
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Carl Harding	Chairman
Mr. John Amedee	Vice-Chairman
Mr. Dirk Guidry	Member
Mr. John Navy	Member
Mr. Gerald Michel	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Steve Trosclair	Member



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

AGENDA

June 6, 2022
5:30 PM

Terrebonne Parish School Board Office
201 Stadium Drive
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. 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. Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.
2. **RESOLUTION:** Concurring with Parish Administration to award Bid #17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 600 Westview Dr. to TD White Real Estate Holdings, LLC (Tremaine White).
3. **RESOLUTION:** Concurring with Parish Administration to award Bid #17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 604 Westview Dr. to Carlotta Bailey.
4. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-08 Surplus Sale of Parish

Property located at 827 Grinage St. to Infinite Rentals, LLC (Judith Lewis).

5. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-09 Surplus Sale of Adjudicated Property located at 149 Octavia St. (50%) to Janell Antoine.
6. **RESOLUTION:** Concurring with Parish Administration to authorize the signing of a Negotiated Service Contract for the purpose of Meter Reading Services for the Parish Utilities to Jackson Excavating and Leasing Co., Inc., d/b/a Baker Services.
7. **RESOLUTION:** Concurring with Parish Administration to reject the bid of Barker Buick GMC for Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks.
8. **RESOLUTION:** Concurring with Parish Administration to approve the parts and labor to repair and recondition a 24" MWI Hydraulic Electric/Diesel Drive Unit at Enterprise Marine Pump Station.
9. **RESOLUTION:** Concurring with the Parish Administration to award the Request for Qualifications to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities to Guarantee Restoration Services and authorizing the Parish President to execute the contract and to provide for related matters.
10. **RESOLUTION:** Concurring with the Parish Administration to award Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants to the lowest qualified bidder, DPC Enterprises.
11. **RESOLUTION:** Providing for the acceptance of work performed by GeoSport Lighting Systems, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.
12. **RESOLUTION:** Ratifying the appointment of Providence Engineering and Design, LLC to provide professional engineering services for the construction of the 115KV transmission line, project known as 115KV Transmission Line Improvements Phase II.
13. **RESOLUTION:** Authoring the Parish President to execute an Assignment Agreement on behalf of TPCG as Intervenor, authoring ADG Baton Rouge, LLC to assign to Parish Engineering, LLC that certain engineering contract for Parish Project No. 20-ELT-26, 50MVA Transformer Replacement at the Power Plant Substation No. 2.
14. Introduce an ordinance to appropriate funds relative to and for adoption of the operating and capital budgets for the Terrebonne Council on Aging, Inc. and call a public hearing on Wednesday, June 22, 2022 at 6:30 p.m.
15. Introduce an ordinance to amend the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

I. Bayou Country Sports Park, \$11,662

II. General Fund-Rotary Centennial Plaza, \$18,000

III. Houma Downtown Development, \$286,723

IV. Houma Police Department-LCLE, -0-

V. Houma Police Department-LCLE, -0-

and call a public hearing on said matter on Wednesday, June 22, 2022 at 6:30 p.m.

16. Adjourn

Category Number:
Item Number:



Monday, June 6, 2022

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, June 6, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, June 6, 2022

Item Title:

COVID-19 Updates

Item Summary:

Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.

ATTACHMENTS:

Description

Executive Summary

Upload Date

5/19/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COVID – 19 Updates

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information

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

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECT ALREADY 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

<i>John Navy</i>	<i>03/28/2022</i>
_____	_____
Signature	Date

Category Number:
Item Number: 2.



Monday, June 6, 2022

Item Title:

Award Bid #17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 600 Westview Dr. (100%) (Parcel #14456)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 600 Westview Dr. to TD White Real Estate Holdings, LLC (Tremaine White).

