
TERREBONNE PARISH COUNCIL

POLICY PROCEDURE AND LEGAL COMMITTEE

Mr. Clyde Hamner	Chairman
Mr. Kevin Champagne	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. Clayton Voisin, Jr.	Member
Mr. John Amedee	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
5:40 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. Approve a request from the Terrebonne Parish School District to waive rental fees for the use of the Barry P. Bonvillain Civic Center, with the exception of fees for set up services, for 204 High School Graduation Ceremonies.
2. Approve the co-sponsorship request from the Friends of the Terrebonne Animal Shelter for the Annual Friends

of Terrebonne Animal Shelter 5K-9 Run/Walk to be held on March 2, 2024, from 8:00 a.m. to 12:00 p.m. at the South Louisiana Wetlands Discovery Center Pavillion.

3. Approve the co-sponsorship request from The Foundation for Terrebonne General for the 49th Annual Over and Under Tunnel Run to be held March 16, 2024, from 10:00 a.m. to 8:00 p.m. at the Houma Municipal Auditorium.
4. Approve the co-sponsorship request for the Terrebonne Irish Parade to be held March 17, 2024, from 1:00 p.m. to 4:00 p.m. in Downtown Houma.
5. **RESOLUTION:** Accepting the recommendation of Administration and Risk Management Department to accept the attached proposal for Boiler and Machinery Equipment Breakdown premiums effective for March 1, 2024, to March 1, 2025.
6. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to accept the attached schedule of Property Insurance, Inland Marine, Special Equipment Floater, and Terrorism premiums effective 3/1/2024 to 3/1/2025.
7. Consider the introduction of an ordinance to amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to increase Administration's contracting and purchasing threshold from \$30,000 to \$60,000 and call a public hearing on Wednesday, March 13, 2024, at 6:30 p.m.
8. Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: "Bobbie O'Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government" Civil Action No. 2:22-cv-03203, U. S. District Court for the Eastern District of Louisiana.
9. Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: "Kimberly Bergeron, et al v. Terrebonne Parish Consolidated Government" Civil Action No. 2:23-cv-05160, U. S. District Court for the Eastern District of Louisiana.
10. Pursuant to LA R.S. 42:16-17 et seq, the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the possible removal of a Terrebonne Parish Recreation District No. 10 Board member due to board meeting absences which involves the discussion of character and professional competence (LARS 42:17A.1)
11. Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: Proposed settlements arising under the Louisiana State and Local Coastal Resources Management Act, LA R.S. 49:214.21, et seq (Coastal Litigation/Legacy Lawsuits Actions).
12. Adjourn

Category Number:
Item Number: 1.



Monday, February 26, 2024

Item Title:

Request Rental Waiver from Terrebonne Parish School District

Item Summary:

Approve a request from the Terrebonne Parish School District to waive rental fees for the use of the Barry P. Bonvillain Civic Center, with the exception of fees for set up services, for 204 High School Graduation Ceremonies.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Request Waiver of Rental Fees

PROJECT SUMMARY (200 WORDS OR LESS)

Approve a request from the Terrebonne Parish School District to waive rental fess for the use of the Barry P. Bonvillain Civic Center, with the exception of fees for set up services, for the 2024 High School Graduation Ceremonies.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

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

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John Amedée

02/20/24

Signature

Date



February 2, 2024

Terrebonne Parish Consolidated Government
Parish Council
P O Box 2768
Houma, LA 70361

Re: 2024 High School Graduation Ceremonies

Hon. Parish President Jason Bergeron:

The Terrebonne Parish School District is requesting that the TPCG waive rental fees (with the exception of fees for set-up services) for the use of the Houma-Terrebonne Civic Center for 2024 high school graduation ceremonies.

May 15, 2024	Bayou Cane Adult Education
May 20, 2024	Ellender Memorial High School
May 21, 2024	H L Bourgeois High School
May 22, 2024	South Terrebonne High School
May 23, 2024	Terrebonne High School

If you have any questions with regard to this matter, please contact me.

Sincerely,

Darrell Dillard, Supervisor
Secondary/Career/Adult Education

DD/tf

c: Aubrey "Bubba" Orgeron, Superintendent

Category Number:
Item Number: 2.



Monday, February 26, 2024

Item Title:

Co-sponsorship - Friends of the Terrebonne Animal Shelter 5K

Item Summary:

Approve the co-sponsorship request from the Friends of the Terrebonne Animal Shelter for the Annual Friends of Terrebonne Animal Shelter 5K-9 Run/Walk to be held on March 2, 2024, from 8:00 a.m. to 12:00 p.m. at the South Louisiana Wetlands Discovery Center Pavillion.

ATTACHMENTS:

Description	Upload Date	Type
Cosponsorship Application	2/7/2024	Application

From: ftasinfo@gmail.com
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#)
Subject: Annual Friends of the Terrebonne 5K-9 Run/Walk Co-Sponsorship Application
Date: Thursday, February 1, 2024 9:49:17 AM



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use Yes
of the Parish
Seal?

Event Name: Annual Friends of the Terrebonne 5K-9 Run/Walk

Location: South Louisiana Wetlands Discovery Pavillion

Date(s) of 03/02/2024 (8:00 AM - 12:00 PM)

Event:

Reason for Co-Sponsorship: This event is a family and dog friendly event. It gives the community the opportunity to bring their pets out and exercise at the same time. In the past this co-sponsorship has been used to cover the police detail.

Services / Barricades
Resources Security
Needed:

Additional Non-profit organization? YES
Details Selling Tickets? NO

Organization: Friends of the Terrebonne Animal Shelter

Authorized Rachel Brunet (985-637-0295)

Representative:

Contact Person: Rachel (985-637-0295)

Mailing P.O. BOX 3408

Address: Houma, LA 70364

Daytime Phone (985) 637-0295

Number:

E-mail: ftasinfo@gmail.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

Category Number:
Item Number: 3.



Monday, February 26, 2024

Item Title:

Co-sponsorship - 49th Annual Over and Under Tunnel Run

Item Summary:

Approve the co-sponsorship request from The Foundation for Terrebonne General for the 49th Annual Over and Under Tunnel Run to be held March 16, 2024, from 10:00 a.m. to 8:00 p.m. at the Houma Municipal Auditorium.

ATTACHMENTS:

Description	Upload Date	Type
Cosponsorship Application	2/7/2024	Application

From: cattyalexis@gmail.com
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Anne Picou](#); [David Drury](#)
Subject: 49th Annual Over and Under Tunnel Run Co-Sponsorship Application
Date: Friday, February 2, 2024 9:00:33 AM



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use of the Parish Seal? Yes

Event Name: 49th Annual Over and Under Tunnel Run

Location: Houma Municipal Auditorium

Date(s) of Event: 03/16/2024 (10:00 AM - 8:00 PM)

Reason for Co-Sponsorship: 5k Run benefiting The Foundation for Terrebonne General Supporting the Health and Wellness of our Community

Services / Resources Needed: Municipal Auditorium Security

Additional Details: Non-profit organization? YES Selling Tickets? YES **Cost of a ticket?** 25

Organization: The Foundation for Terrebonne General

Authorized Representative: Elmy Savoie (*Houma*)

Contact Person: Catherine Robichaux (*Tunnel Run Director*)

Mailing Address: 8166 Main Street
Houma, LA 70360

Daytime Phone Number: (985) 209-7747

E-mail: cattyalexis@gmail.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!

Category Number:
Item Number: 4.



Monday, February 26, 2024

Item Title:

Co-sponsorship - Irish Parade

Item Summary:

Approve the co-sponsorship request for the Terrebonne Irish Parade to be held March 17, 2024, from 1:00 p.m. to 4:00 p.m. in Downtown Houma.

ATTACHMENTS:

Description

Cosponsorship Application

Upload Date

2/7/2024

Type

Application

From: burgable3@yahoo.com
To: [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#)
Subject: IRISH PARADE Co-Sponsorship Application
Date: Tuesday, February 6, 2024 4:44:25 PM



Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

Requesting Use Yes
of the Parish
Seal?

Event Name: IRISH PARADE

Location: 297 WEST SIDE BLVD TO STATGE from Marie Drive to St Louis Canal,
then parade on Park Ave, finish by Town hall and disband at houma
civic center

Date(s) of 03/17/2024 (1:00 PM - 4:00 PM)

Event:

Reason for Co- this is a parade that feeds the parish \$100,000.00 in food and the
Sponsorship: items listed below will help with keeping the public save, trash in a
stationary place. I don't see it on the form but David Rome picks up
the sanitation bucks ?

Services / Barricades
Resources Garbage Containers & Collection
Needed:

Additional Non-profit organization? YES
Details Selling Tickets? NO

Organization: TERREBONNE IRISH PARADE

Authorized ALINA HEBERT (*PRESIDENT*)

Representative:

Contact Person: ALINA HEBERT (*Schriever*)

Mailing 254 WATERPLANT RD

Address: Schriever, LA 70395

Daytime Phone (985) 855-8712

Number:

E-mail: burgable3@yahoo.com

This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at development@tpcg.org. Thank you!



Monday, February 26, 2024

Item Title:

2024 Renewal of Boiler and Machinery coverage

Item Summary:

RESOLUTION: Accepting the recommendation of Administration and Risk Management Department to accept the attached proposal for Boiler and Machinery Equipment Breakdown premiums effective for March 1, 2024, to March 1, 2025.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary Renewal of Boiler & Machinery coverage	2/7/2024	Executive Summary
2024 Resolution for Boiler and Machinery coverage	2/7/2024	Resolution
CNA Equipment Breakdown Insurance Proposal 2024 Renewal	2/7/2024	Backup Material
2024 List of Markets Approached for Boiler & Machinery coverage	2/7/2024	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

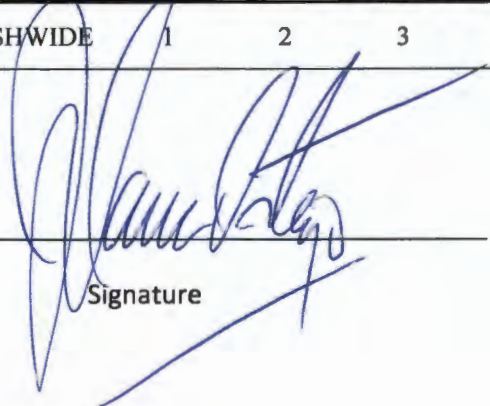
PROJECT TITLE
2024 Renewal of Boiler & Machinery Equipment Breakdown Insurance coverage

PROJECT SUMMARY (200 WORDS OR LESS)
Presentation of Quotes obtained by Leo Ledet with Ledet Agency, Inc. for renewal of 2024 Boiler and Machinery Equipment Breakdown Insurance coverage effective date of March 1, 2024, to March 1, 2025.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
It is the recommendation of Administration and the Risk Management Department that the attached Proposal for Boiler and Machinery Equipment Breakdown premiums be accepted effective for March 1, 2024, to March 1, 2025.

TOTAL EXPENDITURE			
Total Premium \$76,097.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
(ACTUAL)		ESTIMATED	
IS PROJECTALREADY 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


Signature

2/19/2024
Date

RESOLUTION NO:

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Boiler and Machinery Equipment Breakdown Insurance coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department reviewed and analyzed Boiler and Machinery Equipment Breakdown Insurance quotes and submits a recommendation for Boiler and Machinery coverage; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Proposal for Boiler and Machinery Equipment Breakdown Insurance premiums become accepted effective for March 1, 2024, to March 1, 2025.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached Proposal for Boiler and Machinery Equipment Breakdown premiums effective for March 1, 2024, to March 1, 2025.



Equipment Breakdown Insurance Program

Representing:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PO BOX 2768
HOUMA, LA 70361**

This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first. This represents a quote based on the information provided in the application and does not guarantee coverage. Coverages and limits quoted may differ from those requested in the application. The dollar amounts are estimates and may not be actual premiums. The agent does not have authority to bind premium amounts. Only the insurance policy can provide the actual coverages, conditions and premium.

Binding Condition: If these quote terms are accepted and a binding order is received for this account, this quote will serve as a Binder of Insurance and is final. Coverages will be issued per policy forms included in this document. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by CNA. Unless otherwise indicated on this Binder, an annual policy will be issued for this Insured. No alterations to this Binder may be made without the prior written approval of CNA. Coverages and limits bound may differ from those requested in the application and/or quote proposal versions previously provided by CNA. Upon issuance of the insurance policy, this Binder of Insurance is null and void and is replaced by the actual insurance contract. Only the insurance policy can provide the actual coverages, conditions and premiums.

**FORM SUMMARY:**

Quote #	7036819004	Company	National Fire Insurance Of Hartford
Effective	03/01/24	Expiration	03/01/25

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNA62823XX	04/23	Req for Jurisdictional Insp Of Boilers And Pressur
CNA81758XX	01/21	PHN - Offer of Terrorism Disclosure of Premium
G144291A	03/03	Economic And Trade Sanctions Condition
CNA95604XX	03/21	Schedule of Premises
CNA95600XX	03/21	Schedule of Coverages and Limits
CNA96177XX	03/21	Equipment Breakdown Protection Coverage Form
IL0003	07/02	Calculation of Premium
IL0952	01/15	Cap on Losses From Certified Acts of Terrorism
CNA88461XX	03/21	Covered Equipment Changes Endorsement
CNA96605XX	03/21	Deductibles - Specified Equipment Endorsement
CNA96647XX	03/21	Optional Valuation Coverage
IL0131	03/22	Louisiana Changes - Actual Cash Value
IL0277	10/20	Louisiana Changes - Cancellation and Nonrenewal
CNA96215LA	02/24	Louisiana Changes
CNA96606LA	03/21	Limited Cov for Fungus, Wet Rot and Dry Rot - LA



COVERED PREMISES SUMMARY

Throughout this quotation, premises numbers referenced will respond to the premises summary shown below:

Premises	Address	City	ST	Zip Code
0001	All locations as provided to CNA Equipment Breakdown.	ALL	All	



EQUIPMENT BREAKDOWN

Quote #	7036819004	Company	National Fire Insurance Of Hartford
Effective	03/01/24	Expiration	03/01/25

Insurance applies to coverage for the Limit of Insurance or number of Days/Hours shown. If 'Included' is shown, then the limit for that coverage is included in the Limit Per Breakdown. If 'Not Covered' is shown, then that coverage is not provided.

