
SPECIAL COUNCIL
PARISH OF TERREBONNE



John Amedee
CHAIRMAN
Carl Harding
VICE-CHAIRMAN
DISTRICT 1

Brien Pledger

DISTRICT 2

Carl Harding

DISTRICT 3

Clayton Voisin, Jr.

DISTRICT 4

John Amedee

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

AGENDA
Special Session
Thursday, March 7, 2024
5:30 PM

Tammy E. Triggs,
COUNCIL CLERK

DISTRICT 5

Kevin Champagne

DISTRICT 6

Clyde Hammer

DISTRICT 7

Daniel Babin

DISTRICT 8

Kim Chauvin

DISTRICT 9

Steve Trosclair

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.

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. Individuals addressing the Council should be respectful of others in their choice of words and actions. Thank you..

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Authorizing the Parish President (or Administration) to execute a Professional Services Agreement on behalf of the Terrebonne Parish Consolidated Government with Pivotal GR Solutions, LLC, to provide for the health, welfare and safety of Terrebonne Parish Citizens.
- 2.** Pursuant to LA R.S. 42:16-17, the Terrebonne Parish Council may convene into Executive Session in order to discuss the following:
TPCG vs. Louisiana Department of Natural Resources, et al, Docket No. 185576(E) and Terrebonne Parish Government vs. Duval, Funderburk, Sundbery, Richard and Watkins, APLC, et al, Docket No. 188363(E).
- 3.** Adjourn

Category Number:
Item Number:



Thursday, March 7, 2024

Item Title:

INVOCATION

Item Summary:

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Category Number:
Item Number:



Thursday, March 7, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Thursday, March 7, 2024

Item Title:

Professional Services Agreement - Pivotal GR Solutions, LLC

Item Summary:

RESOLUTION: Authorizing the Parish President (or Administration) to execute a Professional Services Agreement on behalf of the Terrebonne Parish Consolidated Government with Pivotal GR Solutions, LLC, to provide for the health, welfare and safety of Terrebonne Parish Citizens.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/5/2024	Cover Memo
Resolution	3/4/2024	Cover Memo
Backup	3/4/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Professional Services Agreement – Pivotal GR Solutions, LLC

PROJECT SUMMARY (200 WORDS OR LESS)
RESOLUTION: Authorizing the Parish President (or Administration) to execute a Professional Services Agreement on behalf of the Terrebonne Parish Consolidated Government with Pivotal GR Solutions, LLC, to provide for the health, welfare and safety of Terrebonne Parish Citizens.

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

John Amedée

Signature

03/05/24

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT WITH PIVOTAL GR SOLUTIONS, LLC TO PROVIDE FOR THE HEALTH, WELFARE AND SAFETY OF TERREBONNE PARISH CITIZENS

WHEREAS, Section 1-05. of the Terrebonne Parish Charter provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution”; and,

WHEREAS, Section 2-115 of the Terrebonne Parish Code provides that “The parish president shall propose to the council any consulting contract he feels to be in the best interest of the parish”; and

WHEREAS, Section 2-116 of the Terrebonne Parish Code provides that “No consulting contract shall be valid and no consultants’ fees shall be paid unless the consulting contract has been approved by motion of the council”; and

WHEREAS, parish Administration presents to the council the attached agreement for Public Policy Consulting Services, which Administration feels is in the best interest of the parish to provide representation of Terrebonne Parish on matters of public policy in the legislative process; and

WHEREAS, the Terrebonne Parish Council approves the contract presented by Administration; and

NOW, THEREFORE, BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President (or his designee) is hereby authorized to execute the attached Agreement for Professional Services between the Terrebonne Parish Consolidated Government and Pivotal GR Solutions, LLC for the purposes set forth therein, subject to final approval by the legal department.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

* * * * *

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

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ day of
_____ 2024.

COUNCIL CLERK
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

**AGREEMENT FOR PUBLIC POLICY CONSULTING SERVICES
BETWEEN
PIVOTAL GR SOLUTIONS, LLC
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

This Agreement for Public Policy Consulting Services (hereinafter referred to as "Agreement") is made and effective as of the 8th day of March 2024 (hereinafter the "Effective Date"), by and between Terrebonne Parish Consolidated Government (hereinafter referred to as "CLIENT"), a political subdivision of the state of Louisiana, represented herein by Parish President Jason W. Bergeron, by virtue of Terrebonne Parish Council Resolution No. _____ and, Pivotal GR Solutions, "Pivotal" a Louisiana limited liability company whose mailing address is 5631 Bancroft Dr. New Orleans, LA 70122 (hereinafter referred to as "CONSULTANT"), represented herein by Christopher P. Coulon, by virtue of his authority as the sole Manager, as evidenced by the current annual report on file with the Louisiana Secretary of State.

(CLIENT and CONSULTANT are occasionally hereinafter collectively referred to as the "Parties" and each individually as a "Party.")

