notice to Tenant and the U.S. Senate Sergeant at Arms in the event of any sale to a third party of any part of the leased Premises, or Landlord transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and U.S. Senate Sergeant at Arms at the addresses in the Lease.
25. SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN: Landlord warrants that it holds such title to or other interest in the premises and other property as is necessary to the Tenant's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Tenant agrees, however, within twenty (20) business days next following the Tenant and the U.S. Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this lease so long as the Tenant is not in default under this lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the U.S. Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United-States Government entity.

26. **TENANT'S PERFORMANCE:** The Tenant enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this lease *are made* solely on behalf of the Senator (Tenant) in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for payment or otherwise and *such* Senator, in his official capacity, assumes all liability for performance of this lease agreement. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this agreement. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notice from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties, or similar fees arising from Tenant's default or otherwise.
- 29 **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract). Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms length, marketplace transaction. The Landlord and Tenant certify that the parties are not relatives, nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
30. **INCORPORATION:** This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
31. **MODIFICATIONS:** Any changes, additions, modifications or amendments to the lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the U.S. Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the U. S. Senate Sergeant at Arms at the notice address in this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C §6317 (Home State office space for Senators, lease of office space), 28 U.S.C. §§ 2671-80 (Federal Tort Claims Act) and 31 U.S.C. §§ 1341, 1517(a) (Antideficiency Act), shall be null and void.
32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises.

34. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
35. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
36. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Honorable John Kennedy
United States Senator

Date: _____

Date: _____



Monday, February 26, 2024

Item Title:

Steve Scalise Lease

Item Summary:

Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/21/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Steve Scalise, in his official capacity as United States Congressman to lease space in the TPCG-owned building at 7910 main street, Houma la 70360.

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizes Parish President to enter into a lease with the Congressman Steve Scalise

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

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		Revenue: \$3,000

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

_____s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND STEVE SCALISE, IN HIS OFFICIAL CAPACITY AS UNITED STATES CONGRESSMAN TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes "[a]ny political subdivision or agency of the state of Louisiana . . ., without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"; and

WHEREAS, TPCG finds that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with United States Congressman Steve Scalise in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

Section III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the_____ day of _____ 20_____.

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 20_____, at which meeting a quorum was present.

Given under my official signature and seal of this office on this_____ day of _____ 20_____.

Council Clerk
Terrebonne Parish Council

**LEASE AGREEMENT FOR
LEGISLATIVE OFFICE SPACE**

This is a lease agreement between Terrebonne Parish Consolidated Government and Steve Scalise Congressman, State Senator, District # 1 for lease of office space located at 7910 Main St. Houma, LA 70360. The

leased space consists of 152 square feet, at a rate of \$250 per month, as identified in the floor plan, a copy of which is attached hereto. In addition to the space utilized for the legislative offices, the Lessor shall also provide: utilities, maintenance, fax machine access, visitor parking, access to restrooms, use of waiting areas, and use (pre-scheduled) of conference areas and may provide janitorial services.

The term of the lease shall begin on March 14, 2024 and shall terminate on January 2, 2025. The rent shall be payable on the last day of each month and shall be remitted to Terrebonne Parish Consolidated Government at the following address: attn. CFO, PO Box 2768, Houma LA 70361.

In the event that Lessee no longer holds the office of Senator for Senate District # 1, the lease shall terminate at the end of the month following the month the vacancy occurred. The lease shall also terminate in the event that funding for the legislative district office is reduced or eliminated.

The Lessor acknowledges that the Lessee may designate the Louisiana State Senate as Lessee's agent whose mandate is limited to paying the rent on the leased premises.

Lessor shall be responsible for all repairs and maintenance to the leased premises.

This lease is for the purpose of providing office space for the member named in this instrument; no title, allowances, premiums, or anything of value shall inure to the benefit of the member at any time because of this agreement. The member named in this lease is not related by marriage or through blood relations in the first degree to anyone who has a financial interest either directly or indirectly in the property leased by the member.

Lessor agrees to carry fire and extended coverage insurance on the building structure equal to at least 80% of its value.

All of the covenants, provisions, terms, agreements, stipulations and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. However, the lease shall not be binding upon the heirs or successors of the Lessee.

Lessee:

Lessor:

(Signature)

Steve Scalise

(Printed Name)

State Senator District # 1

(Signature)

Jason W. Bergeron

(Printed Name)

Title Parish President

Address



Monday, February 26, 2024

Item Title:

Mike Fesi Lease

Item Summary:

Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Executive Summary
Ordinance	2/21/2024	Ordinance
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG Mike Fesi, in his official capacity as Louisiana State Senator to lease space in the TPCG-owned building at 7910 main street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizes Parish President to enter into a lease with the Mike Fesi

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

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		Revenue: \$6,000

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

s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) BETWEEN TPCG AND MIKE FESI, IN HIS OFFICIAL CAPACITY AS STATE OF LOUISIANA SENATOR TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes "[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"; and

WHEREAS, TPCG finds that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with Louisiana State Senator Mike Fesi in his official capacity, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

Section III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the____ day of _____ 20____.

Chairman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 20____, at which meeting a quorum was present.

Given under my official signature and seal of this office on this____ day of _____ 20_____.

Council Clerk
Terrebonne Parish Council

**LEASE AGREEMENT FOR
LEGISLATIVE OFFICE SPACE**

This is a lease agreement between _____ and _____, State Senator, District # _____ for lease of office space located at _____, LA _____. The leased space consists of _____ square feet, at a rate of \$_____ per month, as identified in the floor plan, a copy of which is attached hereto. In addition to the space utilized for the legislative offices, the Lessor shall also provide: utilities, maintenance, fax machine access, visitor parking, access to restrooms, use of waiting areas, and use (pre-scheduled) of conference areas and may provide janitorial services.

The term of the lease shall begin on _____ and shall terminate on _____. The rent shall be payable on the last day of each month and shall be remitted to _____ at the following address: _____.

In the event that Lessee no longer holds the office of Senator for Senate District #____, the lease shall terminate at the end of the month following the month the vacancy occurred. The lease shall also terminate in the event that funding for the legislative district office is reduced or eliminated.

The Lessor acknowledges that the Lessee may designate the Louisiana State Senate as Lessee's agent whose mandate is limited to paying the rent on the leased premises.

Lessor shall be responsible for all repairs and maintenance to the leased premises.

This lease is for the purpose of providing office space for the member named in this instrument; no title, allowances, premiums, or anything of value shall inure to the benefit of the member at any time because of this agreement. The member named in this lease is not related by marriage or through blood relations in the first degree to anyone who has a financial interest either directly or indirectly in the property leased by the member.

Lessor agrees to carry fire and extended coverage insurance on the building structure equal to at least 80% of its value.

All of the covenants, provisions, terms, agreements, stipulations and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. However, the lease shall not be binding upon the heirs or successors of the Lessee.

Lessee:

Lessor:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

State Senator District # _____

Title

Address



Monday, February 26, 2024

Item Title:

TEDA Lease

Item Summary:

Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Ordinance	2/22/2024	Ordinance
Backup	2/22/2024	Backup Material
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and TEDA to lease space in the TPCG-owned building at 7910 Main Street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizes Parish President to enter into a CEA with TEDA

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

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		Revenue: \$16,000

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

_____s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE
A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF
TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG)
BETWEEN TPCG AND TERREBONNE ECONOMIC DEVELOPMENT
AUTHORITY (TEDA) TO LEASE SPACE TO TEDA IN THE TPCG-OWNED
BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes "[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"; and

WHEREAS, TPCG finds that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with TEDA, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

Section III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the____ day of _____ 2024.

Chairman
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
FOR LEASE OF COMMERCIAL SPACE IN BUILDING OWNED BY
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
IN ACCORDANCE WITH LA. R.S. 41:1291

This agreement is entered into on the dates set forth herein by and between:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the state of Louisiana, PO Box 2768 Houma LA 70361 herein represented by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Ordinance No. _____, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823;

and

TENANT, identified as follows:

Name: Terrebonne Economic Development Association (TEDA)

EIN: _____

Check One: x political subdivision of the state of Louisiana
 _____ agency of the state of Louisiana
 _____ state of Louisiana
 _____ agency of the United States of America
 _____ United States of America
 _____ elected official in his/her official capacity
 _____ other: _____

Mailing Address: _____

Authorized Representative: Cohen Guidry

***attach proof of authority to this contract**

Title of Authorized Representative: Executive Director

Email Address for Notice Purposes: Cohen Guidry cguidry@tpeda.org

who is hereinafter designated as "Tenant";

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes “[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession”; and

WHEREAS, the parties agree that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

NOW, THEREFORE, BE IT AGREED by and between the parties herein that:

II. PURPOSE

The parties hereto enter into this Cooperative Endeavor Agreement to facilitate their shared goals of promoting and encouraging industrial development, economic stimulation, job creation, and offering accessibility of government offices to the public.

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be March 14, 2024.
2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.
3. **Holding Over.** If Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall have sixty (60) days in which the rent will remain the same as the rent due during the last year of the Lease Term. Thereafter, Tenant shall be a month-to-month Tenant at one hundred ten percent (110%) of the Rent for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. In the event Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall not be liable for any consequential damages. Acceptance by TPCG of Rent after such expiration shall not result in a renewal of this Lease. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether said notice is given on the rent paying date. This Section shall in no way constitute consent by TPCG to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit TPCG’s remedies in such event.

IV. LEASED PREMISES

1. **Description of Leased Premises.** TPCG leases to Tenant, and Tenant leases from TPCG a portion of that certain property located at **7910 Main St., Houma, Louisiana 70360**, (“Property”), which portion is more particularly described as follows:

- a. Office Suite Number(s): **300**;
- b. Consisting of a total of **1,276** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

2. **Amendment to Leased Premises.** The Leased Premises are subject to reallocation or amendment by TPCG. In that event, TPCG shall provide written notice to Tenant that TPCG intends to move Tenant to a new location on the Property (amended Leased Premises). Within 30 days of the date of notice Tenant shall respond in writing to either accept the amended Leased Premises or to provide Tenant’s intent to terminate this lease agreement. Failure by Tenant to timely respond shall be deemed an acceptance by Tenant of the amended Leased Premises. Tenant shall move, whether to the amended Leased Premises or to vacate the Property, within 90 days from the original date of notice by TPCG that it intended to move Tenant’s Leased Premises.

3. **Parking.** Subject to the parking requirement of TPCG, TPCG may allocate parking spots to Tenant based on needs. Any parking spots on the Property allocated to the Tenant shall be subject to reallocation by TPCG.