COVERAGE	LIMIT OF INSURANCE, DAYS / HOURS
Limit Per Breakdown	\$100,250,000
• Property Damage	\$100,000,000
o Diagnostic Equipment	Excluded
• Expediting Expenses	\$100,000
• Business Income And Extra Expense	\$1,000,000 ✓
o Extended Period of Restoration	5 Days
o Data or Media	\$1,000,000
o Utility Interruption	Not Covered
o Coverage applies if the interruption of services lasts at least:	Not Covered
• Spoilage Damage	\$100,000 ✓
o Utility Interruption	Not Covered
o Coverage applies if the interruption of services lasts at least:	Not Covered
• Newly Acquired Premises	Included
o Number of days of coverage	90 Days
• Ordinance Or Law	\$10,000,000 ✓
• Errors And Omissions	\$1,000,000 ✓
• Brands And Labels	Included
• Contingent Business Income And Extra Expense Or Extra Expense Only	Not Covered
o Covered Premises	Not Covered
• Civil Authority	30 Days
• Ingress - Egress	\$100,000 ✓
• Loss Adjustment Expenses	\$250,000 ✓
• Optional Valuation	Included
• Off Premises Equipment Coverage	Included
• Limited Coverage For Fungus, Wet Rot And Dry Rot	
o Property Damage	\$100,000 ✓
o Business Income And Extra Expense Or Extra Expense Only - Number of Days	30 Days
o Separate Premises Option	No
• Increased Cost Of Loss And Related Expenses For "Green" Upgrades	
o Property Damage	\$100,000 ✓



COVERAGE	LIMIT OF INSURANCE, DAYS / HOURS
o Business Income And Extra Expense Or Extra Expense Only - Number of Days	30 Days

COVERAGE LIMITATIONS	LIMIT OF INSURANCE, DAYS / HOURS
• Refrigerant Contamination	\$100,000
• Undamaged Stock	\$100,000
• Data And Media	\$1,000,000
• Hazardous Substance	\$500,000
• Water Damage	\$1,000,000

Deductibles apply to coverage for the amount, hours, days or times daily value shown. If 'Combined' is shown, then the deductible for that coverage is part of the Combined Deductible. If 'Included' is shown, then the deductible is 'Included' with the Property Damage Deductible.

DEDUCTIBLES	AMOUNTS, HOURS OR DAYS
Combined Deductible	Not Applicable
Property Damage	\$50,000
Business Income And Extra Expense	\$50,000
- Utility Interruption	Not Covered
Contingent Business Income And Extra Expense Or Extra Expense Only	Not Covered
Spoilage Damage	\$50,000
- Utility Interruption	Not Covered

The deductible for the following coverages are 'Included' with the Property Damage Deductible unless a different amount is shown.

DEDUCTIBLES	AMOUNTS, HOURS OR DAYS
Refrigerant Contamination	Included
Undamaged Stock	Included
Data And Media	Included
Hazardous Substance	Included
Water Damage	Included
Expediting Expenses	Included

Total Insured Value:	\$577,208,960 ✓
Total Insured Value – Property Damage	\$576,958,960 ✓
Total Insured Value – Business Income / Extra Expense	\$250,000 ✓

Total Policy Level Premium	\$76,097.00
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Total Equipment Breakdown Premium	\$76,097.00
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Special Notations/Comments:

The Following Endorsements Apply:

CNA96605XX (03-21) DEDUCTIBLES – SPECIFIED EQUIPMENT ENDORSEMENT

Description of Covered Equipment: All Backup or Emergency Generators

Coverage: Property Damage and Business Income/Extra Expense

Amounts, Hours or Days: Deductible \$100,000 – Property Damage; Deductible 48 Hours – Extra Expense

CNA88461XX (03-21) COVERED EQUIPMENT CHANGES ENDORSEMENT

The definition of "Covered Equipment" under the Definitions section of the EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM is amended as follows:

The following is added to Paragraph 5.b. and is excluded as "Covered Equipment – ALL EQUIPMENT OR OBJECTS THAT GENERATE OR DISTRIBUTE ELECTRICAL POWER.



January 23, 2024

RE: Equipment Breakdown Quote Proposal

Account Name:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT	New []	Renewal [x]
Effective Date:	March 5, 2024		

ACCOUNT PREMIUM RECAP

Coverage	Quote #	Eff/Exp Date	Company	Premium
Equipment Breakdown	7036819004	03/01/24 To 03/01/25	National Fire Insurance Of Hartford	\$76,097.00
Total Account Premium				\$76,097.00

DID YOU KNOW?

CNA offers a full suite of Management Liability and Crime coverages in one package policy. These include Directors & Officers, Employment Practices Liability, Fiduciary Liability, Crime and Kidnap/Ransom/Extortion coverages. For more details on these coverages, visit CNA.com.

If you place one or more of these coverages for your customer with a different carrier, and you would like a competitive quote from CNA, you can either send us the other carrier's application or find the CNA application on Agent Center, and select:

- I am searching for: **Applications**
- I want to filter them by **Product or Service: Management Liability**
- And choose the Epack **Extra New Business Application**



Account Quotation Is Subject To:

- To further compliance with producer licensing and appointment laws, our processes require the writing individual producer to be appropriately licensed. If the individual's license is not already validated in our system for the relevant state, they will be contacted by the CNA Agency Maintenance Team.
- Please be aware that CNA invoices our insureds directly the cost of the certificate fees we pay to the jurisdiction on their behalf in 12 jurisdictions. Most jurisdictions in the United States direct bill owners of boilers and pressure vessels for their operating certificates. Hawaii, Vermont, New York State, Kentucky, South Dakota, New Jersey, California and the municipalities of Los Angeles, Omaha, New Orleans, and Jefferson Parish, Louisiana do not. These jurisdictions require the insurance company of record to pay on behalf of their insureds. As such your client will be receiving a separate bill for any jurisdictional inspections we perform in those jurisdictions.
- CNA will not be responsible for any NYC fees/fines associated with this account if all inspection contact information including NYC DOB NOW registered email is not received by September of the calendar year.

Comments:

One or more of the CNA Property Casualty companies underwrites this program. CNA is a registered service mark and trade name of CNA Financial Corporation.

This information is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the policy described. All coverages are not available in all states. Remember that only the policy can provide the actual description, terms, conditions and exclusions.



Account Name: TERREBONNE PARISH CONSOLIDATED GOVERNMENT

IMPORTANT INFORMATION

NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

DISCLOSURE OF PREMIUM:

Quote Number	Coverage Part	Terrorism Premium*	Effective Date
7036819004	Equipment Breakdown	\$0 (Included)	03/01/2024

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. Beginning in 2020, the federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Cheryl Lirette

From: Leo Ledet <leo@ledetinsurance.com>
Sent: Wednesday, January 24, 2024 11:26 AM
To: Cheryl Lirette
Subject: Fwd: CNA RENEWAL QUOTE - Terrebonne Parish Consolidated Government

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Below is a list of Markets approached for renewal if anyone asked.

Thx

Sent from my iPad
Leo Ledet

Begin forwarded message:

From: Brandi Brown <brandi.brown@amwins.com>
Date: January 24, 2024 at 7:42:07 AM CST
To: Leo Ledet <leo@ledetinsurance.com>
Subject: RE: CNA RENEWAL QUOTE - Terrebonne Parish Consolidated Government

Hey Leo,

Yes, see below markets.

AXA XL
CAN
DUAL
HARTFORD
IRONSHORE
TRAVELERS
ZURICH

Brandi Brown, CISR, ACSR

Marketing Broker
T 678.586.2537 M 678.699.7559 brandi.brown@amwins.com

Amwins Insurance Brokerage, LLC
3630 Peachtree RD NE. | Suite 1700 | Atlanta, GA 30326
amwins.com

In California: DBA License # 0F56593

AMWINS

PLEASE SEND Loss run Requests to: lossruns@amwins.com

Team Members:



Monday, February 26, 2024

Item Title:

2024 Renewal of Property Insurance, Inland Marine, and Terrorism

Item Summary:

RESOLUTION: Accepting the recommendation of Administration and the Risk Management Department to accept the attached schedule of Property Insurance, Inland Marine, Special Equipment Floater, and Terrorism premiums effective 3/1/2024 to 3/1/2025.

ATTACHMENTS:

Description	Upload Date	Type
Resolution for 2024 Property Insurance Renewal	2/20/2024	Resolution
Executive Summary 2024 Property Insurance Renewals	2/20/2024	Executive Summary
2024 Property Insurance Proposal	2/20/2024	Backup Material
Additional Backup	2/26/2024	Backup Material

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Property Insurance, Inland Marine, and Special Equipment Floater coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department reviewed and analyzed Property Insurance, Inland Marine, and Special Equipment Floater Insurance quotes and submits a recommendation for Property Insurance, Inland Marine, and Equipment Floater; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached schedule of Property Insurance premiums become accepted effective for March 1, 2024.

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached schedule for the Inland Marine and Special Equipment Floater premiums become accepted effective for March 1, 2024, to March 1, 2025.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached schedule of Property Insurance, Inland Marine, and Special Equipment Floater premiums effective for March 1, 2024, to March 1, 2025.



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2024 Renewal of Property Insurance and Inland Marine coverage.

PROJECT SUMMARY (200 WORDS OR LESS)

Presentation of Quotes obtained by Rudy Laris, Jr. with Laris Insurance Agency, LLC for renewal of 2024 Property Insurance, Special Equipment Floater (Inland Marine), & Inland Marine (OEP & Planning) coverage effective date of March 1, 2024, to March 1, 2025.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department that the attached schedule of Property Insurance, Inland Marine, and Inland Marine (OEP & Planning) premiums be accepted effective for March 1, 2024, to March 1, 2025.

TOTAL EXPENDITURE

Property (\$25,000,000 Limit)	\$ 4,276,932.00
Inland Marine coverage	\$ 89,715.00
OEP & Planning Inland Marine coverage	\$ 2,527.00
Terrorism-Indian Harbor	\$ 16,251.75
TOTAL COST.....	\$ 4,385,425.75

***Includes Wind/Hail**

Estimated Return Premium with changes to TIV/Debris Removal:

TIV revised \$404,036,681-removing autos \$- 50,000.00

**Debris Removal reduced to \$500,000 for All other Perils and Excludes for the peril of
Named Windstorm \$-167,500.00**

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

(ACTUAL)

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT
BUDGETED:

4.5M

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9



Insurance Proposal Prepared for:

Terrebonne Parish Consolidated Government

*Presented by:
Rudy Laris Jr., Account Exec.
Laris Insurance Agency, LLC
810 Crescent Ave. P.O. Box 559
Lockport, LA 70374
Phone: (985)532-5576
Fax: (985)532-5001*

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Claims Management

At **Laris Insurance Agency, LLC**, we take an active role in the management of your claims. Our Service Team is committed to assuring you receive prompt and fair treatment for any claim involving coverage extended by our agency, to you or your company.

Loss Control/Risk Management

A successful Loss Control/Risk Management Program is based on a successful partnership between **Laris Insurance Agency, LLC**, you and your insurance carrier. As a team, all parties must work together to protect you, your business, and your assets and to prevent future loss.

We have the ability to provide you with technical advice, resources, and assistance in developing, improving and monitoring an effective Loss Control/Risk Management program by:

- Reviewing your current Loss Control/Risk Management program;
- Analyzing loss data to identify specific areas which generate the greatest claim frequency;
- Reviewing your current environment and operations, including your physical assets, personnel practices, and organization of management;
- Conducting visits to all locations to develop a risk profile and to define management and insurance carrier responsibilities;
- Developing, improving, and implementing a Loss Control/Risk Management program with a written plan of expectations. (This program will be consistent with your management style and easily implemented);
- Establishing a meeting schedule to review and discuss safety and loss analysis reports with management and/or staff as required by your insurance carrier.

Employee Benefits

Laris Insurance Agency, LLC offers a full range of Employee Benefits that may be tailored to fit the needs of your company. With access to virtually all the major benefit companies in the US, we have the resources; knowledge and experience to help customize your benefits program to include any or all the following:

Medical – Health Care
Dental Coverage
Life Insurance
Long and Short-Term Disability

Laris Insurance Agency, LLC also has the experience to advise and administer either fully insured or partially self-insured plans.

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

**810 Crescent Ave.
Lockport, Louisiana 70374
(985) 532-5576**

**2424 Edenborn Ave. Suite 455
Metairie, Louisiana 70001
(800) 375-6013**

**451 Corporate Dr.
Houma, Louisiana 70360
(800) 375-6013**

**1001 East Service Rd. Hwy 190,
Suite 203
Covington, LA 70433**

Rudy Laris Jr.
Account Executive
Email: RLarisjr@acrisure.com

Julie C. Parks
Account Manager
Email: JParks@acrisure.com

Jackie Comeaux - Certificates
Email: JComeaux@acrisure.com

Zina Sampey - MVRs
Email: ZSampey@acrisure.com

Claude Richardel - Contract Review
Email: CRichardel@acrisure.com

John Robert
Claims
Email: JRobert@acrisure.com

Additional Services

Contract Review: Another important service we provide is contract review of insurance requirements, therefore please provide us with copies of all contracts, preferable before you sign them. The scope of our review is to determine if your insurance program addresses the types and amounts of insurance coverage referenced in the contract. We will also identify the significant insurance obligations and advise you if changes are required in your insurance program to meet the insurance obligations of the contract.

Named Insured

Named Insured

Name:	Terrebonne Parish Consolidated Government
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Policy Term

Effective/Expiration Date
03/01/2024 to 03/01/2025

PRIMARY LEAD PROPERTY QUOTE

\$25,000,000

Includes Fire/Wind/Hail

Coverage: Select Business Policy with Broker Manuscript Form
Company: **Houston Casualty Company (UK Branch)**
Best Rating: A++XV Non-Admitted
Premium: **\$4,276,932**

Schedule of Locations					
Loc/ Bldg	Address and Occupancy	Coverages	Limit of Insurance Per Occurrence	Coinsurance / BI Options	Valuation
1/1	Scheduled per SOV submitted to company	Building	\$271,540,444	NIL	RC/ACV
		Other Structures	\$22,586,235	NIL	RC
		Infrastructure–Docks,Wharfs	\$4,220,713	NIL	RC
		Business Personal Property	\$105,689,289	NIL	RC
		City Vehicles	\$13,499,313	NIL	ACV
		TOTAL TIV	\$417,535,994	NIL	
Any one Occurrence: \$25,000,000					

RISK DETAILS

UNIQUE MARKET REFERENCE (UMR): B0507PP2400018

TYPE: Contract Classification: Insurance

Description: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING FLOOD, EARTHQUAKE, STORM SURGE AND BOILER EXPLOSION AND MACHINERY BREAKDOWN.

INSURED: Terrebonne Parish Consolidated Government and all Political Subdivisions for which Terrebonne Parish Consolidated Government has the legal liability to insure – and any subsidiary, associated, or allied company, corporation, firm, organization, and the Insured's interest in partnerships and joint ventures and any owned (wholly or partially) or controlled company(ies) where the Insured maintains an interest, all for which the Insured has management control or ownership as now or hereafter constituted or acquired, as their respective interest may appear; and any other party in interest that is required by contract or other agreement to be named, as their respective interest may appear; all hereinafter referred to as the "Insured"

Address:

Street No & Street: Risk Management, P.O. Box 2768

City: Houma, Zip Code: 70361

Country Sub-division: Louisiana, Country: USA

PERIOD OF INSURANCE:

From 1 March 2024 to 1 March 2025, both days at 12:01 AM at the location of the property insured.