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/23/2022	Executive Summary
Resolution	5/23/2022	Resolution
Backup Material	5/23/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 17-S/P-34 (Re-Bid) Surplus Sale of CDBG Property Located at 600 Westview Dr. to Tremaine White.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Tremaine White for the CDBG property located at 600 Westview Dr.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

TOTAL EXPENDITURE

\$6,876.00 (revenue generated)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☐ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☐ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

☐ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☒ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing Manager

Signature

May 23, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

Awarding Bid # 17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property
Property at 600 Westview Drive to TD White Real Estate Holdings, LLC (Tremine White)

WHEREAS, on March 23, 2016 the Terrebonne Parish Council adopted Ordinance No. 8688 declaring the following described property owned by the Terrebonne Parish Consolidated Government, purchased with CDBG funds, as surplus:

LOT 1 BLOCK 26 ADDEN. 11 LISA PARK SUBD. ALSO 70 X 30' IN REAR (Parcel# 14456) (600 Westview Dr.), and

WHEREAS, on May 17, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property Located at 600 Westview Dr. (100%) (Parcel# 14456), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of TD White Real Estate Holding, LLC (Tremaine White) in the amount of Six Thousand Eight Hundred Seventy-Six Dollars (\$6,876.00) plus the 5% website transaction fee of Three Hundred Forty-Three and 80/100 Dollars (\$343.80) for a total of Seven Thousand Two Hundred Nineteen and 80/100 Dollars (\$7,219.80) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance 8688, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property Located at 600 Westview Dr. (100%) (Parcel# 14456) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved and the bid of TD White Real Estate Holding, LLC (Tremaine White) is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance 8688.

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

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIR

Bid Name: Bid #17-S/P-34 (Re-Bid)

Bids Opened By: Amanda Porche

Award Bid To: Tremaine White **Amount:** 6876.00

Award to Tremaine White, the highest bidder.

Title:	Bid #17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 600 WESTVIEW DR., HOUMA, LA 70364
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 08:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69073	CarlottaB	6776.0000	15-May-2022 08:08:39 AM	Carlotta	Bailey	none	carlottabailey@tpsd.org	9852625335
69098	Tremaine30	6876.0000	16-May-2022 02:23:03 PM	Tremaine	White	White Auto Sales	whiteautosalesllc@gmail.com	5046849173

Title:	Bid #17-S/P-34 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 600 WESTVIEW DR., HOUMA, LA 70364
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 08:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69073	CarlottaB	6776.0000	15-May-2022 08:08:39 AM	Carlotta	Bailey	none	carlottabailey@tpsd.org	9852625335
69098	Tremaine30	6876.0000	16-May-2022 02:23:03 PM	Tremaine	White	White Auto Sales	whiteautosalesllc@gmail.com	5046849173



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 746-6705

BUYER'S CERTIFICATE

May 17, 2022

TD White Real Estate Holdings
Tremaine White
whiteautosalesllc@gmail.com

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
17-S/P-34 (Re-Bid)	Surplus Sale of CDBG Buyout Property Located at 600 Westview Dr. (Parcel #14456)	\$ 6,876.00

Total Purchases..... \$ 6,876.00
Web Site Transaction Fee (5%)..... \$ 343.80
Total Due..... \$ 7,219.80

20% Surety Deposit of \$ 1,375.20 is due not later than 48 hours or by 5/19/2022 10:00 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 746-6705 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 5,844.60** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$ 1375.20
Payment Type: Cashier's Check # 169531
Payment Date: 5/23/22
Received From: Tremaine White
Received By: Amanda Parche
Items Picked Up: _____

Category Number:
Item Number: 3.



Monday, June 6, 2022

Item Title:

Award Bid #17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 604 Westview Dr. (100%) (Parcel #12972)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 604 Westview Dr. to Carlotta Bailey.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/23/2022	Executive Summary
Resolution	5/23/2022	Resolution
Backup Material	5/23/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 17-S/P-36 (Re-Bid) Surplus Sale of CDBG Property Located at 604 Westview Dr. to Carlotta Bailey.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Carlotta Bailey for the CDBG property located at 604 Westview Dr.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

TOTAL EXPENDITURE

\$6,834.00 (revenue generated)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☐ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☐ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

☐ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

☐ 1

☐ 2

☐ 3

☐ 4

☒ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing Manager

May 23, 2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

Awarding Bid # 17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property
Property at 604 Westview Drive to Carlotta Bailey

WHEREAS, on March 23, 2016 the Terrebonne Parish Council adopted Ordinance No. 8688 declaring the following described property owned by the Terrebonne Parish Consolidated Government, purchased with CDBG funds, as surplus:

LOT 3 BLOCK 26 ADDEN. 12 LISA PARK SUBD. (Parcel# 12972) (604 Westview Dr.), and

WHEREAS, on May 17, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property Located at 604 Westview Dr. (100%) (Parcel# 12972), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Carlotta Bailey in the amount of Six Thousand Eight Hundred Thirty-Four Dollars (\$6,834.00) plus the 5% website transaction fee of Three Hundred Forty-One and 70/100 Dollars (\$341.70) for a total of Seven Thousand One Hundred Seventy-Five and 70/100 Dollars (\$7,175.70) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance 8688, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property Located at 604 Westview Dr. (100%) (Parcel# 12972) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved and the bid of Carlotta Bailey is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance 8688.

THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIR

Bid Name: 17-S/P-36 (Re-Bid)

Bids Opened By: Amanda Porche

Amount: 6834.00

Award to Carlotta Bailey, the highest bidder.

Title:	Bid #17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 604 WESTVIEW DR., HOUMA, LA 70364
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 08:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69074	CarlottaB	6834.0000	15-May-2022 08:24:21 AM	Carlotta	Bailey	none	carlottabailey@tpsd.org	9852625335

Title:	Bid #17-S/P-36 (Re-Bid) Surplus Sale of CDBG Buyout Property located at 604 WESTVIEW DR., HOUMA, LA 70364
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 08:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69074	CarlottaB	6834.0000	15-May-2022 08:24:21 AM	Carlotta	Bailey	none	carlottabailey@tpsd.org	9852625335



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 746-6705

BUYER'S CERTIFICATE

May 17, 2022

Carlotta Bailey
carlottabailey@tpsd.org

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
17-S/P-36 (Re-Bid)	Surplus Sale of CDBG Buyout Property Located at 604 Westview Dr. (Parcel #12976)	\$ 6,834.00

Total Purchases..... \$ 6,834.00

Web Site Transaction Fee (5%)..... \$ 341.70

Total Due..... \$ 7,175.70

20% Surety Deposit of \$ 1,366.80 is due not later than 48 hours or by 5/19/2022 10:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 746-6705 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 5,808.90** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: 1,366.80
Payment Type: Money Order
Payment Date: 5/18/22
Received From: Carlotta Bailey
Received By: Marcia Torche
Items Picked Up: _____

Category Number:
Item Number: 4.



Monday, June 6, 2022

Item Title:

Award Bid #22-S/P-08 Surplus Sale of Parish Property located at 827 Grinage St. (100%) (Parcel #42160)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-08 Surplus Sale of Parish Property located at 827 Grinage St. to Infinite Rentals, LLC (Judith Lewis).

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/23/2022	Executive Summary
Resolution	5/23/2022	Resolution
Backup Material	5/23/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-08 Surplus Sale of Parish Property Located at 827 Grinage St. to Judith Lewis, Infinite Rentals, LLC.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Judith Lewis, Infinite Rentals, LLC. for the parish property located at 827 Grinage St.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

TOTAL EXPENDITURE

\$25,000.00 (revenue generated)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☒ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

☒ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

☐ 1

☒ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing Manager

Signature

May 23, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on February 9, 2022 the Terrebonne Parish Council adopted Ordinance No. 9348 declaring the following described parish property, as surplus:

LOT 4 BLOCK 64 GRINAGE STREET (Parcel# 42160) (827 Grinage St.), and

WHEREAS, on May 17, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-08 Surplus Sale of Parish Property Located at 827 Grinage St. (100%) (Parcel# 42160), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Infinite Rentals, LLC (Judith Lewis) in the amount of Twenty-Five Thousand Dollars (\$25,000.00) plus the 5% website transaction fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for a total of Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9348, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-08 Surplus Sale of Parish Property Located at 827 Grinage St. (100%) (Parcel# 42160) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Infinite Rentals, LLC (Judith Lewis) is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9348.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIR

Bid Name: 22-S/P-08

Bid(s) Received: 0 **Bid Date:** 05/17/2022 **Bids Opened By:** Amanda Porche

Award Bid To: Judith Lewis, Infinite Rentals, LLC **Amount:** 25000.00

Purchasing Department Comments:

Award to Judith Lewis, Infinite Rentals, LLC, the highest bidder.