WITNESSETH:

Whereas CLIENT is the Terrebonne Parish President, a limited liability company providing government relations services to a variety of clients; and

Whereas, CONSULTANT has public policy experience and wishes to represent CLIENT on a non-exclusive basis as their consultant.

NOW, THEREFORE, for the mutual benefits to be derived from, and in consideration for, the conditions and the premises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. PARTIES

This agreement for providing public policy consulting services (hereinafter collectively called "services") is now entered into by and between CLIENT AND CONSULTANT.

II. SERVICES TO BE PROVIDED

According to the terms of this Agreement, CONSULTANT will use its best efforts and resources to provide the specified services to CLIENT during the term of this Agreement. In particular, CONSULTANT agrees to aid the CLIENT in providing government relations services by performing the following services on an as needed, as directed basis:

- A. analyze public policy issues and develop policy recommendations;
- B. develop policy briefs and talking to points on public policy issues;
- C. craft legislation and amendments;
- D. provide support in working with regulatory agencies;
- E. participate in meetings of companies, stakeholders, legislative and executive branch bodies.

III. NONDISCLOSURE

CONSULTANT agrees that any information received both directly or indirectly will be treated, by CONSULTANT, in full confidence and will not be revealed to any other persons, firms or organizations except for that information which the CLIENT agrees to submit to any party.

IV. INDEPENDENT CONTRACTOR

CLIENT and CONSULTANT agree that CONSULTANT will act as an independent contractor in the performance of services under this agreement. The CONSULTANT is not an

employee, servant, or agent of the CLIENT. CONSULTANT shall be responsible for the payment of all income and other taxes arising out of the compensation under this agreement. CONSULTANT confirms and acknowledges that the CLIENT requires CONSULTANT to comply with (1) all applicable local, state and federal laws, rules, ordinances, and regulations; and (2) all policies of CLIENT.

V. CONFLICTS AMONG CLIENTS

CONSULTANT reserves the right to contract with other persons or entities to perform legislative, governmental, public policy consulting and public relations services that are not in conflict with CLIENT. If a conflict arises, or is anticipated, CONSULTANT will immediately contact CLIENT, reveal the possible conflict, give a full explanation (and possible ramifications) of the possible conflict. Both parties agree to engage, in good faith, in immediate discussions directed toward an amicable solution.

VI. TERMINATION OF AGREEMENT

A. Either Party may immediately terminate this Agreement if the other Party commits a breach of a material term, condition, or covenant, by giving written notice to the other Party setting out the material term, condition or covenant that has been breached and the details of that breach. In the event of termination of the Agreement due to breach by a Party, termination will take effect immediately upon the Service of such notice of termination and eliminate all further obligations among the Parties.

B. Either Party may terminate this Agreement by giving the other Party thirty (30) day written notice of termination. All fees, expenses, or obligations incurred up to that date shall be paid or performed in accordance with the terms of this Agreement by the terminating Party.

VII. CONSIDERATION

CLIENT agrees to pay CONSULTANT a fee of **FIFTY SIX THOUSAND AND NO/100 (\$56,000.00) DOLLARS** in consideration of CONSULTANT'S work under this Agreement. Payment shall be structured into eleven (11) monthly installments of \$4,660.00 each, beginning with the effective date of this Agreement and on the 15th day of every month thereafter, then a twelfth (12th) and final payment of \$4,740.00 on February 15, 2025. CONSULTANT shall invoice CLIENT as directed by CLIENT.

CONSULTANT will assume responsibility for billing, lobbying registration, and reporting requirements, and filings.

CONSULTANT shall be solely responsible for any usual or normal expense from conducting CONSULTANT'S business or in providing the Services, including travel expenses for regularly scheduled legislative meetings in Baton Rouge. In addition to the monthly installment, CLIENT shall be responsible for the following, exclusive reimbursable expenses:

- A. other travel expenses for CONSULTANT, provided CONSULTANT obtains written approval from CLIENT prior to such travel.
- B. CLIENT agrees to consider reasonable entertainment expenses occurred in the course of CONSULTANT'S work,
- C. CONSULTANT'S entertainment expenses in excess of \$500, provided CONSULTANT obtains written approval from CLIENT.