INTEREST: Real and Personal Property of the Insured which has been declared to and agreed by Underwriters or property of others which is in the Insured's care, custody or control for which the Insured may be legally liable, Improvements and Betterments, Electronic Data Processing Hardware and Software, Motor Vehicles, Property whilst in the Incidental Course of Construction, Accounts Receivable, Valuable Papers and Records, Fine Arts, Property in Transit, Extra Expense and Leasehold Interest, as more fully defined in the Policy Wording.

LIMIT OF LIABILITY: USD 25,000,000 any one Loss Occurrence

Only to pay excess of Deductibles.

DEDUCTIBLES: USD 100,000 any one Loss Occurrence in respect of All Perils, except: 5% per unit of insurance in respect of the peril of Named Storm, subject to a minimum of USD 2,500,000 any one Loss Occurrence.

When an applicable deductible is on a units of insurance basis, subject to any applicable minimum deductible, the amount of the deductible shall be determined by applying the percentages separately to each of the following units of insurance:

1) Each building or structure which has sustained loss or damage for which claim is being made under this Policy;

2) Personal property located within each building or structure if any such personal property has sustained loss or damage for which claim is being made under this Policy;

3) All personal property in the open that sustained loss or damage for which claim is being made under this Policy;

With respect to (1), (2) and (3) above, the values to be used to calculate that portion of the deductible shall be those associated with each such unit of insurance in the most recent Statement of Values on file with Underwriters or, if not so specified (or for property in the course of incidental construction), the values determined at the time and place of loss.

Named Storm is defined as a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm.

USD 500,000 any one Loss Occurrence in respect of All Other windstorm and hailstorm

USD 1,000,000 any one Loss Occurrence in respect of All Other Perils at the Non- Operational Power Plant facility at 1551 Barrow St, Houma, LA.

SCHEDULE OF PROGRAM SUBLIMITS OF LIABILITY:

Any one occurrence. Entire program from ground up (excess of deductibles).

USD 2,500,000 Extra Expense

USD 2,500,000 Valuable Papers and Records

USD 2,500,000 Accounts Receivable

USD 1,000,000 Fine Arts

USD 2,500,000 Electronic Data Processing Hardware / Software

USD 5,000,000 Ordinance or Law: Demolition / Increased Cost of Construction (but Policy Limit for value of undamaged portion of building)

USD 500,000 Off Premises Utilities' (Direct Damage & Extra Expense) (Excluding Overhead Transmission & Distribution Lines)

USD 2,500,000 Miscellaneous Unnamed Locations

USD 500,000 Temporary Removal of Property

USD 12,000,000 Motor Vehicles on an Insured Location (Property Insured) (Actual Cash Value)

USD 2,500,000 Automatic Acquisition (180 Days)

USD 500,000 Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal (Annual Aggregate)

USD 5,000,000 or 10% of the amount of damage and destruction, whichever the greater Debris Removal

USD 1,000,000 Civil or Military Authority (Extra Expense) - 30 days USD

1,000,000 Unintentional Errors and Omissions

USD 1,000,000 Ingress / Egress (Extra Expense) - 30 Days

USD 1,000,000 Leasehold Interest

USD 1,000,000 Mold Mildew and Fungus (Annual Aggregate) (LMA5188)

USD 500,000 Professional Fees (Claims Preparation Expense)

USD 4,220,713 Docks, Piers, Wharves, and Bulkheads. The most this policy will pay for any Dock, Pier, Wharf, or Bulkhead shall be the lesser of repair or replacement cost. This policy will not cover any unscheduled or miscellaneous Docks, Piers, Wharves, or Bulkheads that are not included in the most recent Statement of Values on file with the Underwriters.

USD 2,500,000 (Final Contract Value) Property in the Incidental Course of Construction, installation, repair, renovation and the like, at existing locations

USD 1,000,000 Transit (on Insured's vehicles only)

TERRITORY: The fifty (50) states comprising the United States of America, its territories and possessions, the District of Columbia and Puerto Rico

CONDITIONS: Policy Wording: LMA 3022 (amended) United States of American Non-Marine Direct Physical Loss or Damage Wording, as expiring UP2304930, which includes but is not limited to the following:

- Radioactive contamination
- exclusion Asbestos clause
- War exclusion
- Misrepresentation and Fraud clause
- Claims Nominee/Notification of Claims to as per Overseas Broker
- Annual Adjustment provision - additions/ deletions and increased/ decreased in values are to be reported quarterly with annual premium adjustments.
- 90 Days Cancellation clause
- LMA5038 Replacement Cost Endorsement (Actual Cash Value as respects Motor Vehicles on an Insured Location (Property Insured), all roofs on Property Insured that are of 12 years of age or older, and the Non-Operational Power Plant facility at 1551 Barrow St, Houma, LA)
- LMA5043 Extra Expense Extension
- LMA5151(amended) Accounts Receivable Extension
- LMA5186(amended) Valuable Papers and Records
- Extension Fine Arts Extension
- LMA5187(amended) Demolition and Increased Cost of Construction Extension
- LMA5045(amended) Off Premises Utilities' Service Clause (Extra Expense)
- Off Premises Utilities Direct Damage clause
- Miscellaneous Unnamed Locations clause
- Temporary Removal of Property clause
- LMA5046(amended) Automatic Acquisition Clause
- LMA5155 Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal Extension
- NMA2343 Debris Removal Endorsement

LMA5162 Civil or Military Authority Extension(Extra Expense)
LMA5165 Ingress/Egress Extension (Extra Expense)
LMA5152(amended) Errors and missionsExtension
Leasehold Interest clause
LMA5188 Mold, Mildew & Fungus Clause and Microorganism Exclusion
(Time Limit and Sublimit) (USD 1,000,000 aggregate limit)

LMA5166(amended)Professional Fees Extension (Claims Preparation
Costs)

LMA5047(amended) Property in Course of Incidental Construction

LMA5167 Protection & Preservation of Property
Extension

LMA5583B Territorial Exclusion Belarus, Russia and
Ukraine

LMA5059 Transit Extension
Additional Named Insured, Loss Payees and Mortgage
Interest clause

LMA5599 Values Limitation Endorsement (100%)
Joint Loss Adjustment Agreement clause
Pre-Existing Damage Exclusion
Cosmetic Damage Exclusion
Minimum Earned Premium Endorsement (25%)

Assigned Independent third party adjuster Charles Alan Ruscher at McLarens, but
the carriers reserve the right to use their own adjuster, if deemed necessary.

LMA5400 Property Cyber and Data

LMA5393 Communicable Disease

LMA 5390 US Terrorism Risk Insurance Act of 2002 – Not Purchased Clause

LMA5130 Application of Sublimits Endorsement

LMA3100 Sanction Limitation and Exclusion Clause

NMA 2802 Electronic Date Recognition Exclusion Clause

NMA2419 Lines Clause

NMA 2962 Biological or Chemical Materials Exclusion Clause

NMA 2920 Terrorism Exclusion Endorsement

Coverage for the Power Plant facility at 1551 Barrow St, Houma, LA is on a Non- Operational risk basis. Should the facility become operational then coverage will cease from the moment of operation unless otherwise agreed by Underwriters.

NOTICES: Louisiana Disclosure Form (LA SITUATION) LMA9189

CHOICE OF LAW & JURISDICTION:

The applicable law will be determined by the court of competent jurisdiction as referred to in LMA5020. LMA5020 US Jurisdiction in respect of Lloyd's Syndicates naming Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017

In respect of all other Underwriters Mendes & Mount of 750 Seventh Avenue, New York, New York, 10019-6829

PREMIUM PAYMENT TERMS: PPC5 (TOR) 4/86 Direct (60 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 April 2024

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro-rata temporis.

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Slip Leader only.

RECORDING, TRANSMITTING & STORING INFORMATION: Where the Broker maintains risk and claim data/information/documents the Broker may hold data/information/documents electronically

INSURER CONTRACT DOCUMENTATION:

This document details the contract terms entered into by the Insurers. Xchanging Ins-Sure Services to sign Policy on Policy Form LMA 3044A. Ardonagh Specialty Limited t/a Price Forbes and Partners produce wording for Slip Leader agreement

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker
POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA

INFORMATION

INFORMATION

Occupation: Municipality

Total Insurable Values: USD417,535,994

USD 271,540,444 Buildings

USD 22,586,235 Other Structures

USD 4,220,713 Infrastructure (docks, wharves)

USD 105,689,289 Personal Property

USD 13,499,313 Vehicles

As per Schedule of Values uploaded to Whitespace

Loss Record: - As advised by AmWINS to Ardonagh Specialty Limited t/as Price Forbes & Partners in an email dated 1 December 2023 As uploaded to Whitespace

As advised by Price Forbes & Partners Limited email dated 5 January 2017

Risk Number	Period from/to dates	Date of Loss	Loss Details
N12NA0122	1 March 2012 to 1 March 2013	15 August 2012	Kobelco Excavator caught fire, damage to Building,
			Claim Closed.
			Paid Loss Total: Nil. Fee Total: USD 2,803.13
		28 August 2012	Storm Damages sustained following Hurricane Isaac.
			Claim Closed.
			Paid Loss Total: USD 64,342.43
			Fee Total: USD 47,162.73
N11NA0122	1 March 2011 to 1 March 2012	4 September 2011	Storm Event Engine Breakdown.
			Claim Closed.
			Paid Loss Total: Nil. Fee Total: USD 3,100.60
N10NA0074	1 March 2010 to 1 March 2011	3 August 2010	Vandalism / Property Damage
			Claim Closed
			Paid Loss Total: Nil. Fee Total: USD 1,766.12

As advised to Price Forbes & Partners Limited email dated 15 December 2014:

Additional years are as follows; note there are only four occurrences over USD 100K in the past fourteen years:

2009 to 2010:

DOL 3 27 2009 – Water Damage – Roof Leak – USD 1,839 Expense Only, No Indemnity Paid

2008 to 2009:

DOL 9 January 2008 – Hurricane Gustav – USD 2,802,423 Paid excess of 2% Ded. The original loss amount was USD 4.3M in 2010 but was closed out in USD 2.8M.

2007 to 2008: NIL

2006 to 2007: NIL

2005 to 2006:

DOL 9 24 2005 – Hurricane Rita – USD 884,915 Paid excess of 2% Ded DOL 8 29 2005 – Hurricane Katrina – USD 97,666 Paid excess of 3% Ded

2004 to 2005: NIL

2003 to 2004: NIL

2002 TO 2003: NIL

2001 TO 2002: NIL

SECURITY DETAILS

INSURERS LIABILITY: (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportions may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in

the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. LMA3333

21 June 2007

ORDER HEREON: % of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

- a) In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- b) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured, or the (re)insured's representatives, and the Slip Leader. Such variation to be in accordance with provision a) above with the resulting variation in signed lines commencing from the date set out in that agreement

Any other variation to the contracts will take effect only by the documented agreement of the (re)insured, or the (re)insured's representatives, and all (re)insurers whose lines are to be varied. Such variation to the contracts will take effect only when all such (re)insurers have agreed with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- a unique authorisation provided via a secure electronic trading platform
- a timed and dated authorisation provided via an electronic message/system;
- an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed by one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

SUBSCRIPTION AGREEMENT

CONTRACT LEADER: The Bureau(x) Leader(s) is as defined in the electronic security details pages attached herein except where shown below:

Lloyd's: as per electronic security details

ILU: Not Applicable

LIRMA: as per electronic security details

BASIS OF AGREEMENT TO CONTRACT CHANGES:

GUA (February 2014) with Non Marine Schedule (October 2001).

Where required following markets to be advised of agreed endorsements by Ardonagh Specialty Limited t/as Price Forbes & Partners by email.

Agree monetary lines to stand part of reduced Sum Insured with final Sum Insured and Premium to be agreed Contract Leader. Final Ingoing Values, sub-limits, deductibles and premium to be agreed

Contract Leader if required. Any amendments to Original Policy Wording to be agreed Contract Leader.

BASIS OF CLAIMS AGREEMENT:

As specified under CLAIMS AGREEMENT PARTIES section of this Contract and to be managed in accordance with:

- THE SINGLE CLAIMS AGREEMENT PARTY

ARRANGEMENT LMA9150 as below for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims);

- The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto;
- IUA claims agreement practices;
- The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

CLAIMS AGREEMENT PARTIES:

- A) Claims falling within the scope of LMA9150 to be agreed by SLIP LEADER only on behalf of all A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

- B) For all other claims:

I. For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined in the electronic security details pages attached herein except where shown below:

The leading Lloyd's Syndicate: as per electronic security details

The second Lloyd's Syndicate: as per electronic security details

- A) Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

- B) For all other claims:

1. For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined in the electronic security details pages attached herein except where shown below:

The leading Lloyd's Syndicate: as per electronic security details OR [name / stamp pseudonym] (syndicate / bureau(x) code)]

The second Lloyd's Syndicate: as per electronic security details OR [name / stamp pseudonym] (syndicate / bureau(x) code)]

Where the leading and / or second Lloyd's syndicate is not defined within this heading or the electronic security details pages, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

- 1) For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);
- 2) For electronic placement, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

In the event that two or more stamps are implicated, the second Lloyd's syndicate shall be the first stamp to appear after leading Lloyd's syndicate or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

II. The first ILU company (re)insurer and, where required by ILU practices, the second ILU company (re)insurer is as defined in electronic security details pages attached herein except where shown below:

The first ILU Company (Re)Insurer: Not Applicable

The second ILU Company (Re)Insurer: Not Applicable

Where the first and / or second ILU company (re)insurer is not defined within this heading or the electronic security details pages, then the leading ILU company (re)insurer shall be the ILU Bureau Leader. The second ILU company (re)insurer shall be nominated by the first ILU claims agreement party in the event of a claim.

The first LIRMA company (re)insurer is as defined in electronic security details pages attached herein except where shown below:

The first LIRMA Company (Re)Insurer: as per electronic security details OR [name][LIRMA code]
shall be the LIRMA Bureau Leader

III. Those IUA company (re)insurer(s) that have specifically elected to agree claims in respect of their own participation: None

IV. All other subscribing insurers, each in respect of their own participation, which are not party to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Contract Leader and / or Lloyd's and IUA claims agreement parties, excepting those that may have opted out below.

None

Where Lloyd's Insurance Company S.A. participates on the contract, the leading managing agent and second managing agent, where applicable, shall agree claims on behalf of Lloyd's Insurance Company S.A.. The leading managing agent and second managing agent is as defined in electronic security details attached herein except where shown below:

The leading managing agent: as per electronic security details

The second managing agent: as per electronic security details

Where the leading and / or second managing agent is not defined within this heading or the electronic security details pages, then the leading managing agent shall be the Bureau Leader acting on behalf of Lloyd's Company S.A..