V. RENT and OTHER CONSIDERATION

Commencing upon the execution date of this lease ("Rent Commencement Date"), Tenant agrees to pay to TPCG **via ACH, or via mail at P.O. Box 6097, Houma, LA 70361** or at such other place as TPCG may from time to time designate, the following rent:

1. **Rent.** Tenant shall pay Rent in an amount of \$1.17 per square foot per month (or \$1,333.33 per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees, compensation, and other applicable consideration at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Additional consideration (optional).** If applicable to this agreement, and in lieu of Tenant's payment of the full market value of rent to TPCG, Tenant agrees, as additional consideration of lease of Leased Premises herein, to perform the public services identified in the attached Schedule of Additional Consideration, which is made a part of this agreement.
4. **Security Deposit.** Waived.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful public purpose in furtherance of its goals and mission in Terrebonne Parish. Should Tenant be associated with a non-profit corporation authorized to do and doing business in Terrebonne Parish, which was created for the express purpose of assisting Tenant in carrying out its objectives, Tenant may share, sublet, or grant a limited right of use of the Leased Premises to that non-profit for purposes consistent with Tenant's operations, provided Tenant causes its support non-profit to submit certificates of insurance to TPCG consistent with Tenant's insurance requirements herein below. Insurance certificates are subject to approval. Under no circumstances shall such non-profit's occupancy exceed the effective date of this Agreement. Such non-profit's occupancy of the Leased Premises shall not diminish Tenant's obligations or rights under this agreement.

Tenant shall obey and comply with all laws, ordinances, rules, and regulations of any duly constituted authority applicable to Tenant's use or occupancy of the Leased Premises and shall not use or allow the Leased Premises to be used for any immoral, unlawful, or objectionable purposes. Tenant shall not commit, or allow to be committed, any nuisance, public or private, or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of, or otherwise injure any other Tenants or occupants of the Property. Tenant shall not permit any discharge of firearms in or about the Leased Premises or maintain animals of any kind whatsoever upon the Leased Premises. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (a) invalidate any policy of insurance now or hereafter carried by TPCG on the Property, or (b) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses TPCG for any increase in premium charged.

2. **Alterations.** TENANT shall not make any permanent alterations or additions to the Leased Premises, without TPCG's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises,

unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

At all times during the effective dates of this Agreement (and any period of early entry or occupancy or holding over by Tenant, if applicable), TPCG shall at all times during the Term of this Agreement, carry a policy of insurance which insures the Property, including the Leased Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); provided, however, that TPCG shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant or which Tenant may have in on the Property or any trade fixtures installed by or paid for by Tenant on the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises; and, notwithstanding anything contained herein to the contrary, TPCG may self-insure for the same risks described in this section.

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its

commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

5. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

VIII. INDEMNIFICATION

TENANT agrees to protect, defend, release, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers and invitees (hereinafter referred to as "TPCG Group"), from and against all claims, demands, complaints, losses, fines, penalties, citations, damages, suits, judgments, orders, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, including, but not limited to court costs, reasonable attorneys' fees and expert witness fees, which may occur or in any way grow, directly or indirectly out of (a) any act or omission of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

TPCG agrees to defend, indemnify, save and hold harmless TENANT, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TENANT as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TENANT.

In the event of joint and concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana. Neither party waives any governmental immunity or defenses available to it under Louisiana law.

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as

required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

3. All such maintenance and repair shall be of a class or quality which is at least equal to the original work or construction in the Property and shall otherwise be completed to the reasonable satisfaction of TPCG and shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics, or others approved by TPCG in writing, but at the expense of Tenant.

4. Tenant shall deliver to TPCG prompt written notice of any needed repairs to plumbing, heating or air conditioning, or electrical lines located in, servicing, or passing through the Leased Premises, and such repairs as are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees, in which event Tenant shall bear the expense of any such repairs.

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

6. TPCG's entry for inspection and maintenance. TPCG reserves the right to enter the Leased Premises at reasonable times upon reasonable prior written notice to Tenant, to inspect the Leased Premises, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Leased Premises are located, exercising commercially reasonable diligence, and Tenant agrees to permit TPCG to do so.

X. DEFAULT

The occurrence of any of the following shall be a "Default":

1. Tenant fails to pay any Rent within five (5) days after written notice the same is due.
2. Tenant fails to perform or observe any other term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from TPCG.
3. Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days without paying Rent as required under this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of non-payment of Rent three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at TPCG's option, represent a separate Default.

XI. REMEDIES

Upon the occurrence of any Default, TPCG shall have the following, non-exclusive rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG

shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

2. Without terminating this Lease, TPCG may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to TPCG, and TPCG may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that TPCG may have. Upon termination of possession, TPCG may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to TPCG an amount equal to (i) the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by TPCG by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, Tenant finish improvements, brokers' commissions, and attorneys' fees, and (iii) all unpaid Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

XII. TERMINATION

In addition to any other provision herein, this Agreement may be terminated under any or all of the following conditions:

1. By written mutual agreement and consent of TPCG and TENANT.
2. By written notice by TPCG as a consequence of the failure of Tenant to comply with any term and condition of this Agreement, other than payment of rent, in a satisfactory manner, after providing written notice of default and a thirty (30) day opportunity to cure any breach, proper allowance being made for circumstances beyond the control of either party, but not to exceed ninety (90) days.
3. By 90 days' written notice by TPCG to Tenant that the Leased Premises has become necessary for use by the public after a declaration of necessity by the governing authority for the TPCG.
4. Indemnification and insurance requirements necessary to cover indemnification obligations shall survive the termination or expiration of this agreement.

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG

shall, upon written notice from Tenant to TPCG of such damage, promptly and with due diligence repair the damage to the Premises. If, in TPCG's reasonable opinion, the Leased Premises can be restored within one hundred eight (180) days after the casualty, but the restoration is not substantially completed within two hundred ten (210) days after the date of the casualty (plus reasonable extensions attributable to Tenant delays or force majeure delays), Tenant may terminate this Lease by giving written notice to TPCG no later than the date that is two hundred forty (240) days after said casualty, but prior to the substantial completion of the repairs. If such repairs cannot, in TPCG's reasonable opinion, be made within said one hundred eight (180) day period, then either party may, at its option, exercisable by written notice given to the other party within sixty (60) days after the date of the casualty, elect to terminate the Lease as of the date of said casualty event. In the event neither party elects to terminate the Lease as provided herein, TPCG shall, at TPCG's expense, repair and restore the Leased Premises as provided and, in such event the Lease shall remain in full force and effect, but Rent shall be abated during the time that the Leased Premises is unusable because of any such damage.

XV. NOTICES

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address first set forth above in this Agreement. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

XVI. ADDITIONAL TERMS AND CONDITIONS

Provided an acceptable non-disturbance agreement is provided to Tenant, this Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust, ground or underlying lease, or any other method of financing or refinancing now or hereafter encumbering the Leased Premises ("Mortgage Lien"), and to all advances made, or hereafter to be made upon the security thereof, and to all increases, renewals, amendments, modifications, consolidations, spreaders, replacements, substitutions, and/or extensions of any such Mortgage Lien and to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Leased Premises of record. If any such Mortgage Lien be foreclosed, upon request of the mortgagee, lessor, or beneficiary ("TPCG's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. Within ten (10) days following receipt of a written request from TPCG and an acceptable non-disturbance agreement, Tenant shall execute and deliver to TPCG, without cost, any instrument that TPCG deems reasonably necessary or desirable to confirm the subordination of this Lease.

Other than specifically authorized herein, TENANT shall not assign, subcontract or otherwise transfer any rights or privileges under this Agreement without the written consent of TPCG.

The failure of TPCG or TENANT to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

Notwithstanding any provision herein, in the event sufficient funds for the performance of this contract are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by TPCG giving notice to TENANT of such facts and the Parish's intention to terminate its financial obligation.

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

This contract embodies the complete agreement of the parties, superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

This Lease Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through an electronic signing system implemented by either Party will also be deemed the same as an original executed signature page. Tenant shall, in addition to any electronic copy delivered, deliver one “ink-signed” original of this Agreement to TPCG. TPCG shall combine Tenant’s original signature page with TPCG’s original signature page for this Agreement for purposes of filing it for record with the Recorder of Mortgages and/or Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide Tenant with a file-stamped copy of the Lease Agreement.

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH

CONSOLIDATED GOVERNMENT:

X: _____

JASON W. BERGERON, PARISH PRESIDENT

OR NOAH J. LIRETTE, CHIEF

ADMINISTRATIVE OFFICER

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of _____, county/parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

TENANT:

X: _____

BY:

ITS:

SCHEDULE OF ADDITIONAL CONSIDERATION

In addition to the rent as provided for in this cooperative endeavor agreement, Tenant agrees to provide TPCG with additional consideration for the Lease, as follows:

a. Tenant and TPCG agree to terminate that certain *Cooperative Endeavor Agreement Lease of Premises*, entered into between TPCG and TEDA on May 15, 2019, filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1650758. Termination shall be effective on the same effective day as this Cooperative Endeavor Agreement.

b. TENANT agrees to operate its facilities and serve the public in Terrebonne Parish to facilitate the mutual goals of the parties.

c. TENANT shall prepare, adopt, and administer its annual budgets in compliance with the Louisiana Local Government Budget Act, R.S. 39:1301 *et seq.*, and in accordance with the following:

1. TENANT shall submit a proposed budget to the TPCG through the Terrebonne Parish Council and the Terrebonne Parish CFO in October of the year preceding each fiscal year that TENANT proposes to obtain funding through TPCG-collected taxes. Funding of TENANT's budget shall be subject to approval by TPCG through standard parish budgetary procedures. TENANT understands and acknowledges that all funds provided to TENANT by TPCG are from public taxes collected by TPCG.
2. To the extent authorized by law, TENANT shall adopt its annual budget only after approval by TPCG.
3. Subsequent to adoption of the annual operating budget and any capital budget of TENANT, any amendments or modifications thereto shall be subject to approval by the Terrebonne Parish Council.
4. TENANT shall operate within its adopted budget.
5. TENANT, at its own expense and upon the ending of its fiscal year, shall have an annual audit performed by an independent Certified Public Accountant and the results shall be presented to the Terrebonne Parish Council, Administration, and general public.
6. TENANT shall provide TPCG's CFO with copies of the monthly financial reports TENANT submits to its Board for monthly meetings.
7. Following the end of the fiscal year, TENANT shall provide TPCG with a report of any surplus funds from TPCG funding. The report shall include TENANT's intentions for the surplus funds.

d. Once annually during the term of this Agreement and any extension, TENANT agrees to submit to Terrebonne Parish Consolidated Government, through the Parish President and the Parish Council, a financial statement and activities report describing the activities undertaken towards achieving the goals and measured outcomes as defined within the Strategic Plan for Economic Development and other relevant information in the preceding twelve-month period under this Agreement. These reports are to be submitted to the Parish President and the Parish Council no later than thirty (30) days after June 1 of each year.

e. TENANT will operate at all times in accordance with all applicable local, state and federal laws, and in accordance with the provisions of this Intergovernmental Agreement.

f. At TENANT's request, TPCG may agree to TENANT's use of the TPCG Finance Department to perform accounting services for TENANT, with the exception of audit and payroll services, subject to a reimbursement for said services.