CONSULTANT shall invoice CLIENT for these approved reimbursable expenses, and CLIENT call pay such invoices within 30 days of receipt of invoice.
The consideration herein is for the entire agreement.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, and CLIENT's elected or appointed officials, officers, directors, agents, and employees,

including volunteers (hereinafter, "CLIENT PARTIES"), from and against any and all claims, demands, costs, expenses, losses, and damages for personal injury, including sickness, disease, and death, and for property damages (including but not limited to all fees and charges of court, arbitration, or other dispute resolution costs) arising out of or related to the services performed by CONSULTANT under this Agreement, but only to the extent caused in whole or part by any negligent acts or omissions of the CONSULTANT or its officers, directors, partners, employees, contractors, or anyone directly or indirectly employed or contracted by them or anyone for whose acts they may be liable. CONSULTANT shall not be obligated to indemnify CLIENT PARTIES from its own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

IX. INSURANCE

CONSULTANT shall, for the term of this Agreement, obtain and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONSULTANT'S obligations as set forth in this Agreement. Minimum insurance requirements are as follows:

- A. Professional Liability Insurance coverage with a minimum of \$500,000.00 combined single limit.
- B. General Liability Insurance coverage with a minimum of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured.
- C. Workers' Compensation Insurance coverage compliant with the Louisiana statutory minimum requirements. The insurer shall agree to waive all rights of subrogation against CLIENT, for losses arising from work performed by the CONSULTANT for CLIENT.
- D. Auto Liability Insurance during with \$500,000.00, combined single limit per accident for owned, non-owned and hired vehicles.
- E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CLIENT.
- F. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverage
 - a. CLIENT is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of CLIENT.
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to CLIENT.
 - c. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 2. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled prior to providing

written notice to CLIENT.

- G. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.
- H. Verification of Coverage. CONSULTANT shall furnish CLIENT with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY CLIENT BEFORE WORK COMMENCES. CLIENT reserves the right to require complete, certified copies of all required insurance policies, at any time.
- I. Subcontractors. CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

VIII. EXECUTION AND SIGNATURE OF AGREEMENT

This Agreement is signed and executed by the following persons and parties on the dates shown below, with all signatures and persons signing expressly, personally and individually representing that they have express authority, by appropriate corporate resolution or otherwise, to sign this Agreement on behalf of the party.

XIII. NOTICES

All notices or communications required or permitted under this Agreement shall be sent in writing or by email to the following persons:

- A. If to CONSULTANT, to Christopher Coulon, 5631 Bancroft Dr, New Orleans, LA 70122 email: christopher@pivotalgrs.com
- B. If to CLIENT, Mr. Jason W. Bergeron the Parish President of Terrebonne Parish Consolidated Government, PO Box 2768, Houma LA 70361 email: jason@tpcg.org.
- C. Either Party may by written notice give to the other Party another address for serving notices or communications hereunder.

XIV. MISCELLANEOUS

- A. This Agreement inures to the benefit of, and is binding upon each Party and their respective successors and assigns. Notwithstanding the forgoing, this Agreement may not be assigned by either Party without the prior written consent of the other Party.
- B. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No oral statement by any of the Parties or any third party shall alter the meaning or interpretation of this Agreement. This Agreement may only be amended or modified by a written agreement duly executed by authorized representatives of the Parties.
- C. Nor shall any failure or delay in exercising or partial exercise of, any right, power, or privilege within this Agreement operate as a waiver or modification thereof. No waiver or renunciation of a claim or right shall be effective unless such waiver or renunciation is in writing and signed by the Party against whom it is asserted.
- D. In the event that any portion of this Agreement shall be ruled invalid by a court of competent jurisdiction, the remaining portions shall be deemed valid and in effect, and interpreted as if the invalid portion had never been a part hereof.
- E. If a Party is required to institute legal proceedings to enforce this Agreement, and enforcement is granted by a court of competent jurisdiction, then that Party shall be entitled to recover from the other Party all litigation costs and any reasonable attorney's fees it incurred in the enforcement of the Agreement.

- F. This Agreement shall be governed by, and interpreted under, Louisiana law excluding its conflict of laws principles. Additionally, the Parties agree that any and all disputes arising from or in connection with this Agreement shall be exclusively adjudicated in the 32nd Judicial District Court for the Parish of Terrebonne, Louisiana, and each Party hereby acknowledges and consents to the personal jurisdiction of such court to resolve any such disputes.
- G. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives, effective as of the Effective Date.

Pivotal GR Solutions, LLC

Terrebonne Parish Consolidated
Government

By: Christopher P. Coulon
Title: Principal
Date:

By: Jason W. Bergeron
Title: President
Date:



Thursday, March 7, 2024

Item Title:

Executive Session - LDNR and DFSRW, APLC

Item Summary:

Pursuant to LA R.S. 42:16-17, the Terrebonne Parish Council may convene into Executive Session in order to discuss the following:

TPCG vs. Louisiana Department of Natural Resources, et al, Docket No. 185576(E) and Terrebonne Parish Government vs. Duval, Funderburk, Sundbery, Richard and Watkins, APLC, et al, Docket No. 188363(E).

ATTACHMENTS:

Description

Executive Summary

Upload Date

3/5/2024

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 may convene into Executive Session in order to discuss the following: TPCG vs. Louisiana Department of Natural Resources, et al, Docket No. 185576(E) and Terrebonne Parish Government vs. Duval, Funderburk, Sundbery, Richard and Watkins, APLC, et al, Docket No. 188363(E).

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	

John Amedée

Signature

03/05/24

Date