The second managing agent shall be:

i) For physical (non-electronic) placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.);

ii) For electronic placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.).

In the event that two or more stamps are implicated, the second managing agent shall be the first stamp to appear after leading managing agent or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

Where the Lloyd's and IUA claims agreement parties disagree, all other subscribing (re)insurers agree each in respect of their own participation.

V. Notwithstanding anything contained in the above to the contrary, any ex- gratia payments to be agreed by each (re)insurer for their own participation.

CLAIMS ADMINISTRATION:

Current Xchanging Claims Services claims procedures to be followed where applicable.

IUA Contractual Condition to apply in respect of CLASS circulations to IUA following market.

Broker is to enter claims advices, via ECF, onto CLASS system as appropriate, for agreement by insurers.

Distribution of claim file information to Insurers by Ardonagh Specialty Limited t/as Price Forbes & Partners may be by electronic (or paper) means, as they may deem appropriate.

Unless specified otherwise by Ardonagh Specialty Limited t/as Price Forbes & Partners or within the Risk Details,

upon submission of a collection to Insurers, such Insurers agree to make payment to Ardonagh Specialty Limited t/as Price Forbes & Partners within 10 working days following agreement by all applicable Claims Agreement Parties of the Main Market Placement.

Ardonagh Specialty Limited t/as Price Forbes & Partners and Insurers agree that any claims hereunder (including any claims related costs/fees) may be notified and administered via ECF with any payment(s) processed via CLASS.

Ardonagh Specialty Limited t/as Price Forbes & Partners and Insurers further agree that any claims notified hereunder to Price Forbes & Partners shall be deemed notified to Insurers on the same time/day.

All non-bureau and overseas markets are to settle by electronic transfer.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:

None, unless otherwise specified here by any of the Claims Agreement Parties shown above.

EXPERT FEES COLLECTION:

Appointed expert(s) to collect their own fees, unless there is an agreement with Ardonagh Specialty Limited t/as Price Forbes & Partners that specifies otherwise

SETTLEMENT DUE DATE: 29 April 2024

BUREAUX ARRANGEMENTS:

Delinked accounts to be presented by Broker to Xchanging Ins-sure Services. If the Settlement Due Date is due on a Non Working Day, Underwriters agree that the Settlement Due Date will be the next working day. Any amendments to "Number of Days" shown in either Premium Warranty Conditions or LSW3000 to be agreed Contract Leader if

required. Where a Premium Payment Condition applies, the settlement due date is deemed in all instances to be the same as the Premium Payment Condition due date. In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/ or

Year of Account (as detailed in Fiscal and Regulatory) differs from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence.

NON-BUREAUX ARRANGEMENTS: None

NOTICE OF CANCELLATION PROVISIONS:

Format and Delivery Provisions

Any Notice of Cancellation shall be issued to the broker by email

Failure to comply with this delivery requirement will make the notice null and void. Delivery of the notice in accordance with this delivery requirement is effective immediately unless the underwriter receives a notice of failure of delivery irrespective of whether the broker has acknowledged receipt.

If notice is given by the Contract Leader on behalf of all participating (re)insurers, the broker will provide all followers with a copy of the notice without undue delay and in any event prior to expiry of the Notice.

FISCAL AND REGULATORY

TAX PAYABLE BY INSURER(S):

4% Federal Excise Tax for Companies where applicable Not applicable to Lloyd's Underwriters

REGULATORY RISK LOCATION: United States of America

OVERSEAS BROKER: Name: AmWINS Brokerage of Texas Inc.

Role: Introducing Broker

Street No. and Street: 5910 North Central Expressway, Suite 500,

City: Dallas

Zip or Postcode: 75206 Country

Sub-Division: Texas Country: USA

US CLASSIFICATION: US Surplus Lines

SURPLUS LINES BROKER:

Name: AmWINS Brokerage of Texas Inc.

Street No. and Street: 5910 North Central Expressway, Suite 500

City: Dallas

Zip or Postcode: 75206 Country: USA

Country Sub-Division: Texas

Broker Licence Number: 334280

STATE OF FILING: US State: Louisiana

ALLOCATION OF PREMIUM TO CODING:

Risk Code : P2 Premium Allocation: 100%

REGULATORY INSURED CLASSIFICATION: Commercial - Large Risk

TERRORISM & SABOTAGE QUOTE

Coverage: Terrorism for \$25,000,000 Property Coverage
Company: Indian Harbor Insurance Company
Best Rating: A+XV (Superior); Non-Admitted
Premium: \$16,251.75

Total insurable value: \$417,535,994 As per schedule of locations on file with this Company submitted by the Producer

Coverages

Coverages	Layer Limit of Liability	100% Layer Premium
Terrorism and Sabotage	\$25,000,000 Per Occurrence and in the Aggregate	\$15,500
Terrorism Liability Sublimit Option *	\$1,000,000 Per Occurrence and in the Aggregate	\$10,000 Additional Premium
Active Assailant Sublimit Option *	\$1,000,000 Per Occurrence and in the Aggregate	\$12,500 Additional Premium
CBRN Sublimit Option *	Not Covered	Pricing available upon request
Policy Limit	\$25,000,000 is the maximum amount the Company shall pay Per Occurrence and in the Annual Aggregate excess of deductible. The Company's payment for one Occurrence shall reduce the applicable limit available for another separate Occurrence.	

* Coverages are optional and not required.

As an alternative to the \$25M loss limit, the underwriter offered three limit options for the Insured to consider:

1. \$50,000,000 per occurrence and in the Aggregate at \$29,882.25 premium including surplus lines taxes
2. \$100,000,000 per occurrence and in the Aggregate at \$49,803.75 premium including surplus lines taxes
3. \$150,000,000 per occurrence and in the Aggregate at \$57,667.50 premium including surplus lines taxes

Coverage Summary

Additional Sublimits	\$250,000		Accounts Receivable
	\$1,000,000		Automatic Coverage
	Excluded		Business Interruption
	\$100,000		Civil Military Authority – 1 Mile Distance Limitation
	\$1,000,000		Computer Equipment
	Excluded		Contingent Business Interruption – Named Suppliers and Customers Within the US Only
	\$250,000		Debris Removal
	\$250,000		Decontamination Costs – Excluding CBRN
	\$1,000,000		Demolition and Increased Cost of Construction
	\$100,000		Expert Fees
	\$250,000		Extra Expense
	180 days		Extended Period of Indemnity
	\$250,000		Fine Arts
	\$100,000		Fire Department Service Charges and Extinguishing Expenses
	\$100,000		Ingress/Egress - 1 Mile Distance Limitation
	\$250,000		In Transit
	\$100,000		Key & Lock Expense
	\$100,000		Landscaping
	\$100,000		Leasehold Interest
	\$1,000,000		Miscellaneous Unnamed Locations – excluding Tier 1
	\$1,000,000		Newly Acquired Locations, Excluding Tier 1
	\$1,000,000		Off – Premises Service Interruption
	\$100,000		Professional Fees
	\$1,000,000		Property in the Course of Construction
	\$250,000		Preservation Of Property
	\$100,000		Research and Development
	\$100,000		Soft Costs and Delay in Start Up
	\$100,000		Valuable Papers and Records

Unless otherwise specified, all sublimits listed above apply on a per occurrence basis and are a part of, and not in addition to, the Terrorism and Sabotage limit of liability.

Additional Sublimits Applicable to Active Assailant - if purchased:

	\$1,000,000		Ingress/ Egress – 1,500 feet distance limitation
	\$100,000		Public Relation consultancy costs
	\$10,000		Counselling costs – per person
	\$10,000		Medical expenses – per person
	\$10,000		Employee retraining costs per person
	\$25,000		Security costs

Deductibles	\$50,000		Per Occurrence
Waiting Period		24 Hours	Ingress/Egress
		24 Hours	Civil Military Authority
		24 Hours	Off- premises Service Interruption
Territory:	The fifty (50) states of the United States of America, the District of Columbia, the United States Virgin Islands, Canada, and Puerto Rico		
Cancellation	This Policy is non-cancellable by either Underwriters (other than for non-payment of premium) or the Insured.		

Policy Form Schedule

Policy Form	Form Number	Form Title
	UPV 000 1221	Terrorism & Sabotage Declarations
	UPV 050 1221	Terrorism & Sabotage Policy
	Active Assailant Event Stand-alone Policy	Stand-alone Policy Active Assailant Event - <i>if purchased</i>
	Version 2.1 28-10-03	Terrorism Liability Insurance T3L - <i>if purchased</i>
Endorsements	XL - SOP 0118	State Service of Process Endorsement
	UKIP 900 1221	TRIA Disclosure Notice Endorsement
Policyholder Notices	IL MP 9104 0314	In Witness Notice IHIC
	PN CW 05 0519	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
	PN CW 02 0119	Privacy Policy
	PN CW 01 0123	Fraud Notice

General Conditions

- This quotation is based upon the information received from the Producer
- The Company reserves the right to amend this quotation if there is any material change to the information provided by the Producer.
- It should not be construed that this quotation meets or exceeds all terms and conditions requested in the submission. Please review carefully prior to binding.
 - This document is a quotation; it is not a binder of coverage. Insurance coverage is not effective until the Insured or Producer receives written confirmation from the Company.
 - The premium shown is on an annual basis.
 - The premium is based on total insured values of \$417,535,994.
 - Premium is payable in full within 30 days of inception.
 - The surplus lines tax and any applicable stamping fee and state surcharge(s) are payable in addition to the premium. It is the surplus lines broker's responsibility to collect and remit these fees, in addition to handling the surplus lines filing.
 - Minimum Earned premium of 100%.
 - Policy Wording per attached XL Terrorism & Sabotage Policy.
 - Restricted Areas: U.S. cities are defined as: New York City (Manhattan Borough), Boston, Chicago, Los Angeles, San Francisco, and Washington D.C. Any Newly Acquired locations in Restricted Areas require prior agreement from the Company before inception of coverage.

Terrorism Risk Insurance Program Reauthorization Act (TRIPRA)

The Policy Shall Include the Following Coverage:

In consideration of the premium detailed below, with respect to insured locations in the United States, its territories and possessions and Puerto Rico, this policy is extended to insure Certified Act(s) of Terrorism. All other terms, conditions and exclusions of this policy including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this policy.

Any loss or damage and resulting business interruption for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act, as amended (all hereinafter, "TRIA"), are not insured under any circumstance by this coverage extension regardless whether caused by or resulting from an insured peril.

Disclosure of U.S. Government Participation in Payment of Terrorism Loss

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. Beginning January 1, 2020, the federal share equals 80% of that portion of the amount of such insured losses that exceeds the Company's applicable retention. However, if aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Disclosure of Cap on U.S. Government and Company Participation in Payment of Terrorism Losses

TRIA contains a \$100 billion cap that limits U.S. Government reimbursement.

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year and the Company has met its deductible under TRIA, the Company shall not be liable under the TRIA portion of coverage for the payment of any portion of the amount of such TRIA losses that exceeds \$100 billion, and in such case insured TRIA losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Disclosure of Premium for Certified Act(s) of Terrorism Coverage

The premium charged for Certified Act(s) of Terrorism is 80% of the gross premium and does not include any charges for the portion of loss covered by the U.S. Federal Government as set forth in the federal Terrorism Risk Insurance Program (hereinafter the "Program") established by TRIA.

Definitions

Wherever used in this policy or its endorsements a Certified Act of Terrorism means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to TRIA.

Termination

In the event the Program established by TRIA terminates prior to the expiration of this policy, coverage provided under this endorsement for "Certified Act(s) of Terrorism" shall cease simultaneously.

Notwithstanding the TRIA program, this Policy insures against all terrorism perils in accordance with the terms, conditions and exclusions of this insurance. Your policy includes coverage for terrorism losses that are outside the TRIA definition of an "Act of Terrorism" as above. It also provides coverage for you according to your Policy terms, conditions, exclusions and limits, irrespective of any cap, or the termination of TRIA.

INLAND MARINE

Coverage: Inland Marine
Company: **AGCS Marine Insurance Company**
Best Rating: A+XV (Superior); Admitted
Premium: **\$89,715**
Terrorism: Can be purchased for an additional premium of \$2,691

CE 1.3 Qltr. Contractor's Equipment-CE 4200DEC

Rates and Premiums

Type of Equipment	Rates	Premium
Scheduled Equipment	\$0.54	\$71,247
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Premium	\$71,247	

	Limits of Insurance
Aggregate Limit of Insurance any one "Occurrence"	Limits of Insurance
	\$13,193,897

The applicable valuation is selected as shown by an [X] in either of the corresponding boxes below.

- ☒ The amount of any "Loss" of or to any item insured shall be determined as set forth in E. Conditions 11.a. Actual Cash Value basis unless Replacement Cost is shown below then the amount of any of or to any item insured shall be determined as set forth in E. Conditions 11.b Replacement Cost.

☐ Covered Property that is five years old or less from the date of manufacture at the time of the "Loss" (without regard to the date the Covered Property was acquired by you) will be valued at Replacement Cost as set forth in Conditions E.11.b. All other Covered Property will be valued at Actual Cash Value as set forth in Conditions E.11.a.

Item	Description	Replacement Cost Applies	Limit of Insurance *
001	As per schedule on file with us received 12/29/2023	<u>No</u>	\$13,193,897 \$ \$ \$ \$

*No coverage is afforded for any item unless a limit of insurance is shown in the declarations or schedule on file dated 12/29/2023.

Deductible

\$10,000 for scheduled
items under \$25,000;
\$25,000 for scheduled
items over \$25,000

Underground Coverage

If this box is checked, Section A.4.f Property Not Covered is deleted. ☐

Coinsurance 80%

Special Conditions or Provisions (If any)

Flood is Excluded

Earthquake is

Excluded

See IM8010 08 15 for W/H Deductible

SA	1.0	Qltr.	Scheduled	Property	Floater-SA	5011DEC
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Rate and Premium

Rate \$0.54

Premium \$18,468

Location of Covered Property

Limit of Liability

Scheduled Property (per schedule on file received 12/19/2023)

\$3,420,000

All Covered Property in any one occurrence

\$3,420,000

Description of Covered Property: Pump Stations but excludes Major Facility Stations listed on schedule. Coverage is for 1. Pumps Submersible & Control Panel, 2. Pumps Above Ground 3. Pumps Above Ground within Bldg. on schedule on file

☐ If this box is checked, Exclusion B.1.a. Earth Movement is deleted.

☐ If this box is checked, Exclusion B.1.e. Water is deleted.

Deductibles

A. All Covered Causes of Loss other than B. or C. below

\$10,000 for scheduled items
under \$25,000; \$25,000 for
scheduled items over \$25,000

B. Earth Movement (as defined in Exclusion B.1.a.)

\$Excluded

C. Water (as defined in Exclusion B.1.e.)

\$Excluded

Premium Breakdown By Coverage (excl TRIA, Surcharges)

Coverage	Premium
Contractors Equipment	\$71,247
Scheduled Property	\$18,468

Premium Summary

Premium Excluding Terrorism \$89,715

Terrorism Coverage 3 % If terrorism coverage is purchased, there will be either an additional or return premium equal to the percentage shown above on all monetary endorsements and adjustments.