- g. TPCG may authorize TENANT to participate in TPCG’s group health benefits plan at TENANT’s expense.
- h. TPCG shall assist TENANT in the purchase of supplies, material, and services through TPCG’s Purchasing Department in accordance with applicable guidelines. TENANT shall promptly reimburse TPCG for any supplies, material and services purchased in this manner.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

X:_____ date:_____
JASON W. BERGERON, PARISH PRESIDENT
OR NOAH J. LIRETTE, CHIEF ADMINISTRATIVE OFFICER

TENANT:

X:_____ date:_____
BY:
ITS:



Monday, February 26, 2024

Item Title:

Fletcher

Item Summary:

Consider the introduction of an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma, LA 70360 and call a public hearing Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/22/2024	Executive Summary
Ordinance	2/22/2024	Ordinance
Backup	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President to execute a cooperative endeavor agreement on behalf of Terrebonne Parish Consolidated Government (TPCG) between TPCG and Fletcher Technical Community College to lease space in the TPCG-owned building at 7910 Main Street, Houma La 70360.

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizes Parish President to enter into a CEA with Fletcher

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

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		Revenue: \$126,000

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

s/Kandace M. Mauldin, CFO

Signature

2/21/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE
A COOPERATIVE ENDEAVOR AGREEMENT ON BEHALF OF
TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG)
BETWEEN TPCG AND FLETCHER TECHNICAL COMMUNITY COLLEGE
(FLETCHER) LEASE SPACE TO FLETCHER IN THE TPCG-OWNED
BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes "[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession"; and

WHEREAS, TPCG finds that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

WHEREAS, TPCG Code Section 2-11 requires an ordinance to lease TPCG property; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a cooperative endeavor agreement with Fletcher, not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

Section III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the____ day of _____ 2024.

Chairman
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
FOR LEASE OF COMMERCIAL SPACE IN BUILDING OWNED BY
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
IN ACCORDANCE WITH LA. R.S. 41:1291

This agreement is entered into on the dates set forth herein by and between:

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the state of Louisiana, PO Box 2768 Houma LA 70361 herein represented by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Ordinance No. _____, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823;

and

TENANT, identified as follows:

Name: Fletcher Technical Community College

EIN: 72-0772772

Check One: ☐ political subdivision of the state of Louisiana

☒ agency of the state of Louisiana

☐ state of Louisiana

☐ agency of the United States of America

☐ United States of America

☐ elected official in his/her official capacity

☐ other: _____

Mailing Address: 1407 Hwy 311, Schriever, LA 70395

Authorized Representative: Kristine Strickland

***attach proof of authority to this contract**

Title of Authorized Representative: Chancellor

Email Address for Notice Purposes: Kristine.Strickland@fletcher.edu

who is hereinafter designated as "Tenant";

WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,

WHEREAS, Louisiana Revised Statute 41:1291 authorizes “[a]ny political subdivision or agency of the state of Louisiana . . . , without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession”; and

WHEREAS, the parties agree that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

NOW, THEREFORE, BE IT AGREED by and between the parties herein that:

II. PURPOSE

The parties hereto enter into this Cooperative Endeavor Agreement to facilitate their shared goals of promoting and encouraging industrial development, economic stimulation, job creation, and offering accessibility of government offices to the public.

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be March 14, 2024.

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be three (3) years, commencing on the effective date (“Initial Term”). This agreement may be renewed in writing by mutual written consent for two subsequent three-year **Renewal Terms**.

3. **Holding Over.** If Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall have sixty (60) days in which the rent will remain the same as the rent due during the last year of the Lease Term. Thereafter, Tenant shall be a month-to-month Tenant at one hundred ten percent (110%) of the Rent for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. In the event Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall not be liable for any consequential damages. Acceptance by TPCG of Rent after such expiration shall not result in a renewal of this Lease. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether said notice is given on the rent paying date. This Section shall in no way constitute consent by TPCG to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit TPCG’s remedies in such event.

IV. LEASED PREMISES

1. **Description of Leased Premises.** TPCG leases to Tenant, and Tenant leases from TPCG a portion of that certain property located at **7910 Main St., Houma, Louisiana 70360**, (“Property”), which portion is more particularly described as follows:

- a. Office Suite Number(s): **301**;
- b. Consisting of a total of **5,931** square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

2. **Amendment to Leased Premises.** The Leased Premises are subject to reallocation or amendment by TPCG. In that event, TPCG shall provide written notice to Tenant that TPCG intends to move Tenant to a new location on the Property (amended Leased Premises). Within 30 days of the date of notice Tenant shall respond in writing to either accept the amended Leased Premises or to provide Tenant’s intent to terminate this lease agreement. Failure by Tenant to timely respond shall be deemed an acceptance by Tenant of the amended Leased Premises. Tenant shall move, whether to the amended Leased Premises or to vacate the Property, within 90 days from the original date of notice by TPCG that it intended to move Tenant’s Leased Premises.

3. **Parking.** Subject to the parking requirement of TPCG, TPCG may allocate parking spots to Tenant based on needs. Any parking spots on the Property allocated to the Tenant shall be subject to reallocation by TPCG.

V. RENT and OTHER CONSIDERATION

Commencing upon the execution date of this lease ("Rent Commencement Date"), Tenant agrees to pay to TPCG **via ACH, or via mail at P.O. Box 6097, Houma, LA 70361** or at such other place as TPCG may from time to time designate, the following rent:

1. **Rent.** Tenant shall pay Rent in an amount of \$1.70 per square foot per month (or \$5,193) per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees, compensation, and other applicable consideration at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Additional consideration (optional).** If applicable to this agreement, and in lieu of Tenant's payment of the full market value of rent to TPCG, Tenant agrees, as additional consideration of lease of Leased Premises herein, to perform the public services identified in the attached Schedule of Additional Consideration, which is made a part of this agreement.
4. **Security Deposit.** Waived.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful public purpose in furtherance of its goals and mission in Terrebonne Parish. Should Tenant be associated with a non-profit corporation authorized to do and doing business in Terrebonne Parish, which was created for the express purpose of assisting Tenant in carrying out its objectives, Tenant may share, sublet, or grant a limited right of use of the Leased Premises to that non-profit for purposes consistent with Tenant's operations, provided Tenant causes its support non-profit to submit certificates of insurance to TPCG consistent with Tenant's insurance requirements herein below. Insurance certificates are subject to approval. Under no circumstances shall such non-profit's occupancy exceed the effective date of this Agreement. Such non-profit's occupancy of the Leased Premises shall not diminish Tenant's obligations or rights under this agreement.

Tenant shall obey and comply with all laws, ordinances, rules, and regulations of any duly constituted authority applicable to Tenant's use or occupancy of the Leased Premises and shall not use or allow the Leased Premises to be used for any immoral, unlawful, or objectionable purposes. Tenant shall not commit, or allow to be committed, any nuisance, public or private, or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of, or otherwise injure any other Tenants or occupants of the Property. Tenant shall not permit any discharge of firearms in or about the Leased Premises or maintain animals of any kind whatsoever upon the Leased Premises. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (a) invalidate any policy of insurance now or hereafter carried by TPCG on the Property, or (b) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses TPCG for any increase in premium charged.

2. **Alterations.** TENANT shall not make any permanent alterations or additions to the Leased Premises, without TPCG's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises,

unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Property Rules.** Tenant acknowledges receipt of, and it shall comply with, all written rules of the Property promulgated by TPCG, which may be amended from time to time, for the safety, care, and cleanliness of the Property and for preservation of good order. It shall train its employees and inform its agents, assigns, and invitees of those rules.

5. **Disclaimer.** TENANT STIPULATES AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

At all times during the effective dates of this Agreement (and any period of early entry or occupancy or holding over by Tenant, if applicable), TPCG shall at all times during the Term of this Agreement, carry a policy of insurance which insures the Property, including the Leased Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); provided, however, that TPCG shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant or which Tenant may have in on the Property or any trade fixtures installed by or paid for by Tenant on the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises; and, notwithstanding anything contained herein to the contrary, TPCG may self-insure for the same risks described in this section.

TENANT shall maintain at its cost the following insurance coverage for injury to persons or property during its occupancy and use of the Leased Premises:

1. commercial general insurance liability coverage for injury to persons or property occurring covering Tenant's use of the Leased Premises, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) DOLLARS to apply in the case of one person injured, FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) to apply in the case of any one occurrence, and FIVE HUNDRED THOUSAND AND NO/00 (\$500,000.00) for property damage.
2. all statutorily required insurance or coverage required by virtue of the nature of the enterprise or business conducted on the Leased Premises, including but not limited to necessary workers' compensation coverage for employees and automobile liability coverage for any business vehicle utilizing the parking areas.
3. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.
4. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its

commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

5. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

VIII. INDEMNIFICATION

TENANT agrees to protect, defend, release, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers and invitees (hereinafter referred to as "TPCG Group"), from and against all claims, demands, complaints, losses, fines, penalties, citations, damages, suits, judgments, orders, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, including, but not limited to court costs, reasonable attorneys' fees and expert witness fees, which may occur or in any way grow, directly or indirectly out of (a) any act or omission of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

TPCG agrees to defend, indemnify, save and hold harmless TENANT, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TENANT as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TENANT.

In the event of joint and concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana. Neither party waives any governmental immunity or defenses available to it under Louisiana law.

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as

required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

3. All such maintenance and repair shall be of a class or quality which is at least equal to the original work or construction in the Property and shall otherwise be completed to the reasonable satisfaction of TPCG and shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics, or others approved by TPCG in writing, but at the expense of Tenant.

4. Tenant shall deliver to TPCG prompt written notice of any needed repairs to plumbing, heating or air conditioning, or electrical lines located in, servicing, or passing through the Leased Premises, and such repairs as are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees, in which event Tenant shall bear the expense of any such repairs.

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

6. TPCG's entry for inspection and maintenance. TPCG reserves the right to enter the Leased Premises at reasonable times upon reasonable prior written notice to Tenant, to inspect the Leased Premises, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Leased Premises are located, exercising commercially reasonable diligence, and Tenant agrees to permit TPCG to do so.

X. DEFAULT

The occurrence of any of the following shall be a "Default":

1. Tenant fails to pay any Rent within five (5) days after written notice the same is due.
2. Tenant fails to perform or observe any other term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from TPCG.
3. Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days without paying Rent as required under this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of non-payment of Rent three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at TPCG's option, represent a separate Default.