Terrorism Premium \$2,691 (Dollar amount that equates to the percentage above)

Total Policy Premium with Terrorism (Excluding Applicable Surcharges) \$92,406

Estimated Surcharges Florida \$ NA

Estimated Surcharges Kentucky \$ NA

Estimated Surcharges Louisiana \$ N/A

Estimated Surcharges Minnesota \$ NA

Estimated Surcharges New Jersey \$ NA

Estimated Surcharges New York \$ NA

Estimated Surcharges West Virginia \$ NA

Total Estimated Policy Surcharge (non-Terrorism) \$NA

The premium(s) listed above may vary from the actual premium(s) shown on the policy due to additional charges that have not been included for installment charges, taxes, surcharge fees and premium rounding that may apply when issuing the policy.

Total Estimated Policy Premium with Terrorism (Including Applicable Surcharges) \$92,406

INLAND MARINE – TRAVELERS

Coverage

Flood Limit of Insurance \$7,206
Earth Movement \$7,206
Excludes all pumping stations

Deductible

Basic Deductible \$1,000
Flood Deductible \$1,000
Earth Movement Deductible \$1,000
Windstorm Deductible \$1,000

Valuation

Actual Cash Value

Coinurance

80%

Coverage Extensions:

	Limits of Insurance
1. Fire Protective Systems:	\$ 75,000
2. Newly Acquired Property:	\$ 25,000
3. Preservation Of Property Expense:	\$ 5,000
4. Valuable Papers And Records:	\$ 50,000

Additional Coverages:

1. Claim Data Expense:	\$ 5,000
2. Debris Removal Increased Limit:	\$ 75,000
3. Fire Or Police Department Service Charge:	\$ 25,000
4. Pollutant Cleanup And Removal:	\$ 25,000
5. Reward Coverage:	\$ 2,500

COMMUNICATIONS COVERAGE

Communications Tower	\$86,000
Deductible	\$ 1,000
Windstorm or Hail Deductible	\$10,000

Coverage Extensions

Limit of Insurance

Expediting Expenses:	\$25,000
Fine Art:	\$50,000
Fire Protection Systems:	\$75,000
Newly Acquired Or Constructed Property:	\$250,000
Personal Effects:	\$2,500
Tower Collapse Damage To Buildings That Are Not Covered Property:	\$25,000
Tuning Of Towers:	\$50,000
Valuable Papers And Records:	\$50,000

Additional Coverages

Claim Data Expense:	\$5,000
Debris Removal Increased Limit:	\$25,000
Fire Or Police Department Service Charge:	\$25,000
Ordinance Or Law:	\$100,000
Pollutant Clean Up And Removal – Annual Aggregate:	\$15,000
Preservation Of Property Expense: \$25,000	
Reward Coverage	
25% of covered loss up to maximum of: \$2,500	

Premium: \$2,527.00

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL TO 0211 89 COMMON POLICY DECLARATIONS
IL T8 0110 93 FORMS, ENDORSEMENTS AND SCHEDULE
NUMBERS

INLAND MARINE

CM B0 72 02 18	MISC PROPERTY COVERAGE FORM DEC
CM B1 05 01 19	COMMUNICATIONS COVERAGE FORM DEC
CM B1 06 01 19	COMMUNICATIONS SUPPLEMENTAL DECLARATIONS
CM B1 10 01 19	COMMUNICATIONS TOWERS SCHEDULE
CM T0 11 08 05	TABLE OF CONTENTS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
CM T2 39 01 16	MISCELLANEOUS PROPERTY COVERAGE FORM
CM T2 45 01 19	COMMUNICATIONS COVERAGE FORM
CM U6 18 05 21	BLANKET LOSS PAYEES
CM U6 17 01 23	ELECTRONIC VAND LIMITATION & OTHER CHGS
CM T3 98 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
CM T7 56 01 16	EARTH MVMNT LIMIT-DESCRIBED PROP OR LOCS
CM T7 66 01 16	FLOOD LIMIT-DESCRIBED PROP OR LOCS
CM U5 70 01 19	WINDSTORM OR HAIL DEDUCTIBLE
CM U5 77 01 19	LMTD COV FOR FUNGUS, WET ROT & DRY ROT
CM U6 41 01 23	DIGITAL ASSETS EXCL - DIGITAL CURRENCY
CM T9 40 04 13	LOUISIANA CHANGES
CM U1 68 04 23	WNDSTM OR HAIL & NAMED STORM DED - LA

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T3 82 05 13	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL F1 51 07 21	DEPRECIATION - LOUISIANA
IL 02 77 10 20	LOUISIANA CHG-CANCELLATION NONRENEWAL
IL T3 55 05 13	EXCLUSION OF CERTAIN COMPUTER LOSSES

POLICYHOLDER NOTICES

PN T1 94 12 21	IMPORTANT NOTICE - LEAD EXCLUSION
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2023-2024 Premiums

Property – Fire & Extended Perils Including Wind Hail \$25M		
Houston Speciality	Deductibles: Various	\$ 3,683,372.00
Terrorism - \$25M		
Indian Harbor		\$ 15,727.50
Inland Marine - Option I		
AGCS Marine Ins Co.	Deductible \$10K < \$25K	\$ 60,103.00
	\$25K > \$25K	
Inland Marine – Houma Police Floater		
Travelers	Deductible \$2,500	\$ 2,362.00
	Windstorm \$ 10,000	
Total Premium		\$ 3,761,564.50

2024-2025 Premiums

Property – Fire & Extended Perils Including Wind Hail \$25M		
Houston Speciality	Deductibles: Various	\$ 4,276,932.00
Terrorism - \$25M		
Indian Harbor		\$ 16,251.75
Inland Marine - Option I		
AGCS Marine Ins Co.	Deductible \$10K < \$25K	\$ 89,715.00*
	\$25K > \$25K	
Inland Marine – Houma Police Floater		
Travelers	Deductible \$2,500	\$ 2,527.00
	Windstorm \$ 10,000	
Total Premium		\$ 4,385,425.75

***Includes wind/hail**

A.M. BEST FINANCIAL STRENGTH RATING

Best's Rating consists of Rating Classification and Financial Size Category. The Rating Classification assesses Company's overall performance and ability to meet its respective policyholder and other contractual obligations. The Rating Classifications are shown below:

<i>Rating Classification</i>	<i>Ability</i>	<i>"Not Assigned" Classification</i>	<i>Explanations</i>
A++, A+	Superior	NA – 1	Special Data Filing
A, A-	Excellent	NA – 2	Less than Minimum Size
B++, B+	Very Good	NA – 3	Insufficient Operating Experience
B, B-	Adequate	NA – 4	Rating Procedure Inapplicable
C++, C+	Fair	NA – 5	Significant Change
C, C-	Marginal	NA – 6	Reinsurance by Unrated Reinsurer
D	Very Vulnerable	NA – 8	Incomplete Financial Information
E	State Supervision	NA – 9	Company Request
F	In Liquidation	NA - 11	Rating Suspended

The Financial Size Category of Best's Rating examines the Company's financial strength. The financial Size Category accounts for the Company's equity, or Policyholder Surplus available to meet policy holder obligations. The categories are as follows:

<i>Class</i>	<i>Range in 000's</i>	<i>Class</i>	<i>Range in 000'S</i>
I	Up to 1,000	IX	250,000 to 500,000
II	1,000 to 2,000	X	500,000 to 750,000
III	2,000 to 5,000	XI	750,000 to 1,000,000
IV	5,000 to 10,000	XII	1,000,000 to 1,250,000
V	10,000 to 25,000	XIII	1,250,000 to 1,500,000
VI	25,000 to 50,000	XIV	1,500,000 to 2,000,000
VII	50,000 to 100,000	XV	2,000,000+
VIII	100,000 to 250,000		

WHAT DOES CO-INSURANCE MEAN?

A policy may contain a co-insurance provision requiring that the limits of insurance be a minimum percentage (usually 80%) of the insurable value of your property. If the limits of your policy are less than what is required by this provision, then any claim payment made to you may be reduced by the same percentage as the deficiency.

EXAMPLE

Property Value	=	\$ 100,000
Insurance Required	=	\$ 80,000
Insurance Carried	=	\$ 60,000
Amount of Loss	=	\$ 10,000

Since the amount of insurance carried is 25% less than the amount required (\$80,000 as shown above), then any loss paid to you by the insurance carrier would be reduced by 25%. Below is an example of how the amount paid would be calculated.

CO-INSURANCE CALCULATION

$$\frac{\text{Insurance Carried } (\$60,000)}{\text{Insurance Required } (\$80,000)} = .750 \text{ (percentage of the loss to be paid)}$$

$$\text{Amount of Loss} = (\$10,000) \times .750 \text{ (the percentage paid)} = \$7,500.$$

Based on the above example, you would be paid **\$7,500 minus any deductible** that applies.

****Notify your agent immediately when you have a substantial increase in the value of your building or contents in order to avoid any possible co-insurance penalties.**

AUTOMOBILE:

Automobile: This policy can provide a combination of liability protection and physical damage coverage for loss due to damage to vehicles owned, maintained, or used by you. Additional coverages such as medical payments and uninsured motorist protection can be purchased to "customize" the policy to fit your business.

Automobile Liability: This coverage is used to protect against claims alleged for bodily injury and property damage arising from the ownership, maintenance or use of any covered auto.

Collision: This coverage is used to insure against loss or damage to a covered vehicle resulting from collision or upset.

Combined Single Limit: Combined single limit coverage specifies that regardless of the number of covered autos, insureds or claims occurring in any one accident, the most that you can recover is the limit of liability shown on the policy's declaration page. This includes damage associated with bodily injury, property damage and pollution costs or expenses.

Comprehensive: This coverage is used to insure against loss or damage to a covered vehicle resulting from loss other than collision or upset.

Drive Other Car: This endorsement is used to protect employees or other specified individuals when they borrow or rent cars for personal use, and do not have the protection of a Personal Auto policy.

Hired Auto Liability: This coverage is used to protect against claims arising out of the use of vehicles leased, hired, rented or borrowed by you, or your employees, while in the course of business.

Medical Payments: This coverage is used to pay for medical expenses incurred by a covered person injured while driving or riding in your automobile. It provides coverage, regardless of fault, for all reasonable medical costs incurred for up to one year from the date of the accident. It does not cover injury to employees.

Non-Owned Auto Liability: This coverage is used to provide liability protection for autos used in your business that are not owned, leased, hired, rented or borrowed. This includes autos of employees and subcontractors that are used on your behalf.

BUSINESS INCOME:

Business Income: Provides insurance for loss of net profits and continuing expenses (including necessary payroll) due to suspension or interruption of business due to a loss from an insured peril.

Earnings Insurance: A form of business interruption coverage which provides a monthly limitation.

Extra Expense: This coverage pays for the additional costs of keeping a business in operation after a loss, either at the insured location or at a substitute location.

Rental Value Insurance: Rent insurance protects building owners against the loss of income where rentals have been interrupted or rental value impaired by occurrence of any of the hazards insured against. This is Business Interruption insurance for the landlord, assuring continuous income while the building is un-tenantable.

CRIME:

Employee Dishonesty: Indemnifies for loss due to embezzlement or wrongful abstraction of money, securities or other property by employees.

Theft, Disappearance, and Destruction:

Inside Coverage: Provides coverage for loss of money and securities caused by theft, disappearance, or destruction. Coverage also applies to any banking premises.

Outside Coverage: Provides coverage for loss of money and securities in the care and custody of a messenger caused by theft, disappearance, or destruction.

Fiduciary Liability: Covers acts or omissions of individuals who have discretionary responsibility involving a designed pension or profit sharing plan or newly created plan

Forgery: Covers loss resulting from forgery or alteration of any checks, drafts, promissory notes, or similar promises.

EXCESS/UMBRELLA LIABILITY:

Excess Liability: Provides protection against catastrophic liability claims. Coverage is excess over your primary liability policies and is subject to policy conditions and exclusions.

PER CLAIM LIMIT

This is the amount of coverage that is available for each claim during the policy year.

GENERAL LIABILITY:

Advertising Injury:

- A. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- B. Oral or written publication of material that violates a person's right of privacy.
- C. Misappropriation of advertising ideas or style of doing business.
- D. Infringement of copyright, title or slogan.

Blanket Contractual: Coverage is provided for Bodily Injury and Property Damage arising out of liability assumed under written or oral contracts.

Broad Form Property Damage: This form excludes property damage to property owned, occupied or rented by the insured but covers property damage to property in the care, custody and control of the insured with the exception of property upon which the operation is being performed.

Claims Made: This coverage will provide protection for only those claims reported or first made during the policy period or during any previous policy period that is stated in the Prior Acts or Retroactive Date option of your policy. This option allows you to keep coverage in force under consecutive Claims-Made policies.

Employees as Additional Insureds: Coverage is extended to all employees as additional insureds.

Fire Legal Liability: Fire damage to structures while rented or leased to the named insured.

General Liability: Provides in a single contract insurance needed to cover liability for injuries or property damage sustained by members of the public. It covers accidents occurring on your premises or away from your premises as a result of business operations. It automatically covers certain hazards which do not now exist, but which may develop during the life of the policy.

Host Liquor Liability: Coverage is provided for the insured serving alcoholic beverages at functions incidental to the insured's business provided he is not in liquor, or related, business.

Incidental Medical Malpractice: Coverage is provided for rendering - or failure to render - medical care to others.

Independent Contractors: Independent Contractor's Liability Insurance provides for payment on behalf of the insured of all sums which the insured shall become legally obligated to pay damages because of Bodily Injury or Property Damage caused by an occurrence and arising out of (1) operations performed for the named insured by independent contractors or (2) acts or omissions of the named insured in connection with his general supervision of such operations (other than (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures).

Limited Worldwide Liability: Covers liability arising out of the activities of the named insured and his employees while temporarily outside the United States, its' territories or possessions or Canada, provided the original suit for damages is brought within the United States, its' territories or possessions or Canada.

Medical Payments: Pays for medical expenses for bodily injury caused by accident on your premises or because of your operations regardless of fault. Payments not to exceed applicable limit of insurance.

Non-Owned Watercraft (under 26 feet in length): Extends coverage to cover boats used by but not owned by the named insured, nor used to carry persons for a charge.

Occurrence Form: This form provides coverage for claims arising out of an accident which results in bodily injury or property damage neither expected nor intended. The form covers such claims that occur during the policy period regardless of when the claim is made against you. Definitions

Personal Injury:

- A. False arrest, detention or imprisonment.
- B. Malicious prosecution.
- C. Wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies.
- D. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- E. Oral or written publication of material that violates a person's right of privacy.

Products and Completed Operations: Products and Completed Operations includes all bodily injury and property damage occurring away from premises you own or rent and arising out of 'your product' or 'your work' except products that are still in your possession and work that has not yet been completed or abandoned.

PROPERTY:

Accounts Receivable: Covers accounts receivables on a special coverage "all risk" basis. Includes sums due the insured from customers which are uncollectible due to loss or damage to records of accounts receivable, collection expenses in excess of normal, and other reasonable expenses to re-establish records of accounts receivable.

Building: This insurance provides coverage against direct physical damage to the buildings or structures you own or are required to insure by reason of contract or agreement.

Business Personal Property: This insurance covers office contents (furniture, equipment and supplies), your inventory, materials, supplies, fixtures, equipment, machinery, tenant's improvements and betterments at the described premises against risks of direct physical loss from external causes.

Cause of Loss - Basic Form: Perils covered under Basic Form include Fire, Lightning, Explosion, Windstorm or Hail, Smoke, Aircraft or Vehicles, Riot or Civil Commotion, Vandalism, Sprinkler Leakage, Sinkhole Collapse, Volcanic Action.

Cause of Loss - Broad Form: Perils covered under Broad Form Causes of Loss include the identical perils as the Basic Form with the addition of Breakage of Glass, Falling Objects, Weight of Snow, Ice or Sleet, Water Damage, Collapse.

Cause of Loss - Special Form: The covered causes of loss under this form are "risks of physical loss" unless the loss by the peril is excluded or limited. Standard exclusions under this form include Ordinance of Law, Earth Movement, Government Action, Nuclear Hazard, Power Failure, War and Military Action, Water - Flood, Backing Up of Sewers, etc., Artificially Generated Electric Current, Delay, Loss of Use of Market, Wear and Tear, Dishonest or Criminal Acts, Rain, Snow, Ice or Sleet to Property in the Open.

Coininsurance Clause: An agreement in a policy wherein the insured agrees to insure a stated percentage of the value at risk, in return for which a reduction in rate is granted. It is used on both property and time element policies.

Electronic Data Processing Equipment: Covers electronic data processing equipment, other machines related to data processing operation, and media on a special coverage basis.

Glass: Covers described glass, lettering, and ornamentation, for loss caused by breakage or accidental or malicious application of chemicals. Limited protection is provided in your Property policy, but the additional coverage is needed to ensure that adequate insurance is available. Besides covering the scheduled glass, this insurance will pay for the costs to repair or replace the frames, installation of temporary glass or the removal of obstructions in the event of loss.

Replacement Cost: This endorsement provides coverage on the basis of full replacement cost without deduction for depreciation on any covered loss sustained subject to the limits, terms and conditions of the policy including the co-insurance clause. In arriving at the proper amount of insurance to comply with the co-insurance clause no deduction is taken for depreciation.

Signs: This insurance provides coverage against direct physical damage to structural or painted signs, whether or not attached to the building.

Valuable Papers: Valuable papers and records are covered on a special coverage "all risk" basis. Coverage applies on the insured's premises and is extended to cover while being conveyed outside the premises. Coverage will be specific for irreplaceable items or blanket for items which can be reproduced.

QUOTE DETAILS

Quoted Line 25%

Quote Reference

Validity Period 9
(Calendar Days)

Subjectivities/Line Conditions Line to stand, NMA2340 to apply, NMA464 or Fidelis agreed equivalent war exclusion to apply, Sanctions LMA 3100A to apply, LMA5019 Asbestos to apply

Notes

Indicated Stamps



Add'l Backup
Item 6
PPL

RISK DETAILS

**UNIQUE MARKET
REFERENCE (UMR):** B0507PP2400554

TYPE: Contract Classification: Insurance
Description: NAMED WINDSTORM, ALL OTHER WIND AND HAIL ONLY

INSURED: Terrebonne Parish Consolidated Government and all Political Subdivisions for which Terrebonne Parish Consolidated Government has the legal liability to insure – and any subsidiary, associated, or allied company, corporation, firm, organization, and the Insured's interest in partnerships and joint ventures and any owned (wholly or partially) or controlled company(ies) where the Insured maintains an interest, all for which the Insured has management control or ownership as now or hereafter constituted or acquired, as their respective interest may appear; and any other party in interest that is required by contract or other agreement to be named, as their respective interest may appear; all hereinafter referred to as the "Insured"

Address:

Street No & Street: Risk Management, P.O. Box 2768

City: Houma

Zip Code: 70361

Country Sub-division: Louisiana

Country: USA

PERIOD: From 1 March 2024 to 1 March 2025, both days at 12:01 AM at the location of the property insured.

INTEREST: Real and Personal Property of the Insured which has been declared to and agreed by Underwriters or property of others which is in the Insured's care, custody or control for which the Insured may be legally liable, Improvements and Betterments, Electronic Data Processing Hardware and Software, Motor Vehicles, Property whilst in the Incidental Course of Construction, Accounts Receivable, Valuable Papers and Records, Fine Arts, Property in Transit, Extra Expense and Leasehold Interest, all as may be more fully defined in the Insurance(s) issued by the Primary Insurers.

LIMIT OF LIABILITY: USD 15,000,000 any one Loss Occurrence
Excess of:
USD 25,000,000 any one Loss Occurrence
Which in turn in excess of Primary Deductibles.

**DEDUCTIBLES (as
may be applicable):** USD 100,000 any one Loss Occurrence in respect of All Perils, except:
5% per unit of insurance in respect of the peril of Named Storm, subject to a minimum of USD 2,500,000 any one Loss Occurrence.
When an applicable deductible is on a units of insurance basis subject to any applicable

minimum deductible, the amount of the deductible shall be determined by applying the percentages separately to each of the following units of insurance:

- (1) Each building or structure which has sustained loss or damage for which claim is being made under this Policy;
- (2) Personal property located within each building or structure if any such personal property has sustained loss or damage for which claim is being made under this Policy;
- (3) All personal property in the open that sustained loss or damage for which claim is being made under this Policy;

With respect to (1), (2) and (3) above, the values to be used to calculate that portion of the deductible shall be those associated with each such unit of insurance in the most recent Statement of Values on file with Underwriters or, if not so specified (or for property in the course of incidental construction), the values determined at the time and place of loss.

Named Storm is defined as a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone or Tropical Storm.

USD 500,000 any one Loss Occurrence in respect of All Other windstorm and hailstorm

USD 1,000,000 any one Loss Occurrence in respect of All Other Perils at the Non-Operational Power Plant facility at 1551 Barrow St, Houma, LA.

**SCHEDULE OF
PROGRAM
SUBLIMITS OF
LIABILITY:**

Any one occurrence. Entire program from ground up (excess of deductibles).

USD 2,500,000 Extra Expense

USD 2,500,000 Valuable Papers and Records

USD 2,500,000 Accounts Receivable

USD 1,000,000 Fine Arts

USD 2,500,000 Electronic Data Processing Hardware / Software

USD 5,000,000 Ordinance or Law: Demolition / Increased Cost of Construction (but Policy Limit for value of undamaged portion of building)

USD 500,000 Off Premises Utilities' (Direct Damage & Extra Expense) (Excluding Overhead Transmission & Distribution Lines)

USD 2,500,000 Miscellaneous Unnamed Locations

USD 500,000 Temporary Removal of Property

USD 12,000,000 Motor Vehicles on an Insured Location (Property Insured) (Actual Cash Value)

USD 2,500,000 Automatic Acquisition (180 Days)

USD 500,000 Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal (Annual Aggregate)

USD 5,000,000 or 10% of the amount of damage and destruction, whichever the greater Debris Removal

USD 1,000,000 Civil or Military Authority (Extra Expense) - 30 days

USD 1,000,000 Unintentional Errors and Omissions

USD 1,000,000 Ingress / Egress (Extra Expense) - 30 Days

USD 1,000,000 Leasehold Interest

USD 1,000,000 Mold Mildew and Fungus (Annual Aggregate) (LMA5188)

USD 500,000 Professional Fees (Claims Preparation Expense)

USD 4,220,713 Docks, Piers, Wharves, and Bulkheads. The most this policy will pay for any Dock, Pier, Wharf, or Bulkhead shall be the lesser of repair or replacement cost. This policy will not cover any unscheduled or miscellaneous Docks, Piers, Wharves, or Bulkheads that are not included on the most recent Statement of Values on file with the Underwriters.

USD 2,500,000 (Final Contract Value) Property in the Incidental Course of Construction, installation, repair, renovation and the like, at existing locations

USD 1,000,000 Transit (on Insured's vehicles only)

TERRITORY: The fifty (50) states comprising the United States of America, its territories and possessions, the District of Columbia and Puerto Rico

CONDITIONS: All terms and Conditions as detailed within the Contract Wording (Excess Physical Damage Form LPO348C amended, plus Time Element Extension LPO349C amended) and Endorsements, as attached elsewhere hereon, which includes the following:

Radioactive contamination exclusion as per Insurance(s) issued by the Primary Insurers.

Asbestos clause as per Insurance(s) issued by the Primary Insurers.

War exclusion as per Insurance(s) issued by the Primary Insurers

Misrepresentation and Fraud clause as per Insurance(s) issued by the Primary Insurers

Claims Nominee/Notification of Claims to as per Overseas Broker

Annual Adjustment provision - additions/ deletions and increased/ decreased in values are to be reported quarterly with annual premium adjustments.

90 Days Cancellation clause

LMA5038 Replacement Cost Endorsement (Actual Cash Value as respects Motor Vehicles on an Insured Location (Property Insured), all roofs on Property Insured that are of 12 years of age or older, and the Non-Operational Power Plant facility at 1551 Barrow St, Houma, LA) as per Insurance(s) issued by the Primary Insurers

LMA5043 Extra Expense Extension as per Insurance(s) issued by the Primary Insurers

LMA5151(amended) Accounts Receivable Extension as per Insurance(s) issued by the Primary Insurers

LMA5186(amended) Valuable Papers and Records Extension as per Insurance(s) issued by the Primary Insurers

Fine Arts Extension as per Insurance(s) issued by the Primary Insurers

LMA5187(amended) Demolition and Increased Cost of Construction Extension as per Insurance(s) issued by the Primary Insurers

LMA5045(amended) Off Premises Utilities' Service Clause (Extra Expense) as per Insurance(s) issued by the Primary Insurers

Off Premises Utilities Direct Damage clause as per Insurance(s) issued by the Primary Insurers

Miscellaneous Unnamed Locations clause as per Insurance(s) issued by the Primary Insurers

Temporary Removal of Property clause as per Insurance(s) issued by the Primary Insurers

LMA5046(amended) Automatic Acquisition Clause as per Insurance(s) issued by the Primary Insurers

LMA5155 Land and Water Contaminant or Pollutant Cleanup, Removal and Disposal

Extension as per Insurance(s) issued by the Primary Insurers

NMA2343 Debris Removal Endorsement as per Insurance(s) issued by the Primary Insurers

LMA5162 Civil or Military Authority Extension (Extra Expense) as per Insurance(s) issued by the Primary Insurers

LMA5165 Ingress/Egress Extension (Extra Expense) as per Insurance(s) issued by the Primary Insurers

LMA5152(amended) Errors and Omissions Extension as per Insurance(s) issued by the Primary Insurers

Leasehold Interest clause as per Insurance(s) issued by the Primary Insurers

LMA5188 Mold, Mildew & Fungus Clause and Microorganism Exclusion (Time Limit and Sublimit) (USD 1,000,000 aggregate limit) as per Insurance(s) issued by the Primary Insurers

LMA5166(amended) Professional Fees Extension (Claims Preparation Costs) as per Insurance(s) issued by the Primary Insurers

LMA5047(amended) Property in Course of Incidental Construction as per Insurance(s) issued by the Primary Insurers

LMA5167 Protection and Preservation of Property Extension as per Insurance(s) issued by the Primary Insurers

LMA5583B Territorial Exclusion Belarus, Russia and Ukraine as per Insurance(s) issued by the Primary Insurers

LMA5059 Transit Extension as per Insurance(s) issued by the Primary Insurers

Additional Named Insured, Loss Payees and Mortgage Interest clause as per Insurance(s) issued by the Primary Insurers

LMA5599 Values Limitation Endorsement (100%) as per Insurance(s) issued by the Primary Insurers

Joint Loss Adjustment Agreement clause as per Insurance(s) issued by the Primary Insurers

Pre-Existing Damage Exclusion as per Insurance(s) issued by the Primary Insurers

Cosmetic Damage Exclusion as per Insurance(s) issued by the Primary Insurers

Minimum Earned Premium Endorsement (25%) as per Insurance(s) issued by the Primary Insurers

Assigned Independent third party adjuster Charles Alan Ruscher at McLaren's, but the carriers reserve the right to use their own adjuster, if deemed necessary as per Insurance(s) issued by the Primary Insurers

LMA5400 Property Cyber and Data Endorsement as per Insurance(s) issued by the Primary Insurers

LMA5393 Communicable Disease Endorsement as per Insurance(s) issued by the Primary Insurers

LMA 5390 US Terrorism Risk Insurance Act of 2002 as amended – Not Purchased Clause

LMA5130 Application of Sublimits Endorsement as per Insurance(s) issued by the Primary Insurers

LMA3100 Sanction Limitation and Exclusion Clause as per Insurance(s) issued by the Primary Insurers

NMA 2802 Electronic Date Recognition Exclusion Clause (EDRE) as per Insurance(s) issued by the Primary Insurers

NMA2419 Lines Clause

NMA 2962 Biological or Chemical Materials Exclusion Clause as per Insurance(s) issued by the Primary Insurers

NMA 2920 Terrorism Exclusion Endorsement as per Insurance(s) issued by the Primary Insurers

Coverage for the Power Plant facility at 1551 Barrow St, Houma, LA is on a Non- Operational risk basis. Should the facility become operational then coverage will cease from the moment of operation unless otherwise agreed by Underwriters.

NOTICES: Louisiana Disclosure Form (LA SITUATION) LMA9189

**CHOICE OF LAW &
JURISDICTION:**

In the event of any dispute arising between the Insured and Insurers concerning this contract, the following Law and Jurisdiction clause shall apply.

Law:

This contract shall be subject to the state law of Louisiana

Jurisdiction:

Jurisdiction over such dispute will be in accordance with the Service of Suit Clause NMA1998 naming the following in respect of service of process:

in respect of Certain Insurers at Lloyd's of London: Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017

in respect of all other Insurers unless specified elsewhere hereon: Mendes and Mount, 750 7th Avenue, New York, 10019-6829.

PREMIUM: Gross Premium: USD 1,500,000 (100%) Annual.

25% Minimum Earned Premium.

**PREMIUM PAYMENT
TERMS:** PPC (TOR) 4/86 Direct (60 Days)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers on or before midnight on 29 April 2024

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Insured hereby agreeing to pay premium calculated at not less than pro-rata temporis.

Any extensions to the Premium Payment Condition up to 45 days to be agreed by the Contract Leader only.