XI. REMEDIES

Upon the occurrence of any Default, TPCG shall have the following, non-exclusive rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG

shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

2. Without terminating this Lease, TPCG may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to TPCG, and TPCG may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that TPCG may have. Upon termination of possession, TPCG may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to TPCG an amount equal to (i) the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by TPCG by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, Tenant finish improvements, brokers' commissions, and attorneys' fees, and (iii) all unpaid Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

XII. TERMINATION

In addition to any other provision herein, this Agreement may be terminated under any or all of the following conditions:

1. By written mutual agreement and consent of TPCG and TENANT.
2. By written notice by TPCG as a consequence of the failure of Tenant to comply with any term and condition of this Agreement, other than payment of rent, in a satisfactory manner, after providing written notice of default and a thirty (30) day opportunity to cure any breach, proper allowance being made for circumstances beyond the control of either party, but not to exceed ninety (90) days.
3. By 90 days' written notice by TPCG to Tenant that the Leased Premises has become necessary for use by the public after a declaration of necessity by the governing authority for the TPCG.
4. Indemnification and insurance requirements necessary to cover indemnification obligations shall survive the termination or expiration of this agreement.

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG

shall, upon written notice from Tenant to TPCG of such damage, promptly and with due diligence repair the damage to the Premises. If, in TPCG's reasonable opinion, the Leased Premises can be restored within one hundred eight (180) days after the casualty, but the restoration is not substantially completed within two hundred ten (210) days after the date of the casualty (plus reasonable extensions attributable to Tenant delays or force majeure delays), Tenant may terminate this Lease by giving written notice to TPCG no later than the date that is two hundred forty (240) days after said casualty, but prior to the substantial completion of the repairs. If such repairs cannot, in TPCG's reasonable opinion, be made within said one hundred eight (180) day period, then either party may, at its option, exercisable by written notice given to the other party within sixty (60) days after the date of the casualty, elect to terminate the Lease as of the date of said casualty event. In the event neither party elects to terminate the Lease as provided herein, TPCG shall, at TPCG's expense, repair and restore the Leased Premises as provided and, in such event the Lease shall remain in full force and effect, but Rent shall be abated during the time that the Leased Premises is unusable because of any such damage.

XV. NOTICES

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address first set forth above in this Agreement. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

XVI. ADDITIONAL TERMS AND CONDITIONS

Provided an acceptable non-disturbance agreement is provided to Tenant, this Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust, ground or underlying lease, or any other method of financing or refinancing now or hereafter encumbering the Leased Premises ("Mortgage Lien"), and to all advances made, or hereafter to be made upon the security thereof, and to all increases, renewals, amendments, modifications, consolidations, spreaders, replacements, substitutions, and/or extensions of any such Mortgage Lien and to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Leased Premises of record. If any such Mortgage Lien be foreclosed, upon request of the mortgagee, lessor, or beneficiary ("TPCG's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. Within ten (10) days following receipt of a written request from TPCG and an acceptable non-disturbance agreement, Tenant shall execute and deliver to TPCG, without cost, any instrument that TPCG deems reasonably necessary or desirable to confirm the subordination of this Lease.

Other than specifically authorized herein, TENANT shall not assign, subcontract or otherwise transfer any rights or privileges under this Agreement without the written consent of TPCG.

The failure of TPCG or TENANT to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

Notwithstanding any provision herein, in the event sufficient funds for the performance of this contract are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by TPCG giving notice to TENANT of such facts and the Parish's intention to terminate its financial obligation.

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

This contract embodies the complete agreement of the parties, superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

This Lease Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through an electronic signing system implemented by either Party will also be deemed the same as an original executed signature page. Tenant shall, in addition to any electronic copy delivered, deliver one “ink-signed” original of this Agreement to TPCG. TPCG shall combine Tenant’s original signature page with TPCG’s original signature page for this Agreement for purposes of filing it for record with the Recorder of Mortgages and/or Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide Tenant with a file-stamped copy of the Lease Agreement.

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH

CONSOLIDATED GOVERNMENT:

X: _____

JASON W. BERGERON, PARISH PRESIDENT

OR NOAH J. LIRETTE, CHIEF

ADMINISTRATIVE OFFICER

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of _____, county/parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

TENANT:

X: _____

BY:

ITS:



Monday, February 26, 2024

Item Title:

2024 Various Items for Budget Amendment

Item Summary:

Consider the introduction of an ordinance to amend the 2024 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

I. Bayou Country Sports Park, \$1,000,000

II. Houma Fire Department, \$200

III. Houma Police Department-Opioid Abatement, \$354,244

and call a public hearing on said matter on Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2024 Various Items for Budget Amendment	2/22/2024	Executive Summary
2024 Various Items for Budget Amendment	2/22/2024	Budget Amendment
2024 Various Items for Budget Amendment	2/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. I. Bayou Country Sports Park, \$1,000,000 II. Houma Fire Department, \$200 III. Houma Police Department-Opioid Abatement, \$354,244

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

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

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

/s/ Kayla Dupre
Signature

February 22, 2024
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Bayou Country Sports Park, \$1,000,000
- II. Houma Fire Department, \$200
- III. Houma Police Department-Opioid Abatement, \$354,244

SECTION I

WHEREAS, the State of Louisiana, Department of the Treasurer has awarded \$1,000,000 for the Bayou Country Sports Park, and

WHEREAS, the funds will be used for the construction of a multi-use field at the Bayou Country Sports Park.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2024 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment A)

SECTION II

WHEREAS, the Houma Fire Department received a donation of \$200, and

WHEREAS, the donations will be put into the Operating Supplies account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Houma Fire Department. (Attachment B)

SECTION III

WHEREAS, TPCG has entered into an MOU with the Opioid Abatement Administration Corporation, and

WHEREAS, TPCG has been identified in the MOU as a non-qualified and a non-lead parish, and

WHEREAS, this designation allows TPCG to receive proceeds directly to be used as an approved purpose of the Opioid Abatement Strategies which include treatment, prevention, and other strategies, and

WHEREAS, TPCG has been awarded an additional \$354,244 and would like to budget in the Houma Police Department equipment budget.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Opioid Abatement. (Attachment C)

SECTION IV

If any work, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION V

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

Prepared By: Finance Department
PC File: 2024-Various Items – E
Date Prepared: 2/21/24 BA #5

ATTACHMENT A - Bayou Country Sports Park

	2024		
	Adopted	Change	Amended
Act 397 of 2023 State Aide	-	(1,000,000)	(1,000,000)
Parish Sports Park Complex	2,098,036	1,000,000	3,098,036

ATTACHMENT B - Houma Fire Department

	2024		
	Adopted	Change	Amended
Donations		(200)	(200)
Operating Supplies	20,000	200	20,200

ATTACHMENT C - Houma Police Department

	2023		
	Adopted	Change	Amended
Opioid Abatement		354,244	354,244
Fund Balance (Decrease)	n/a	(354,244)	n/a

Section I



TREASURER OF THE STATE OF LOUISIANA

John Fleming, MD
State Treasurer

P.O. Box 44154
Baton Rouge, LA 70804
(225) 342-0010
www.latreasury.com

January 19, 2024

Honorable Gordon Dove, Parish President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70360

RE: Act 397 of 2023 State Aid to Local Government Entities
CEA #24-945-325

Dear President Dove:

Enclosed please find a copy of the executed Cooperative Endeavor Agreement between the Terrebonne Parish Consolidated Government and the Department of the Treasury, State of Louisiana.

In accordance with Section 2.2 of the agreement, you are required to submit quarterly completed Attachments C, D, D-1 (if appropriate) and invoices and/or check copies to substantiate the expenditures of these funds. This information must be organized, totaled and presented to Treasury by expense category as listed in the Budget on Attachment B of the agreement. Reimbursements will be made based on these reports.

Please note that the monies are to be expended within the terms of the contract.

If we can be of further assistance, please contact Mrs. Crystal Schmolke at (225) 342-0056.

659-501-8913-20 \$1,000,000.00
659-000-6343-37 \$1,000,000.00
Sincerely,
Lindsay Schexnayder
Chief Financial Officer

LS:cs

Enclosure

RECEIVED

FEB 07 2024

TPCG FINANCE DEPT.

CEA 24-945-325

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Terrebonne Parish Consolidated Government officially domiciled at 8026 Main Street, 7th Floor, Houma, LA 70360, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency's budget for the benefit of Terrebonne Parish Consolidated Government of which the sum of **ONE MILLION & NO/100 (\$1,000,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: the construction of a multi-use field at Bayou Country Sportsplex
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contracting Party shall: Plan, design and construct a multi-use field at the Bayou Country Sportsplex
- 2.2 Deliverables: the Contracting Party shall construct a multi-use field at the Bayou Country Sportsplex, aka Bayou Country Sport Park. The Contracting Party shall accomplish this task by having the necessary plans, engineering drawings, specifications, and other relevant materials prepared in order to publicly bid and award the construction. The Contracting party shall construct these improvements via an appropriately licensed construction contractor.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **ONE MILLION & NO/100 (\$1,000,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting

Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

- 4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):
- ☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.
- ☒ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**
- ☒ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.
- 4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.
- 4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001390.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 4 day of January, 2024

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

<u>Jasmine D. ...</u>	<u>State Treasurer</u>
	<u>Print Name and Title</u>

Agency Head or Designee

THUS DONE AND SIGNED AT Houma, Louisiana on the 30 day, of Nov., 2023.

WITNESSES:

Contracting Party

<u>Kandace M. Naudin</u>	<u>Gordon E. Dove, Parish President</u>
	<u>Print Name and Title</u>

Authorized Person

<p align="center">ATTACHMENT A - PLAN</p> <p align="center">2023 Regular Legislative Session Schedule 20</p>		<p>NAME OF CONTRACTING PARTY:</p> <p>Terrebonne Parish Consolidated Government</p>
<p>NAME AND BRIEF NARRATIVE OF PROGRAM:</p> <p>Bayou Country Sportsplex construction of a multi-use field</p>		<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program. Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p> <p>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) To construct a multi-use field at the Bayou Country Sportsplex (aka Bayou Country Sports Park) to continue to provide recreational opportunities to citizens of the State, and specifically Terrebonne Parish and the surrounding areas.</p> <p>2. Program Objective(s) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number). 1. Spend \$1,000,000 on the multi-use field project by June 30, 2024 2. have 100% completion of the multi-use field by June 30, 2024 3.</p> <p>3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) Complete the Plans and Specifications required to bid the project; Bid and award the project according to public bid law; manage the construction of the project to successful completion.</p> <p>4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number). 1. Amount spent on the multi-use field project 2. Percent of multi-use field complete 3.</p>

ATTACHMENT B

Page 1

Project Budget (2023-2024)

2023 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

Anticipated Income or Revenue

Sources (list all sources of revenue)

1. Act 397 Appropriation

2.

3.