**TAXES PAYABLE AND
ADMINISTERED BY
THE INSURED OR
THEIR AGENT:**

None

**TAXES PAYABLE BY
INSURED AND
ADMINISTERED BY
INSURERS:**

None

**TAXES PAYABLE BY
THE INSURERS AND
ADMINISTERED BY
THE INSURED OR
THEIR AGENT:**

None

**RECORDING,
TRANSMITTING &
STORING
INFORMATION:**

Where the Broker maintains risk and claim data/information/documents the Broker may hold data/information/documents electronically

**INSURER CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the Insurers and constitutes the contract document.

For contract changes the contract endorsement(s) signed by Insurer(s) shall form the evidence of changes agreed.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker

For the purpose of this contract, it is understood and agreed that wherever the words:

1. "Assured" and "Insured" in relation to person(s) or organization(s) insured hereunder;
2. "Underwriter", "Insurer"; and "the Company";
3. "Policy", "Contract" and "Form"

appear herein, they shall be deemed to read as synonymous terms.

**EXCESS PHYSICAL
DAMAGE FORM**

1. INSURING CLAUSE Subject to the limitations, terms and conditions contained in this Insurance or added hereto, the Insurers agree to indemnify the Insured named in the Risk Details in respect of Direct Physical loss or damage to property as detailed in the Risk Details, occurring during the period detailed in the Risk Details and caused by any of such Perils as are detailed in the Risk Details and which are also covered by and defined in the Insurance(s) issued by the Primary Insurers stated in Item (a) of Underlying Insurance Identification below.

2. APPLICATION OF UNDERLYING PROVISIONS

In respect of the Perils hereby insured against this Insurance is subject to the same warranties, terms and conditions (except as regards the premium, the Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Insurance(s) of the Primary Insurers prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Insurance(s) of the Primary Insurers, then the premium hereon may be adjusted accordingly.

3. LIMIT

Provided always that liability attaches to the Insurers only after the Primary and Underlying Excess Insurers have paid or have admitted liability for the full amount of their respective ultimate net loss liability as shown in the Risk Details, and then the Limits of the Insurers Liability shall be those as detailed in the Risk Details and the Insurers shall be liable to pay the ultimate net loss up to the full amount of such Limit(s).

4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS INSURANCE(S) AND LIMITS

It is a condition precedent to recovery under this Insurance that the Insurance(s) and Limit(s) of the Primary and Underlying Excess Insurer(s) shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the period of this Insurance as detailed in the Risk Details. Only losses which, except for the amount thereof, would have been payable under this Insurance may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

5. UNCOLLECTIBILITY OF OTHER INSURANCE

Notwithstanding any of the terms of this Insurance that might be construed otherwise, the cover provided by this Insurance shall always be excess over the maximum monetary limits of the Primary and any Underlying Excess Insurances as shown in the Risk Details regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency if an underlying Insurer.

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer or for any reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurers.

6. DEFINITIONS

(a) Occurrence: the word "occurrence" shall be as defined in Insurance(s) issued by the Primary Insurers.

(b) Ultimate Net Loss: The words "ultimate net loss" shall mean the loss sustained by the Insured as a result of the happening of the perils insured against by this Insurance, limited by

(i) any sub-limits contained within this Insurance or the Insurance(s) of the Primary and/or the Underlying Excess Insurers.

(ii) making deductions for all salvages, recoveries, and other insurances (other than recoveries under the Insurance(s) of the Primary and Underlying Excess Insurers).

(c) Period: The word "period" shall be understood to mean a period of time commencing on the date as shown in Risk Details.

7. APPLICATION OF RECOVERIES

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained.

8. CANCELLATION

This Insurance may be cancelled by the Insured at any time by written notice or by surrender of this Insurance Contract. This Insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than the number of days (as specified in Risk Details) thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Insurers shall retain the customary

short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis, the Insurers shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Insurers, the Insurers shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Insurers shall receive the earned premium hereon, or the pro rata proportion of any minimum premium stipulated herein, whichever is the greater.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Notwithstanding the foregoing, in the event of cancellation by the Insured, a minimum percentage of the premium, as specified in Risk Details, is deemed fully earned at inception.

9. NOTIFICATION OF CLAIMS

The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm for the purpose shown in Claims Notification below.

Underlying Insurance Identification

- (a) Primary Insurers: Houston Casualty Company
- (b) Underlying Excess Insurers: Not Applicable
- (c) Identification Details and Limits carried under (a) and (b) above:

Policy Nos.

- (a) B0507PP2400018
- (b) Not Applicable

Limits

- (a) USD 25,000,000 any one Loss Occurrence
excess of a deductible or self-insured amount as detailed within PRIMARY DEDUCTIBLES
- (b) Not Applicable

Claims Notification

Notification of Claims Nominee: As per Overseas Broker

If Business Interruption or other Time Element coverage or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Time Element Extension Endorsement LPO349C(MRC), amended where applicable, must be attached hereto.

06/09 LPO348C(MRC) amended

TIME ELEMENT EXTENSION

(For attachment to LPO348C(MRC))

It is understood and agreed that this insurance extends to cover Time Element (as insured under the Insurance(s) of the Primary and Underlying Excess Insurers) consequent upon the loss of or damage to the Property insured hereby.

The Primary and Underlying Excess Limit(s) as set out in Item (c) of Underlying Insurance

Identification and the Limit of this Insurance Contract are inclusive of Damage to Property and Time Element.

06/09 LPO349C(MRC) Amended

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

9 January 2020

Lines Clause

This Insurance, being signed for percentage(s) of 100% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance. The percentages signed in the Security Details are percentages of 100% of the amount(s) of Insurance stated herein. NMA2419

Louisiana Disclosure Form (LA SITUATION) LMA9189

**IMPORTANT INFORMATION REQUIRED BY THE
LOUISIANA DEPARTMENT OF INSURANCE
Fire Insurance Policy Coverage Disclosure Summary
(other than Homeowners)**

Or

Commercial Insurance Policy Coverage Disclosure Summary

This form is promulgated pursuant to LSA-R.S. 22:1319

THIS IS ONLY A SUMMARY OF YOUR COVERAGE AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS CONTAINED IN YOUR POLICY. INSURANCE IS A CONTRACT. THE LANGUAGE IN YOUR POLICY CONTROLS YOUR LEGAL RIGHTS AND OBLIGATIONS.

**** READ YOUR INSURANCE POLICY**

FOR COMPLETE POLICY TERMS AND CONDITIONS **

COVERAGE(S) FOR WHICH PREMIUM WAS PAID

Real and Personal Property of the Insured which has been declared to and agreed by Underwriters or property of others which is in the Insured's care, custody or control for

which the Insured may be legally liable, Improvements and Betterments, Electronic Data Processing Hardware and Software, Motor Vehicles, Property whilst in the Incidental Course of Construction, Accounts Receivable, Valuable Papers and Records, Fine Arts, Property in Transit, Extra Expense and Leasehold Interest, all as may be more fully defined in the Insurance(s) issued by the Primary Insurers.

DEDUCTIBLES

This policy sets forth certain deductibles that will be applied to claims for damages. When applicable, a deductible will be subtracted from your total claim and you will be paid the balance subject to applicable coverage limits.

- You may be able to reduce your premium by increasing your deductible. Contact your producer (agent) or insurer for details.

NOTICE: This policy does set forth a separate deductible for covered losses caused by [hurricane; wind; named storm] as defined in the policy.

Separate Deductible Examples - Hurricane, Wind or Named Storm Damage.

If applicable, the following illustrates how a separate deductible applying to hurricane, wind or named storm damage is applied under your policy:

Utilizing the standardized example prepared by the LDOI if this standardized example properly reflects how a separate deductible is applied to a hurricane, wind, or named storm damage loss under the policy:

The following assumes no co-insurance penalty and a 2% hurricane, wind, or named storm deductible. The amounts of loss to the damaged property are \$50,000 (building) and \$20,000 (business personal property).

Limits of insurance on building	USD 100,000.00
Total amount of Building loss	USD 50,000.00
Less 2% deductible (\$100,000 x .02)	- <u>USD 2,000.00</u>
Net payment to insured for building loss	USD 48,000.00
Limits of insurance on the business personal property	USD 50,000.00
Total amount of business personal property loss	USD 20,000.00
Less 2% deductible (\$50,000 x .02)	- <u>USD 1,000.00</u>
Net payment to insured for business personal property loss	USD 19,000.00
Total net payment to insured for building and business personal property loss (USD 48,000 + USD 19,000)	USD 67,000.00

TO SEE EXACTLY HOW YOUR SEPARATE HURRICANE, WIND OR NAMED STORM DEDUCTIBLE WILL APPLY, PLEASE REFER TO YOUR POLICY.

LIMITATIONS OR EXCLUSIONS UNDER THIS POLICY

FLOOD - Flood damage is not covered, regardless of how caused, when flood is the peril that causes the loss. Flood water includes, but is not limited to, storm surge, waves, tidal water, overflow of a body of water, whether driven by wind or not.

Flood Insurance may be available through the National Flood Insurance Program (NFIP). NFIP flood insurance may provide coverage for damage to your dwelling or

building and/or contents subject to the coverage limits and terms of the policy.

Excess Flood Insurance may be available under a separate policy, from this or another insurer, if the amount of the primary flood insurance is not enough to cover the value of your property.

- You may contact your producer (agent) or insurer for more information on the NFIP and excess flood insurance.

MOLD - Damage caused solely by mold is not covered under this policy.

****FOR ALL OTHER LIMITATIONS OR EXCLUSIONS REFER TO YOUR POLICY FOR COMPLETE DETAILS ON TERMS AND PROVISIONS****

LMA9189

20 May 2020

**POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight 31 December 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS

WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD 100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD 100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD 100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD.....

I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

..... Syndicate on behalf of certain underwriters at Lloyd's

Print Name

Policy Number

_____ Date

LMA9184

9 January 2020

INFORMATION

INFORMATION

Occupation: Municipality

Total Insurable Values: USD 417,535,994

USD 271,540,444 Buildings

USD 22,586,235 Other Structures

USD 4,220,713 Infrastructure (docks, wharves)

USD 105,689,289 Personal Property

USD 13,499,313 Vehicles

As per Schedule of Values uploaded to Whitespace

Loss Record: - As advised by AmWINS to Ardonagh Specialty Limited t/as Price Forbes & Partners in an email dated 1 December 2023

As uploaded to Whitespace

As advised by Price Forbes & Partners Limited email dated 5 January 2017

Risk Number	Period from/to dates	Date of Loss	Loss Details
N12NA0122	1 March 2012 to 1 March 2013	15 August 2012	Kobelco Excavator caught fire, damage to Building,
			Claim Closed.
			Paid Loss Total: Nil. Fee Total: USD 2,803.13
		28 August 2012	Storm Damages sustained following Hurricane Isaac.
			Claim Closed.
			Paid Loss Total: USD 64,342.43
			Fee Total: USD 47,162.73
N11NA0122	1 March 2011 to 1 March 2012	4 September 2011	Storm Event Engine Breakdown.
			Claim Closed.
			Paid Loss Total: Nil. Fee Total: USD 3,100.60
N10NA0074	1 March 2010 to 1 March 2011	3 August 2010	Vandalism / Property Damage
			Claim Closed
			Paid Loss Total: Nil. Fee Total: USD 1,766.12

As advised to Price Forbes & Partners Limited email dated 15 December 2014:

Additional years are as follows; note there are only four occurrences over USD 100K in the past fourteen years:

2009 to 2010:

DOL 3 27 2009 – Water Damage – Roof Leak – USD 1,839 Expense Only, No Indemnity Paid

2008 to 2009:

DOL 9 January 2008 – Hurricane Gustav – USD 2,802,423 Paid excess of 2% Ded. The original loss amount was USD 4.3M in 2010, but was closed out in USD 2.8M.

2007 to 2008: NIL

2006 to 2007: NIL

2005 to 2006:

DOL 9 24 2005 – Hurricane Rita – USD 884,915 Paid excess of 2% Ded DOL 8 29 2005 – Hurricane Katrina – USD 97,666 Paid excess of 3% Ded 2004 to 2005: NIL

2003 to 2004: NIL

2002 to 2003: NIL

2001 to 2002: NIL

SECURITY DETAILS

INSURERS LIABILITY: (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. LMA3333

21 June 2007

ORDER HEREON: % of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

**SIGNING
PROVISIONS:**

- a) In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- b) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured, or the (re)insured's

representatives, and the Slip Leader. Such variation to be in accordance with provision a) above with the resulting variation in signed lines commencing from the date set out in that agreement

Any other variation to the contracts will take effect only by the documented agreement of the (re)insured, or the (re)insured's representatives, and all (re)insurers whose lines are to be varied. Such variation to the contracts will take effect only when all such (re)insurers have agreed with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

SUBSCRIPTION AGREEMENT

CONTRACT LEADER: The Bureau(x) Leader(s) is as defined in the electronic security details pages attached herein except where shown below:

Lloyd's: Not Applicable

ILU: Not Applicable

LIRMA: as per electronic security details

**BASIS OF
AGREEMENT TO
CONTRACT
CHANGES:**

GUA (February 2014) with Non Marine Schedule (October 2001).

Where required following markets to be advised of agreed endorsements by Ardonagh Specialty Limited t/as Price Forbes & Partners by email.

Agree monetary lines to stand part of reduced Sum Insured with final Sum Insured and Premium to be agreed Contract Leader. Final Ingoing Values, sub-limits, deductibles and premium to be agreed

Contract Leader if required. Any amendments to Original Policy Wording to be agreed Contract Leader.

**OTHER AGREEMENT
PARTIES FOR
CONTRACT
CHANGES, FOR PART
2 GUA CHANGES
ONLY:**

Part 2 changes may be agreed by the Contract Leader.

**AGREEMENT
PARTIES FOR
CONTRACT FOR
THEIR PROPORTION
ONLY:**

None.

**BASIS OF CLAIMS
AGREEMENT:**

As specified under CLAIMS AGREEMENT PARTIES section of this Contract and to be managed in accordance with:

i) THE SINGLE CLAIMS AGREEMENT PARTY ARRANGEMENT LMA9150 as below for claims or

circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims);

ii) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto;

iii) IUA claims agreement practices;

iv) The practices of any company(ies) electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

**CLAIMS
AGREEMENT
PARTIES:**

A. Claims falling within the scope of LMA9150 to be agreed by SLIP LEADER only on behalf of all A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

I. For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined in the electronic security details pages attached herein except where shown below:

The leading Lloyd's Syndicate: Not Applicable

The second Lloyd's Syndicate: Not Applicable

A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

B. For all other claims:

I. For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined in the electronic security details pages attached herein except where shown below:

The leading Lloyd's Syndicate: as per electronic security details OR [name / stamp pseudonym] (syndicate / bureau(x) code)]

The second Lloyd's Syndicate: as per electronic security details OR [name / stamp pseudonym] (syndicate / bureau(x) code)]

Where the leading and / or second Lloyd's syndicate is not defined within this heading or the electronic security details pages, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

1. For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);

2. For electronic placement, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

In the event that two or more stamps are implicated, the second Lloyd's syndicate shall be the first stamp to appear after leading Lloyd's syndicate or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

II. The first ILU company (re)insurer and, where required by ILU practices, the second ILU company (re)insurer is as defined in electronic security details pages attached herein except where shown below:

The first ILU Company (Re)Insurer: Not Applicable

The second ILU Company (Re)Insurer: Not Applicable

Where the first and / or second ILU company (re)insurer is not defined within this heading or the electronic security details pages, then the leading ILU company (re)insurer shall be the ILU Bureau Leader. The second ILU company (re)insurer shall be nominated by the first ILU claims agreement party in the event of a claim.

The first LIRMA company (re)insurer is as defined in electronic security details pages attached herein except where shown below:

The first LIRMA Company (Re)Insurer: as per electronic security details OR [name][LIRMA code]

shall be the LIRMA Bureau Leader

III. Those IUA company (re)insurer(s) that have specifically elected to agree claims in respect of their own participation: **None**

IV. All other subscribing insurers, each in respect of their own participation, that are not party to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Contract Leader and / or Lloyd's and IUA claims agreement parties, excepting those that may have opted out below.

None

Where Lloyd's Insurance Company S.A. participates on the contract, the leading managing agent and second managing agent, where applicable, shall agree claims on behalf of Lloyd's Insurance Company S.A.. The leading managing agent and second managing agent is as defined in electronic security details attached herein except where shown below:

The leading managing agent: as per electronic security details

The second managing agent: as per electronic security details

Where the leading and / or second managing agent is not defined within this heading or the electronic security details pages, then the leading managing agent shall be the Bureau Leader acting on behalf of Lloyd's Company S.A..

The second managing agent shall be:

i) For physical (non-electronic) placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.);

ii) For electronic placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.).

In the event that two or more stamps are implicated, the second managing agent shall be the first stamp to appear after leading managing agent or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

Where the Lloyd's and IUA claims agreement parties disagree, all other subscribing (re)insurers agree each in respect of their own participation.

V. Notwithstanding anything contained in the above to the contrary, any ex- gratia payments to be agreed by each (re)insurer for their own participation.

CLAIMS ADMINISTRATION:	<p>Current Xchanging Claims Services claims procedures to be followed where applicable.</p> <p>IUA Contractual Condition to apply in respect of CLASS circulations to IUA following market.</p> <p>Broker is to enter claims advices, via ECF, onto CLASS system as appropriate, for agreement by Insurers.</p> <p>Distribution of claim file information to Insurers by Ardonagh Specialty Limited t/as Price Forbes & Partners may be by electronic (or paper) means, as they may deem appropriate.</p> <p>Unless specified otherwise by Ardonagh Specialty Limited t/as Price Forbes & Partners or within the Risk Details,</p> <p>upon submission of a collection to Insurers, such Insurers agree to make payment to Ardonagh Specialty Limited t/as Price Forbes & Partners within 10 working days following agreement by all applicable Claims Agreement Parties of the Main Market Placement.</p> <p>Ardonagh Specialty Limited t/as Price Forbes & Partners and Insurers agree that any claims hereunder (including any claims related costs/fees) may be notified and administered via ECF with any payment(s) processed via CLASS.</p> <p>Ardonagh Specialty Limited t/as Price Forbes & Partners and Insurers further agree that any claims notified hereunder to Price Forbes & Partners shall be deemed notified to Insurers on the same time/day.</p> <p>All non-bureau and overseas markets are to settle by electronic transfer.</p>
RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:	<p>None, unless otherwise specified here by any of the</p> <p>Claims Agreement Parties shown above.</p>
EXPERT FEES COLLECTION:	<p>Appointed expert(s) to collect their own fees, unless there is an agreement with Ardonagh Specialty Limited t/as Price Forbes & Partners that specifies otherwise</p>
SETTLEMENT DUE DATE:	<p>29 April 2024</p>
BUREAUX ARRANGEMENTS:	<p>Delinked accounts to be presented by Broker to Xchanging Ins-sure Services. If the Settlement Due Date is due on a Non Working Day, Underwriters agree that the Settlement Due Date will be the next working day. Any amendments to "Number of Days" shown in either Premium Warranty Conditions or LSW3000 to be agreed Contract Leader if required. Where a Premium Payment Condition applies, the settlement due date is deemed in all instances to be the same as the Premium Payment Condition due date. In the event the Settlement Due Date (as detailed in Subscription Agreement) and/or the Risk Code and/or</p> <p>Year of Account (as detailed in Fiscal and Regulatory) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence.</p>
NON-BUREAUX ARRANGEMENTS:	<p>None</p>

**NOTICE OF
CANCELLATION
PROVISIONS:**

Format and Delivery Provisions

Any Notice of Cancellation shall be issued to the broker by email to TomSanders@priceforbes.com

Failure to comply with this delivery requirement will make the notice null and void. Delivery of the notice in accordance with this delivery requirement is effective immediately that it is sent unless the underwriter receives a notice of failure of delivery irrespective of whether the broker has acknowledged receipt.

If notice is given by the Contract Leader on behalf of all participating (re)insurers, the broker will provide all followers with a copy of the notice without undue delay and in any event prior to expiry of the Notice.

FISCAL AND REGULATORY

TAX PAYABLE BY INSURER(S): 4% Federal Excise Tax for Companies where applicable
Not applicable to Lloyd's Underwriters

REGULATORY RISK LOCATION: United States of America

OVERSEAS BROKER: Name: AmWINS Brokerage of Texas Inc.
Role: Introducing Broker
Street No. and Street: 5910 North Central Expressway, Suite 500,
City: Dallas
Zip or Postcode: 75206
Country Sub-Division: Texas
Country: USA

US CLASSIFICATION: US Surplus Lines

SURPLUS LINES BROKER: Name: AmWINS Brokerage of Texas Inc.
Street No. and Street: 5910 North Central Expressway, Suite 500
City: Dallas
Zip or Postcode: 75206
Country: USA
Country Sub-Division: Texas
Broker Licence Number: 334280

STATE OF FILING: US State: Louisiana

ALLOCATION OF PREMIUM TO CODING: Risk Code : P6
Premium Allocation: 100%

REGULATORY INSURED CLASSIFICATION: Commercial - Large Risk

Terrebonne Parish Consolidated Government

All Perils Loss Summary								
Date of Loss	Line of Business	Property Name	Claim Status	Description	INDEMNITY	EXPENSE (PAID + RESERVES)	RESERVES	TOTAL INCU OF
<u>3/1/2023-2024</u>								
				NIL	0	0	0	
<u>3/1/2022-2023</u>								
4/15/2022	All Risk	2180 Hwy 55, Montegut, LA 70377*	Open	Lock system damaged	1,086,125	21,503	0	1,1
*Location not on schedule of values								
<u>3/1/2021-2022</u>								
8/29/2021	All Risk	Multiple	Open	Hurricane Ida ensuing loss	0	28,208	25	28
8/29/2021	Wind	Multiple	Open	Hurricane Ida*	38,624,384	0	1,750,000	40,3
*Deductible at time of Hurricane Ida was 2% per unit subject to \$100k min per occurrence. See 11/28/23 Statement of Loss for complete breakdown of claim.					38,624,384	28,208	1,750,025	40,4
<u>3/1/2020-2021</u>								
12/11/2020	All Risk		Closed	Water damage; galvanized pipe was placed over copper	93,683	3,892	0	97
10/28/2020	Wind	Multiple	Open*	Hurricane Zeta	3,858	11,818	3,593	19
**Deductible at time of Zeta was 2% per unit at each building, subject to \$100k min per occ					97,540	15,710		11
<u>3/1/2019-2020</u>								
7/12/2019	Wind	Disel Gen Plant	Closed	Tropical Storm Barry	20,095	15,075	0	35
*Deductible at time of TS Barry was 2% per unit at each building, subject to \$100k min per occ								
<u>3/1/2018-2019</u>								
				NIL	0	0	0	
<u>3/1/2017-2018</u>								
				NIL	0	0	0	
<u>3/1/2016-2017</u>								
				NIL	0	0	0	
<u>3/1/2015-2016</u>								
				NIL	0	0	0	
<u>3/1/2014-2015</u>								
				NIL	0	0	0	

10 Year Total	41,6
10 Year Average	4,16
5 Year Total	41,6
5 Year Average	8,32

\$40M - Wind/Hail Only	<div data-bbox="310 1706 423 1903">50% 7,500,000 Various Carriers</div>	<div data-bbox="467 921 581 1110">50% 20,000,000 Various Carriers</div>
\$25M - All Risks Incl. W/H	<div data-bbox="586 1706 699 1903">50% 12,500,000 Various Carriers</div>	



Monday, February 26, 2024

Item Title:

Ordinance to Amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to Increase Administration's Contracting and Purchasing Threshold from \$30,000 to \$60,000

Item Summary:

Consider the introduction of an ordinance to amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to increase Administration's contracting and purchasing threshold from \$30,000 to \$60,000 and call a public hearing on Wednesday, March 13, 2024, at 6:30 p.m.

ATTACHMENTS:

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



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Amend Section 2-109 (c) of the Terrebonne Parish Code of Ordinances to Increase Administration's Contracting and Purchasing Threshold from \$30,000 to \$60,000; and call a Public Hearing on Wednesday, March 13, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to increase the purchasing and contracting authority of Administration from \$30,000 to \$60,000. According to the current paragraph (c) of Section 2-109 of the Terrebonne Parish Code, "any contract requiring the cumulative expenditure of thirty thousand dollars (\$30,000) or more annually shall be approved by the council by resolution".

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG finds that Administration's \$30,000 purchasing and contracting limit may need updating given the recent rise in inflation, contract prices and material prices. The proposed increase mirrors the increase of the material purchases threshold for political subdivisions without letting the purchase for bid under State Act No. 204 of the 2022 Regular Legislative Session, which provides that all purchases of material or supplies exceeding \$60,000 must be advertised and let by contract to the lowest bidder, La. R.S. 38:2212.1(A)(1)(a).

TOTAL EXPENDITURE

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

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Noah J. Lirette, Chief Administrative Officer

Date

2/20/24

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2-109 (c) OF THE TERREBONNE PARISH CODE OF ORDINANCES TO INCREASE ADMINISTRATION’S CONTRACTING AND PURCHASING THRESHOLD FROM \$30,000 TO \$60,000.

WHEREAS, Article V, Section 2-109. of the Terrebonne Parish Code establishes “the policy and procedure for the development and coordination of parish professional services, public works, consulting and other contracts and change orders; and to clearly detail the procedures for initiating, authorizing, detailing and signing contracts and change orders”; and

WHEREAS, according to the current paragraph (c) of Section 2-109 of the Terrebonne Parish Code, “any contract requiring the cumulative expenditure of thirty thousand dollars (\$30,000.00) or more annually shall be approved by the council by resolution”; and

WHEREAS, TPCG finds that Administration’s \$30,000.00 purchasing and contracting limit under Section 2-109(c) of the Code may need updating given the recent rise in inflation, contract prices, and material prices; and

WHEREAS, TPCG wishes to increase the purchasing and contracting authority of Administration from \$30,000.00 to \$60,000.00; and

WHEREAS, the proposed increase mirrors the increase of the material purchases threshold for political subdivisions without letting the purchase for bid under State Act No. 204 of the 2022 Regular Legislative Session, which provides that all purchases of material or supplies exceeding \$60,000 must be advertised and let by contract to the lowest bidder, La. R.S. R.S. 38:2212.1(A)(1)(a); and

NOW, THEREFORE, BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 2-109(c) of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 2-109. - Contract procedures.

* * *

c) any contract requiring the cumulative expenditure of ~~thirty~~ over sixty thousand dollars (~~\$30,000.00~~\$60,000.00) ~~or more~~ annually shall be approved by the council by resolution.

* * *

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 Chair declared the resolution adopted on this, the _____ **day of** _____ **2024.**

Chair
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 return to Council Clerk:

I, Council Clerk for 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.

Council Clerk
Terrebonne Parish Council

Category Number:
Item Number: 8.



Monday, February 26, 2024

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: "Bobbie O'Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government" Civil Action No. 2:22-cv-03203, U. S. District Court for the Eastern District of Louisiana.

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/22/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Executive Session

PROJECT SUMMARY (200 WORDS OR LESS)
Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council, upon 2/3 affirmative vote, may convene into Executive Session in order to discuss the following: “Bobbie O’Bryan, Jr., on behalf of Himself and all Others Similarly Situated v. Terrebonne Parish Consolidated Government” Civil Action No. 2:22-cv-03203, U. S. District Court for the Eastern District of Louisiana.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

Legal Department

02/16/24

Signature

Date

Category Number:
Item Number: 9.



Monday, February 26, 2024

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: "Kimberly Bergeron, et al v. Terrebonne Parish Consolidated Government" Civil Action No. 2:23-cv-05160, U. S. District Court for the Eastern District of Louisiana.

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/22/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Executive Session

PROJECT SUMMARY (200 WORDS OR LESS)
Pursuant to LA R.S. 42:16-17, et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: “Kimberly Bergeron, et al v. Terrebonne Parish Consolidated Government” Civil Action No. 2:23-cv-05160, U. S. District Court for the Eastern District of Louisiana.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

Legal Department

Signature

02/16/24

Date



Monday, February 26, 2024

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17 et seq, the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the possible removal of a Terrebonne Parish Recreation District No. 10 Board member due to board meeting absences which involves the discussion of character and professional competence (LARS 42:17A.1)

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/21/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Executive Session

PROJECT SUMMARY (200 WORDS OR LESS)
Pursuant to LA R.S. 42:16-17, the Terrebonne Parish Council, upon 2/3 affirmative vote, convene into Executive Session to discuss the possible removal of a Terrebonne Parish Recreation District No. 10 Board member due to board meeting absences which involves the discussion of character and professional competence (LARS 42:17A.1).

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

Legal Department

Signature

02/21/24

Date

Category Number:
Item Number: 11.



Monday, February 26, 2024

Item Title:

Executive Session

Item Summary:

Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: Proposed settlements arising under the Louisiana State and Local Coastal Resources Management Act, LA R.S. 49:214.21, et seq (Coastal Litigation/Legacy Lawsuits Actions).

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/22/2024

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Executive Session

Pursuant to LA R.S. 42:16-17 et seq., the Terrebonne Parish Council may, upon 2/3 affirmative vote, convene into Executive Session in order to discuss the following: Proposed settlements arising under the Louisiana State and Local Coastal Resources Management Act, LA R.S. 49:214.21, et seq (Coastal Litigation/Legacy Lawsuit Actions).
--

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

Legal Department

Signature

02/21/24

Date