Total all sources

Amounts

\$ 1,000,000

\$

\$

\$ 1,000,000

Anticipated Expenses

Expense Categories

	<u>Total Amount</u>	<u>Amount Line Item Appropriation</u>
--	---------------------	---------------------------------------

(see Footnote 1 below)

Gross Salaries(See Attachment B, Page 2)

Related Benefits (Employer share)

Travel

Operating Services:

Advertising

Printing

Insurance

Maintenance of Equipment

Maintenance of Office and Grounds

Rentals

Software licensing

Dues and Subscriptions

Telephones and Internet Service

Postage

Utilities

Other

Office Supplies

Professional & Contract Services

(See Attachment B, Page 3)

Other Charges (See Attachment B, Page 4)

Acquisitions & Major Repairs

Total Use of the Appropriation

(see Footnote 1 below)

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$ 1,000,000

\$

\$

\$ 1,000,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation

provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
Staffing Chart
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government
 Name of Program: Bayou Country Sportsplex

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation Amount	Related Benefits	Full time or Part Time # of months
NOT APPLICABLE					
Totals		\$	\$	\$	

ATTACHMENT B
Page 3
Schedule of Professional and Other Contract Services
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government
 Name of Program: Bayou Country Sportsplex

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
To be determined	Construction of Multi-use field	\$1,000,000	\$1,000,000
Totals		\$ 1,000,000	\$ 1,000,000

ATTACHMENT B
Page 4
Schedule of Other Charges
2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government _____

Name of Program: Bayou Country Sportsplex _____

<p>Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.</p>	<p>List dollar Amount for each use</p>
<p align="center">1. NOT APPLICABLE</p>	
<p>Total – Should agree with Attachment B, Page 1</p>	<p>\$</p>

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
2023 Regular Legislative Session

Schedule 20

Terrebonne Parish Consolidated Government

NOT APPLICABLE

ATTACHMENT C

Progress Report for the Period of

2023 Regular Legislative Session

to

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Terrebonne Parish Consolidated Government

Contact Name: Kandace M. Mauldin

Telephone: (985) 873-6453

Goal:	
To construct a multi-use field at the Bayou Country Sportsplex (aka Bayou Country Sports Park) to continue to provide recreational opportunities to citizens of the State, and specifically Terrebonne Parish and the surrounding areas.	
Objective(s):	
1. Spend \$1,000,000 on the multi-use field project by June 30, 2024	
2. have 100% completion of the multi-use field by June 30, 2024	
Activity(Activities) Performed:	
Complete the Plans and Specifications required to bid the project; Bid and award the project according to public bid law; manage the construction of the project to successful completion.	
Performance Measure(s):	
1. Amount spent on the multi-use field project	3. 2. Percent of multi-use field complete 1. 2. 3. %, \$ amt. or number complete
2. Percent of multi-use field complete	
3.	

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Schedule 20

Name of Contracting Party: Terrebonne Parish Consolidated Government
Name of Program: Bayou Country Sportsplex

Expense Category	Amount of Line Item Appropriation from Attachment B, Page 1	Quantity	Total Cumulative, as of Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software Licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	\$1,000,000			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$1,000,000			

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

2023 Regular Legislative Session

Name of Contracting Party: Terrebonne Parish Consolidated Government

Instructions: List each individual and/or firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

000'000'D

Totals

I hereby certify that I have reviewed the above authorized representative of the organization

Print Name and Title

41

ATTACHMENT E
Disclosure and Certification Statement
2023 Regular Legislative Session

Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Govt

Contractor's Mailing Address: PO Box 2768, Houma, LA 70361

Name of Program: Terrebonne Sports Complex

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Gordon E. Dove, Parish President, PO Box 2168, Houma, La 70361; gdove@tpecg.org
Kandace M. Mauldin, CFO, PO Box 2168, Houma, La 70361; kmauldin@tpecg.org
David Rome, Public Works Director, PO Box 2168, Houma, La 70361; drome@tpecg.org

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

See Above

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☒ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (**ATTACH COPY OF AUDIT FINDINGS**)

Attach a completed Federal Form 990 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.



Signature of Authorized Person

Gordon E. Dove, Parish President

Print Name and Title

11/30/2023
Date

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Terrebonne Parish Consolidated Government

2 Business name/disregarded entity name, if different from above

3

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶

Government

5 Address (number, street, and apt. or suite no.) See instructions.

8026 Main Street

6 City, state, and ZIP code

Houma, LA 70360

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

7 2 - 6 0 0 1 3 9 0

or

Employer identification number

7 2 - 6 0 0 1 3 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Kayla Dupuy

Date ▶

1-3-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

**INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED-UPON PROCEDURES**

To the Parish President and the
Terrebonne Parish Council,
Houma, Louisiana.

We have performed the procedures described in Schedule 1 on the control and compliance (C/C) areas identified in the Louisiana Legislative Auditor's (LLA) Statewide Agreed-Upon Procedures (SAUP) for the fiscal period January 1, 2022 through December 31, 2022. Terrebonne Parish Consolidated Government (the "Parish") management is responsible for those C/C areas identified in the SAUPs.

The Parish has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the engagement, which is to perform specified procedures on the C/C areas identified in the LLA's SAUPs for the fiscal period January 1, 2022 through December 31, 2022. Additionally, LLA has agreed to and acknowledged that the procedures performed are appropriate for its purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are described in Schedule 1.

We were engaged by the Parish to perform this agreed-upon procedures engagement and conducted our engagement in accordance with the attestation standards established by the American Institute of Certified Public Accountants and applicable standards of *Government Auditing Standards*. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on these C/C areas identified in the SAUPs. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Parish and to meet out other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely to describe the scope of testing performed on those C/C areas identified in the SAUPs, and the result of that testing, and not to provide an opinion on control or compliance. Accordingly, this report is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the LLA as a public document.

Houma, Louisiana,
June 23, 2023.

Certified Public Accountants

SCHEDULE OF PROCEDURES AND ASSOCIATED FINDINGS
OF THE STATEWIDE AGREED-UPON PROCEDURES

Terrebonne Parish Consolidated Government

For the year ended December 31, 2022

The required procedures and our findings are as follows:

1) Procedures Performed on the Parish's Written Policies and Procedures:

A. Obtain and inspect the Parish's written policies and procedures and observe that they address each of the following categories and subcategories if applicable to public funds and the Parish's operations:

i. Budgeting, including preparing, adopting, monitoring, and amending the budget.

Performance: Obtained and read the written policy for budgeting and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

ii. Purchasing, including (1) how purchases are initiated; (2) how vendors are added to the vendor list; (3) the preparation and approval process of purchase requisitions and purchase orders; (4) controls to ensure compliance with the public bid law; and (5) documentation required to be maintained for all bids and price quotes.

Performance: Obtained and read the written policy for purchasing and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

iii. Disbursements, including processing, reviewing, and approving.

Performance: Obtained and read the written policy for disbursements and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

iv. Receipts/Collections, including receiving, recording, and preparing deposits. Also, policies and procedures should include management's actions to determine the completeness of each type of revenue or Parish fund additions (e.g., periodic confirmation with outside parties, reconciliation to utility billing after cutoff procedures, reconciliation of traffic ticket number sequences, Parish fund forfeiture monies confirmation).

Performance: Obtained and read the written policy for receipts and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

1) Procedures Performed on the Parish's Written Policies and Procedures: (Continued)

- v. Payroll/Personnel, including (1) payroll processing, (2) reviewing and approving time and attendance records, including leave and overtime worked, and (3) approval process for employee(s) rate of pay or approval and maintenance of pay rate schedules.
Performance: Obtained and read the written policy for payroll and personnel and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- vi. Contracting, including (1) types of services requiring written contracts, (2) standard terms and conditions, (3) legal review, (4) approval process, and (5) monitoring process.
Performance: Obtained and read the policy for contracting and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- vii. Travel and Expense Reimbursement, including (1) allowable expenses, (2) dollar thresholds by category of expense, (3) documentation requirements, and (4) required approvers.
Performance: Obtained and read the written policy for travel and expense reimbursement and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- viii. Credit Cards (and debit cards, fuel cards, P-Cards, if applicable), including (1) how cards are to be controlled, (2) allowable business uses, (3) documentation requirements, (4) required approvers of statements, and (5) monitoring card usage (e.g., determining the reasonableness of fuel card purchases).
Performance: Obtained and read the written policy for credit cards and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- ix. Ethics, including (1) the prohibitions as defined in Louisiana Revised Statute 42:1111-1121, (2) actions to be taken if an ethics violation takes place, (3) system to monitor possible ethics violations, and (4) requirement that all employees, including elected officials, annually attest through signature verification that they have read the Parish's ethics policy.
Performance: Obtained and read the written policy for ethics and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.
- x. Debt Service, including (1) debt issuance approval, (2) continuing disclosure/EMMA reporting requirements, (3) debt reserve requirements, and (4) debt service requirements.
Performance: Obtained and read the written policy for debt service and found it to address all the functions listed above.
Exceptions: There were no exceptions noted.

1) Procedures Performed on the Parish's Written Policies and Procedures: (Continued)

xi. Information Technology Disaster Recovery/Business Continuity, including (1) identification of critical data and frequency of data backups; (2) storage of backups in a separate physical location isolated from the network; (3) periodic testing/verification that backups can be restored; (4) use of antivirus software on all systems; (5) timely application of all available system and software patches/updates; and (6) identification of personnel, processes, and tools needed to recover operations after a critical event.

Performance: Obtained and read the written policy for information technology disaster recovery/business continuity policy and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

xii. Prevention of Sexual Harassment, including R.S. 42:342-344 requirements for (1) agency responsibilities and prohibitions, (2) annual employee training, and (3) annual reporting.

Performance: Obtained and read the written policy for sexual harassment and found it to address all the functions listed above.

Exceptions: There were no exceptions noted.

2) Procedures Performed on the Parish's Council:

A. Obtain and inspect the Council minutes for the fiscal period, as well as the Council's enabling legislation, charter, bylaws, or equivalent document in effect during the fiscal period and:

i. Observe that the Council met with a quorum at least monthly, or on a frequency in accordance with the Council's enabling legislation, charter, or other equivalent document.

Performance: Obtained and read the written minutes of the Council meetings. The Council is required to meet twice a month. All meetings had a quorum.

Exceptions: There were no exceptions noted.

ii. For those entities reporting on the governmental accounting model, observe whether the minutes referenced or included monthly budget-to-actual comparisons on the General Fund, quarterly budget-to-actual, at a minimum, on proprietary funds, and semi-annual budget-to-actual, at a minimum, on all special revenue funds.

Performance: Obtained and read written minutes of Council meetings. While the meeting minutes do not reference budget-to-actual comparison, a monthly budget report which shows monthly, cumulative, and budgeted revenues and expenditures is available for the Council no later than 15 working days following the end of the month. This report is available for review by each Council member on the Parish's computer network.

Exceptions: There were no exceptions noted.

2) Procedures Performed on the Parish's Council: (Continued)

- iii. For governmental entities, obtain the prior year audit report and observe the unassigned fund balance in the General Fund. If the General Fund had a negative ending unassigned fund balance in the prior year audit report, observe that the minutes for at least one meeting during the fiscal period referenced or included a formal plan to eliminate the negative unrestricted fund balance in the General Fund.

Performance: Obtained the prior year's audit report and observed the unassigned fund balance in the General Fund. The General Fund had a negative ending unassigned fund balance of \$1,170,617. A formal plan to eliminate the negative unassigned fund balance was noted in the meeting minutes.

Exceptions: There were no exceptions noted.

- iv. Observe whether the Council/finance committee received written updates of the progress of resolving audit finding(s), according to management's corrective action plan at each meeting until the findings are considered fully resolved.

Performance: The Parish did not have any findings in the prior year's audit report.

Exceptions: There were no exceptions noted.

3) Procedures Performed on the Parish's Bank Reconciliations:

- A. Obtain a listing of the Parish's bank accounts from management and management's representation that the listing is complete. Ask management to identify the main operating account. Select the Parish's main operating account and select 4 additional accounts (or all accounts if less than 5). Randomly select one month from the fiscal period, obtain, and inspect the corresponding bank statement and reconciliation for each selected account, and observe that:

Performance: Obtained the listing of bank accounts from management and received management's representation that the listing is complete in a separate letter.

Exceptions: There were no exceptions noted.

- i. Bank reconciliations include evidence that they were prepared within 2 months of the related statement closing date (e.g., initialed and dated, electronically logged);

Performance: Obtained the Parish's bank reconciliations for December and observed that the reconciliations included a signature of preparer and was dated within two months of the related statement. 1 of the bank reconciliations had a final preparation date of March 22, 2023; however, this reconciliation was held open due to adjustments needed related to final financial close which was performed on March 17, 2023.

Exceptions: There were no exceptions noted.

3) Procedures Performed on the Parish's Bank Reconciliations: (Continued)

- ii. Bank reconciliations include evidence that a member of management who does not manage cash, post ledgers, or issue checks has reviewed each bank reconciliation (e.g., initialed and dated, electronically logged); and

Performance: Obtained the Parish's bank reconciliation and observed that the reconciliation was reviewed by a member of management who does not handle cash.

Exceptions: There were no exceptions noted.

- iii. Management has documentation reflecting that it has researched reconciling items that have been outstanding for more than 12 months from the statement's closing date, if applicable.

Performance: Obtained the Parish's bank reconciliations and observed that there was documentation of research maintained by the Parish on items outstanding for more than 12 months from the statement closing date.

Exceptions: There were no exceptions noted.

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers):

- A. Obtain a listing of deposit sites for the fiscal period where deposits for cash/check/money order (cash) are prepared and management's representation that the listing is complete. Randomly select 5 deposit sites (or all deposit sites if less than 5).

Performance: Obtained the listing of deposit sites from management, and received management's representation in a separate letter that the listing is complete. The Parish has 2 deposit sites.

Exceptions: There were no exceptions noted.

- B. For each deposit site selected, obtain a listing of collection locations and management's representation that the listing is complete. Randomly select one collection location for each deposit site (e.g., collection locations for 5 deposit sites), obtain and inspect written policies and procedures relating to employee job duties (if no written policies or procedures, inquire of employees about their job duties) at each collection location, and observe that job duties are properly segregated at each collection location such that:

Performance: Obtained the listing of collection locations from management, and received management's representation in a separate letter that the listing is complete. The Parish has 2 deposit sites. Each deposit site has 1 collection location.

Exceptions: There were no exceptions noted.

- i. Employees that are responsible for cash collections do not share cash drawers/registers.

Performance: Inspected policy manuals and inquired of management and observed employees do not share cash drawer/registers.

Exceptions: There were no exceptions noted.

Schedule 1
(Continued)

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers): (Continued)

- ii. Each employee responsible for collecting cash is not responsible for preparing/making bank deposits, unless other employee/official is responsible for reconciling collection documentation (e.g., pre-numbered receipts) to the deposit.
Performance: Inspected policy manuals, inquired of management and observed employees collecting cash are no responsible for making deposits.
Exceptions: There were no exceptions noted.
 - iii. Each employee responsible for collecting cash is not responsible for posting collection entries to the general ledger or subsidiary ledgers unless another employee/official is responsible for reconciling ledger postings to each other and to the deposit.
Performance: Inspected policy manuals, inquired of management and observed employees collecting cash do not make general ledger postings.
Exceptions: There were no exceptions noted.
 - iv. The employee(s) responsible for reconciling cash collections to the general ledger and/or subsidiary ledgers, by revenue source and/or agency fund additions are not responsible for collecting cash, unless another employee verifies the reconciliation.
Performance: Inspected policy manuals, inquired of management and employees performing reconciliation do not collect cash.
Exceptions: There were no exceptions noted.
- C. Obtain from management a copy of the bond or insurance policy for theft covering all employees who have access to cash. Observe that the bond or insurance policy for theft was enforced during the fiscal period.
Performance: Obtained a listing of all employees who have access to cash and inquired of management if these employees are covered by a bond or insurance policy for theft.
Exceptions: There were no exceptions noted.
- D. Randomly select 2 deposit dates for each of the Parish's 5 bank accounts selected for procedures #3A under "Procedures Performed on the Parish's Bank Reconciliations" above (select the next deposit date chronologically if no deposits were made on the dates selected and randomly select a deposit if multiple deposits were made on the same day). Obtain supporting documentation for each of the deposits selected and:
- i. Observe that receipts are sequentially pre-numbered.
Performance: Out of the 5 bank accounts selected for testing, only 4 accounts required testing. The other account only had EFT transactions/transfers which are not subject to testing. Obtained supporting documentation for the 8 selected deposits and observed that receipts were sequentially pre-numbered.
Exceptions: There were no exceptions noted.

4) Procedures Performed on the Parish's Collections (Excluding Electronic Funds Transfers): (Continued)

- ii. Trace sequentially pre-numbered receipts, system reports, and other related collection documentation to the deposit slip.

Performance: Traced supporting documentation to the deposit slip.

Exceptions: There were no exceptions noted.

- iii. Trace the deposit slip total to the actual deposit per the bank statement.

Performance: Traced deposit slip total to actual deposit per bank statement.

Exceptions: There were no exceptions noted.

- iv. Observe that the deposit was made within one business day of receipt at the collection location (within one week if the depository is more than ten miles from the collection location or the deposit is less than \$100 and the cash is stored securely in a locked safe or drawer).

Performance: Observed that the deposits tested were made within one business day of receipt.

Exceptions: There were no exceptions noted.

- v. Trace the actual deposit per the bank statement to the general ledger.

Performance: Traced the actual deposit per the bank statement to the general ledger.

Exceptions: There were no exceptions noted.

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases):

- A. Obtain a listing of locations that process payments for the fiscal period, and management's representation that the listing is complete. Randomly select 5 locations (or all locations if less than 5).

Performance: Obtained the listing of locations that process payments, and received management's representation in a separate letter that the listing is complete. The Parish only has one location that processes payments.

Exceptions: There were no exceptions noted.

- B. For each location selected under procedure #5A above, obtain a listing of those employees involved with non-payroll purchasing and payment functions. Obtain written policies and procedures relating to employee job duties (if the Parish has no written policies and procedures, inquire of employees about their job duties), and observe that job duties are properly segregated such that:

Performance: Obtained a listing of employees involved in non-payroll purchasing and payment functions and reviewed written policies and procedures related to employee job duties. Observed if the job duties were properly segregated.

Exceptions: There were no exceptions noted.

Schedule 1
(Continued)

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases): (Continued)

- i. At least two employees are involved in initiating a purchase request, approving a purchase, and placing an order/making the purchase.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - ii. At least two employees are involved in processing and approving payments to vendors.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - iii. The employees responsible for processing payments are prohibited from adding/modifying vendor files unless another employee is responsible for periodically reviewing changes to vendor files.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - iv. Either the employee/official responsible for signing checks mails the payment or gives the signed checks to an employee to mail who is not responsible for processing payments.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
 - v. Only employees/officials authorized to sign checks approve the electronic disbursement (release) of funds, whether through automated clearinghouse (ACH), electronic funds transfer (EFT), wire transfer, or some other means.
Performance: Inspected policy manuals and inquired of management and employees as to the requirements listed above.
Exceptions: There were no exceptions noted.
- C. For each location selected under procedure #5A, obtain the Parish's non-payroll disbursement transaction population (excluding cards and travel reimbursements) and obtain management's representation that the population is complete. Randomly select 5 disbursements for each location, obtain supporting documentation for each transaction and:
Performance: Obtained the Parish's non-payroll disbursement transaction population and management's representation that the population is complete.
Exceptions: There were no exceptions noted.

Schedule 1
(Continued)

5) Procedures Performed on the Parish's Non-Payroll Disbursements (Excluding Card Purchases/Payments, Travel Reimbursements, and Petty Cash Purchases): (Continued)

- i. Observe whether the disbursement, whether by paper or electronic means, matched the related original itemized invoice and supporting documentation indicates deliverables included on the invoice were received by the Parish.
Performance: Obtained the disbursement and observed that the disbursement and the related original invoice/billing statement agreed.
Exceptions: There were no exceptions noted.
 - ii. Observe that the disbursement documentation included evidence (e.g., initial/date, electronic logging) of segregation of duties tested under #5B, as applicable.
Performance: Obtained the disbursement documentation and observed for proper segregation of duties as listed under #5B.
Exceptions: There were no exceptions noted.
- D. Using the Parish's main operating account and the month selected in Bank Reconciliations procedure #3A, randomly select 5 non-payroll-related electronic disbursements (or all electronic disbursements if less than 5) and observe that each electronic disbursement was (a) approved by only those persons authorized to disburse funds (e.g., sign checks) per the Parish's policy, and (b) approved by the required number of authorized signers per the Parish's policy.
Performance: Observed that selected disbursements were approved by persons authorized to sign checks and contained the required number of signers.
Exceptions: There were no exceptions noted.

6) Procedures Performed on the Parish's Credit Cards, Debit Cards, Fuel Cards, P-Cards:

- A. Obtain from management a listing of all active credit cards, bank debit cards, fuel cards, and P-cards (cards) for the fiscal period, including the card numbers and the names of the persons who maintained possession of the cards. Obtain management's representation that the listing is complete.
Performance: Obtained a listing of all active credit cards, bank debit cards, fuel cards, and P-cards and received management's representation in a separate letter that the listing is complete.
Exceptions: There were no exceptions noted.
- B. Using the listing prepared by management, randomly select 5 cards (or all cards if less than 5) that were used during the fiscal period, rotating cards each year. Select one monthly statement or combined statement for each card (for a debit card, select one monthly bank statement), obtain supporting documentation, and:

6) Procedures Performed on the Parish's Credit Cards, Debit Cards, Fuel Cards, P-Cards:
(Continued)

- i. Observe that there is evidence that the monthly statement or combined statement and supporting documentation (e.g., original receipts for credit/debit card purchases, exception reports for excessive fuel card usage) was reviewed and approved, in writing, by someone other than the authorized card holder.
Performance: Observed evidence that the statement and supporting documentation was reviewed and approved, in writing, by someone other than the authorized card holder.
Exceptions: There were no exceptions noted.
 - ii. Observe that finance charges and/or late fees were not assessed on the selected statements.
Performance: Observed whether finance charges and/or late fees assessed on the selected statements.
Exceptions: There were no exceptions noted.
- C. Using the monthly statements or combined statements selected under procedure #6 excluding fuel cards, select 10 transactions (or all transactions if less than 10) from each statement, and obtain supporting documentation for the transactions (i.e., each card should have 10 transactions subject to testing). For each transaction, report whether the transaction is supported by:
- i. An original itemized receipt that identifies precisely what was purchased.
Performance: Observed if the transactions from the monthly statements were supported by original itemized receipts that identifies precisely what was purchased.
Exceptions: There were no exceptions noted.
 - ii. Written documentation of the business/public purpose.
Performance: Observed the transactions from the monthly statements were supported with written documentation of the business/public purpose.
Exceptions: There were no exceptions noted.
 - iii. Documentation of the individuals participating in meals (for meal charges only).
Performance: Inspected the transactions from the monthly statements. No meal charges were noted.
Exceptions: There were no exceptions noted.

**Schedule 1
(Continued)**

7) Procedures Performed on the Parish's Travel and Travel-Related Expense Reimbursements (Excluding Card Transactions):

A. Obtain from management a listing of all travel and related expense reimbursements during the fiscal period and management's representation that the listing or general ledger is complete. Randomly select 5 reimbursements, obtain the related expense reimbursement forms/prepaid expense documentation of each selected reimbursement, as well as the supporting documentation. For each of the 5 reimbursements selected:

Performance: Obtained a list of all travel and related expense reimbursements and obtained management representation in a separate letter that the listing is complete.
Exceptions: There were no exceptions noted.

i. If reimbursed using a per diem, agree the reimbursement rate to those rates established either by the State of Louisiana or the U.S. General Services Administration (www.gsa.gov).

Performance: Inspected travel and expense reimbursements and observed per diem rates used were the GSA rates.

Exceptions: There were no exceptions noted.

ii. If reimbursed using actual costs, observe that the reimbursement is supported by an original itemized receipt that identifies precisely what was purchased.

Performance: Inspected travel and expense reimbursements to observe that the expenses using actual costs were supported by an itemized receipt.

Exceptions: There were no exceptions noted.

iii. Observe that each reimbursement is supported by documentation of the business/public purpose (for meal charges, observe that the documentation includes the names of those individuals participating) and other documentation required by written policy (procedures #1A(vii).

Performance: Observed that reimbursements were supported by documentation of the business/public purpose and other documentation required by written policy.

Exceptions: There were no exceptions noted.

iv. Observe that each reimbursement was reviewed and approved, in writing, by someone other than the person receiving the reimbursement.

Performance: Observed that reimbursements were reviewed and approved, in writing, by someone other than the person receiving the reimbursement.

Exceptions: There were no exceptions noted.

8) Procedures Performed on the Parish's Contracts:

A. Obtain from management a listing of all agreements/contracts for professional services, materials and supplies, leases, and construction activities that were initiated or renewed during the fiscal period. Obtain management's representation that the listing is complete. Randomly select 5 contracts (or all contracts if less than 5) from the listing, excluding the practitioner's contract and:

8) Procedures Performed on the Parish's Contracts: (Continued)

Performance: Obtained a listing of all contract vendors, and received management's representation that the listing is complete in a separate letter.
Exceptions: There were no exceptions noted.

i. Observe that the contract was bid in accordance with the Louisiana Public Bid Law (e.g., solicited quotes or bids, advertised), if required by law.

Performance: Observed that the contracts selected were bid in accordance with the Louisiana Public Bid Law.

Exceptions: There were no exceptions noted.

ii. Observe that the contract was approved by the governing body/board, if required by policy or law (e.g., Lawrason Act, Home Rule Charter).

Performance: Inspected contract documentation. All contracts were properly approved.

Exceptions: There were no exceptions noted.

iii. If the contract was amended (e.g., change order), observe that the original contract terms provided for such an amendment and that amendments were made in compliance with the contract terms (i.e., if approval is required for any amendment, the documented approval).

Performance: Obtained contracts and amendments to contracts and observed that the amendments were made in compliance with the original contract's terms.

Exceptions: There were no exceptions noted.

iv. Randomly select one payment from the fiscal period for each of the 5 contracts, obtain the supporting invoice, agree the invoice to the contract terms, and observe that the invoice and related payment agreed to the terms and conditions of the contract.

Performance: Obtained supporting documentation for payments for each contract selected and agreed payments to the terms of the contract.

Exceptions: There were no exceptions noted.

9) Procedures Performed on the Parish's Payroll and Personnel:

A. Obtain a listing of employees/elected officials employed during the fiscal period and management's representation that the listing is complete. Select 5 employees/officials, paid salaries, and personnel files, and agree paid salaries to authorized salaries/pay rates in the personnel files.

Performance: Obtained a listing of employees during the fiscal year from management, and received management's representation of completeness in a separate letter that the listing is completed.

Exceptions: There were no exceptions noted.

9) Procedures Performed on the Parish's Payroll and Personnel: (Continued)

B. Randomly select one pay period during the fiscal period. For the 5 employees/officials selected under procedure #9A, obtain attendance records and leave documentation for the pay period, and:

i. Observe that all selected employees/officials documented their daily attendance and leave (e.g., vacation, sick, compensatory).

Performance: Inspected time sheets for record of attendance and leave during the period.

Exceptions: There were no exceptions noted.

ii. Observe that supervisors approved the attendance and leave of the selected employees/officials.

Performance: Inspected time sheets for the approval of attendance and inspected leave forms for approval of leave during the period.

Exceptions: There were no exceptions noted.

iii. Observe that any leave accrued or taken during the pay period is reflected in the Parish's cumulative leave records.

Performance: Observed that the leave records maintained by the Parish to ensure leave taken during the period was reflected in the records.

Exceptions: There were no exceptions noted.

iv. Observe that the rate paid to the employees or officials agree to the authorized salary/pay rate found within the personnel file.

Performance: Observed the authorized salary/pay rate maintained in the personnel files and agreed to the rate paid.

Exceptions: There were no exceptions noted.

C. Obtain a listing of those employees/officials that received termination payments during the fiscal period and management's representation that the list is complete. Randomly select 2 employees/officials, obtain related documentation of the hours and pay rates used in management's termination payment calculations and the Parish's policy on termination payments. Agree the hours to the employees'/officials' cumulative leave records, agree the pay rates to the employees'/officials' authorized pay rates in the employees'/officials' personnel files, and agree the termination payment to the Parish's policy.

Performance: Obtained a listing of employees, terminated during the fiscal year from management, and received management's representation of completeness in a separate letter. Agreed the hours to the cumulative leave records, agreed the pay rates to the authorized pay rates, and agreed termination payments to the termination policy.

Exceptions: There were no exceptions noted.

9) Procedures Performed on the Parish's Payroll and Personnel: (Continued)

D. Obtain management's representation that employer and employee portions of payroll taxes, retirement contributions, health insurance premiums, and workers' compensation premiums have been paid, and associated forms have been filed, by required deadlines.

Performance: Obtained representation that employer and employee's portions of third-party related amounts were paid and filed by the required deadline.
Exceptions: There were no exceptions noted.

10) Procedures Performed on the Parish's Ethics:

A. Using the 5 selected employees/officials from procedure #9 under "Procedures Performed on the Parish's Payroll and Personnel", obtain ethics compliance documentation from management and:

i. Observe that the documentation demonstrates each employee/official completed one hour of ethics training during the fiscal period as required by R.S. 42:1170.

Performance: Observed that the selected employees' files included documentation of ethics training completed during the fiscal year.

Exceptions: There were no exceptions noted.

ii. Observe whether the Parish maintains documentation which demonstrates each employee and official were notified of any changes to the Parish's ethics policy during the fiscal period, as applicable.

Performance: Inquired of management that the Parish notified employees and officials of any changes to the ethics policy during the fiscal year. The ethics policy is available to each employee through the TEAM TPCG web portal. Employees were alerted to policy changes through this portal.

Exceptions: There were no exceptions noted.

B. Inquire and/or observe whether the Parish has appointed an ethics designee as required by R.S. 42:1170.

Performance: Inquired as to whether the Parish appointed an ethics designee.
Exceptions: There were no exceptions noted.

11) Procedures Performed on the Parish's Debt Service:

A. Obtain a listing of bonds/notes and other debt instruments issued during the fiscal period and management's representation that the listing is complete. Select all debt instruments on the listing, obtain supporting documentation, and observe that State Bond Commission approval was obtained for each debt instrument issued as required by Article VII, Section 8 of the Louisiana Constitution.

Performance: Obtained a listing of bonds/notes issued during the fiscal period along with the supporting documentation and observed for State Bond Commission approval.

Obtained management's representation that the listing is complete in a separate letter.
Exceptions: There were no exceptions noted.

11) Procedures Performed on the Parish's Debt Service: (Continued)

B. Obtain a listing of bonds/notes outstanding at the end of the fiscal period and management's representation that the listing is complete. Randomly select one bond/note, inspect debt covenants, obtain supporting documentation for the reserve balance and payments, and agree actual reserve balances and payments to those required by debt covenants.

Performance: Obtained listing of bonds/notes outstanding at the end of the fiscal period.

Obtained management's representation that the listing is complete in a separate letter.

Selected one bond/note and inspected debt covenants and agreed actual reserve balances and payment to those required by debt covenants.

Exceptions: There were no exceptions noted.

12) Procedures Performed on the Parish's Fraud Notice:

A. Obtain a listing of misappropriations of public funds and assets during the fiscal period and management's representation that the listing is complete. Select all misappropriations on the listing, obtain supporting documentation, and observe that the Parish reported the misappropriation(s) to the legislative auditor and the district attorney of the parish in which the Parish is domiciled as required by R.S. 24:523.

Performance: Inquired of management of any misappropriations of public funds and assets during the fiscal period. No misappropriations were noted.

Exceptions: There were no exceptions noted.

B. Observe the Parish has posted on its premises and website, the notice required by R.S. 24:523.1 concerning the reporting of misappropriation, fraud, waste, or abuse of public funds.

Performance: Inquired and observed such notice posted on the premises and website.

Exceptions: There were no exceptions noted.

**13) Procedures Performed on the Parish's Information Technology Disaster Recovery/
Business Continuity:**

A. Perform the following procedures, verbally discuss the results with management, and report "We performed the procedure and discussed the results with management."

- i. Obtain and inspect the Parish's most recent documentation that it has backed up its critical data (if there is no written documentation, then inquire of personal responsible for backing up critical data) and observe evidence that such backup (a) occurred within the past week, (b) was not stored on the Parish's local server or network, and (c) was encrypted.

Performance: We performed the procedure and discussed the results with management.

**13) Procedures Performed on the Parish's Information Technology Disaster Recovery/
Business Continuity: (Continued)**

- ii. Obtain and inspect the Parish's most recent documentation that it has tested/verified that its backups can be restored (if no written documentation, inquire of personnel responsible for testing/verifying backup restoration) and observe evidence that the test/verification was successfully performed within the past 3 months.

Performance: We performed the procedure and discussed the results with management.

- iii. Obtain a listing of the Parish's computers currently in use and their related locations, and management's representation that the listing is complete. Randomly select 5 computers and observe while management demonstrates that the selected computers have current and active antivirus software and that the operating system and accounting system software in use are currently supported by the vendor.

Performance: We performed the procedure and discussed the results with management.

- B. Randomly select 5 terminated employees (or all terminated employees if less than 5) using a list of terminated employees obtained in procedure #9C. Observe evidence that the selected terminated employees have been removed or disabled from the network.

Performance: We performed the procedure and discussed the results with management.

14) Procedures Performed on the Parish's Prevention of Sexual Harassment:

- A. Using the 5 randomly selected employees/officials from "Procedures Performed on the Parish's Payroll and Personnel" #9A, obtain sexual harassment training documentation from management, and observe the documentation demonstrates each employee/official completed at least one hour of sexual harassment training during the calendar year as required by R.S. 42:343.

Performance: Examined sexual harassment training documentation for the 5 employees tested.

Exceptions: There were no exceptions noted.

- B. Observe the Parish has posted its sexual harassment policy and complaint procedure on its website (or in a conspicuous location on the Parish's premises if the Parish does not have a website).

Performance: Inquired of management regarding the sexual harassment policy and complaint procedure. Sexual harassment policy and complaint procedure is available to each employee of the Parish via the TEAM TPCG web portal.

Exceptions: There were no exceptions noted.

14) Procedures Performed on the Parish's Prevention of Sexual Harassment:

C. Obtain the Parish's annual sexual harassment report for the current fiscal period, observe that the report was dated on or before February 1, and observe it includes the applicable requirements of R.S. 42:344:

- i. Number and percentage of public servants in the agency who have completed the training requirements.
Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
Exceptions: There was an exception noted due to the report being dated after February 1.
- ii. Number of sexual harassment complaints received by the agency.
Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
Exceptions: There was an exception noted due to the report being dated after February 1.
- iii. Number of complaints which resulted in a finding that sexual harassment occurred.
Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
Exceptions: There was an exception noted due to the report being dated after February 1.
- iv. Number of complaints in which the finding of sexual harassment resulted in discipline or corrective action.
Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
Exceptions: There was an exception noted due to the report being dated after February 1.
- v. The amount of time it took to resolve each complaint.
Performance: Obtained the annual sexual harassment report and observed it contained the above requirement.
Exceptions: There was an exception noted due to the report being dated after February 1.

Management's Overall Response to Exceptions:

- 14)C Management will prepare an annual sexual harassment report containing the applicable requirements of R.S. 42:344 on or before the February 1st deadline next year.

ATTACHMENT E-1
Disclosure and Certification Statement
2023 Regular Legislative Session


Schedule 20

Contracting Party Name: Terrebonne Parish Consolidated Govt

Name of Program: Terrebonne Sports Complex

Sub-Contractor's Name: TBD

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) 

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (**ATTACH COPY OF AUDIT FINDINGS**)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Print Name and Title

Date

Travel Expense Reimbursement Report

Name of Employee:

Schedule 20

[illegible]

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Signature of Authorized Person

Print Name and Title

 Date

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-35
R# 659-000-6343-37

TOTAL FUNDING	\$	12,257,194
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	7,354,847

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

CONTINUED ON NEXT PAGE

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35
R# 659-000-6741-05

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9229	FROM FUND 285 8 COUNTRY SPORTS PARK	95,000						
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131						
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900						
Jul-21	ORD 9295	ARP- FUND 201	250,000						
Apr-21	ORD 9359	ACT 120 OF 2021	500,000						
Jun-22	ORD 9379	FROM 659-000-6912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23	LIA #97	TO 659-501-8913-36 FP&C		(826,853)					
Sep-23	LIA #97	FROM 659-501-8913-36 FD 255		10,267					
Oct-23	ORD 9521	FACILITY PLANNING & CONTROL		2,000,000					
Oct-23	ORD 9521	FD 255 CLOSE TO FUND BALANCE		(500,000)					
Oct-23	ORD 9521	FD 280 P/W RECREATION FUND		500,000					
Nov-23	ORD 9530	FROM 659-501-8913-30 FD 280		5,386					
Jan-24	ORD 9538	FD 280 P/W RECREATION FUND			500,000				
Jan-24	PENDING BA	FROM ENTERGY 659-000-6741-05			5,000				
Mar-24	PENDING BA	ACT 397 OF 2023			1,000,000				
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (381,529)	\$ 1,505,000	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT:	JOSEPH FURR DESIGN	DESCRIPTION:	EVALUATE THE MERITS AND FEASIBILITY OF
CONTRACTOR:	ALL SOUTH, ENGINEERING		ACQUIRED LAND IN PARTNERSHIP WITH
	BAYOU IRRIGATION, INC.		RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF
	LEWIS STONE, LLC.		DEVELOPING A MAJOR SPORTS PARK COMPLEX.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2023 - MONTH LAST CLOSED

2/21/24

ACCT: 659-501-8913-20

CAPITAL PROJECTS CONTRL
PARKS & GROUNDS
PARISH SPORTS PARK COMPLEX

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2023	6,854,847	5,256,810.88	0	1,598,036
2024	500,000	.00	0	500,000
CLOSED:				
2017	450,102	18,205.00	N/A	431,897
2018	1,279,175	469,624.52	N/A	809,550
2019	1,054,550	934,430.93	N/A	120,119
2020	370,119	13,055.24	N/A	357,064
2021	1,730,095	327,135.90	N/A	1,402,959
2022	7,398,468	162,091.88	N/A	7,236,376

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section II

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, February 6, 2024 6:38 AM
To: Kayla Dupre
Subject: Budget Amendment

I am depositing a \$200 check into 204-000-6741-01 for a donation from Firefighters Charitable Foundation. Please do a budget amendment to add the expenditures to 204-222-8225-01.

Thanks

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



Saltwater Fishing Capital of the World



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
CUSTOMER SERVICE DIVISION
8026 Main Street (Lobby) - Houma, Louisiana 70360

OFFICIAL RECEIPT
ACCOUNTING COPY
Phone (985) 873-6462

Receipt No. 0134963

Date 02/06/2024 08:35 AM

Name/Address FIREFIGHTERS CHARITABLE FOUNDATION INC HOUMA, LA	REFERENCE NUMBERS		
	U/B Account No.		
	A/R Invoice No.		
Reference DONATION GRANT	License/Registration No.		

FEES AND PAYMENTS				
Description	G/L Account	Fees	Electronic Pmt.	Regular Pmt.
DONATIONS	204-000-6741-01	200.00		
CHECK #28254				200.00
Total				200.00

FOR INTERNAL USE ONLY	
Received by	EDUPLANTIS
Amt. Rec'd.	*****200.00
	(OT) \$200.00 CK #28254

103400 CASH - 1ST NATL-KING

DONATION GRANT

200.00

204-000-6741-01

FIREFIGHTERS CHARITABLE FOUNDATION INC

11/11/2023

TERREBONNE PARISH CONSOLIDATED GOVT. HOUMA FIRE DEPT.

DONATION GRANT

200.00

028254

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2023 - MONTH LAST CLOSED

2/21/24

ACCT: 204-000-6741-01

PUBLIC SAFETY FUND
NO DEPARTMENT NAME
DONATIONS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	.00	0	0
2024	0	200.00-	0	200
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

NOVEMBER 30, 2023 - MONTH LAST CLOSED

ACCT: 204-222-8225-01

PUBLIC SAFETY FUND
FIRE - URBAN
OPERATING SUPPLIES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	30,000	24,992.22	0	5,008
2024	20,000	588.55	38	19,373
CLOSED:				
2017	66,987	46,603.71	N/A	20,383
2018	31,181	20,310.62	N/A	10,870
2019	30,000	18,601.93	N/A	11,398
2020	35,000	25,493.03	N/A	9,507
2021	31,673	30,559.95	N/A	1,113
2022	33,793	15,790.75	N/A	18,002

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Transaction Details List View | Last 30 Days



Terrebonne Parish Consolidated Government - TERRCON

Account Number	()	Balances as of	12/05/2023 13:08:35
Account Name	General Fund	Transactions As Of	12/05/2023 13:09:08
Currency	USD		

TODAY'S BALANCES

Opening Ledger	2,847,728.91	Opening Available	2,841,898.58	Current Available	2,641,271.56
----------------	--------------	-------------------	--------------	-------------------	--------------

TRANSACTION DETAILS

Post Date	Transaction Description	Amount	Bank Reference	Customer Reference	Transaction Detail
11/30/2023	ACH CREDIT RECEIVED	354,243.97	2004563183		Year 3 Par OPIOID ABATE

Section III

Transfer List View | Upcoming Transfers



Terrebonne Parish Consolidated Government - TERRCON

ID	Transfer Date	Amount	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
5920	12/06/2023	354,243.97	Released	General Fund	0062276496	Opold Settlement Acct	0070729760			Freeform	No

REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	354,243.97 USD	1

DEPOSITS

DOCUMENT DATE	MMYY NO.	DOCUMENT NO.
12002023	122023	No 090764

[illegible]

CODED	INITIAL	DATE
	1006	12/1/23

APPROVED	INITIAL	DATE
	WA	12-6-23

KEY/PUNCH	INITIAL	DATE
	<i>[Signature]</i>	12/1/23

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
NOVEMBER 30, 2023 - MONTH LAST CLOSED

2/21/24

ACCT: 204-000-6436-03

PUBLIC SAFETY FUND
NO DEPARTMENT NAME
OPIOID ABATEMENT REVENUE

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2023	632,687	986,930.72-	0	354,244
2024	0	.00	0	0
				<i>closed to FB</i>
CLOSED:				
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	0	.00	N/A	0
2022	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF05 = DSP INV JE
CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Category Number:
Item Number: 20.



Monday, February 26, 2024

Item Title:

CDBG-DR Recovery Proposal

Item Summary:

Presentation and discussion on CDBG-DR projects and applications (2nd Allocation).

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/20/2024

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Presentation and discussion on CDBG-DR projects and applications (2 nd Allocation)

PROJECT SUMMARY (200 WORDS OR LESS)
See above

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

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

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

_____s/Kandace M. Mauldin, CFO

Signature

_____February 20, 2024

Date