Title:	Bid # 22-S/P-08 Surplus Sale of Parish Owned Property Located at 827 Grinage Street, Houma, LA 70360 (PARCEL #42160)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69080	Infiniterentals1	25000.0000	16-May-2022 09:05:34 AM	Judith	Lewis	Infinite Rentals	infiniterentalsllc@gmail.com	9856282114

Title:	Bid # 22-S/P-08 Surplus Sale of Parish Owned Property Located at 827 Grinage Street, Houma, LA 70360 (PARCEL #42160)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69080	Infiniterentals1	25000.0000	16-May-2022 09:05:34 AM	Judith	Lewis	Infinite Rentals	infiniterentalsllc@gmail.com	9856282114



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 746-6705

BUYER'S CERTIFICATE

May 17, 2022

Judith Lewis
infiniterentalsllc@gmail.com

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
22-S/P-08	Surplus Sale of Parish Property Located at 827 Grinage St. (Parcel #42160)	\$ 25,000.00

Total Purchases..... \$25,000.00
Web Site Transaction Fee (5%)..... \$ 1,250.00
Total Due..... \$26,250.00

20% Surety Deposit of \$ 5,000.00 is due not later than 48 hours or by 5/19/2022 11:00 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 746-6705 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 21,250.00** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: \$5,000
Payment Type: Cashier's Check # 95393
Payment Date: 5/18/2022
Received From: Judith Lewis
Received By: Amianda Porche
Items Picked Up: _____

Category Number:
Item Number: 5.



Monday, June 6, 2022

Item Title:

Award Bid #22-S/P-09 Surplus Sale of Adjudicated Property located at 149 Octavia St. (50%) (Parcel #4052)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-09 Surplus Sale of Adjudicated Property located at 149 Octavia St. (50%) to Janell Antoine.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/23/2022	Executive Summary
Resolution	5/23/2022	Resolution
Backup Material	5/23/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-09 Surplus Sale of Adjudicated Property Located at 149 Octavia St. to Janell Antoine.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Janell Antoine for the Adjudicated property located at 149 Octavia St.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The selling of adjudicated property by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property. Minimum bid price is set in accordance with LA 47:2202.

TOTAL EXPENDITURE

\$965.28 (revenue generated)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☒ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

☒ N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

☐ 1

☒ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Sharon Ellis, Purchasing Manager

Signature

May 23, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 14, 2021 the Terrebonne Parish Council adopted Ordinance No. 9286 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with an owner of record Hilda Edward Smith Estate (50%), as surplus:

LOT 8 GROS SUBD. (Parcel# 4052) (149 Octavia St.), and

WHEREAS, on May 17, 2022 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-09 Surplus Sale of Adjudicated Property Located at 149 Octavia St. (50%) (Parcel# 4052), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Janell Antoine in the amount of Nine Hundred Sixty-Five and 28/100 Dollars (\$965.28) plus the 5% website transaction fee of Forty-Eight and 27/100 Dollars (\$48.27) for a total of One Thousand Thirteen and 55/100 Dollars (\$1,013.55) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-09 Surplus Sale of Adjudicated Property Located at 149 Octavia St. (50%) (Parcel# 4052) as described in attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration is approved, and the bid of Janell Antoine is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9286.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIR

Bid Name: 22-S/P-17

Bid Date: 05/17/2022

Bids Opened By: Amanda Porche

Award Bid To: Janell Antoine

Amount: 965.28

Award to Janell Antoine, the highest bidder.

Title:	Bid # 22-S/P-09 Surplus Sale of Adjudicated Property Located at 149 Octavia St., Schriever, LA (50%) (Parcel # 4052)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69084	Newthyboo	965.2800	16-May-2022 10:37:55 AM	Janell	Antoine	None	prestine2006@yahoo.com	9853166262

Title:	Bid # 22-S/P-09 Surplus Sale of Adjudicated Property Located at 149 Octavia St., Schriever, LA (50%) (Parcel # 4052)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	15-May-2022 08:00:00 AM
End date:	17-May-2022 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
69084	Newthyboo	965.2800	16-May-2022 10:37:55 AM	Janell	Antoine	None	prestine2006@yahoo.com	9853166262



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 746-6705

BUYER'S CERTIFICATE

May 17, 2022

Janell Antoine
prestine2006@yahoo.com

Congratulations! You are the highest bidder on the Terrebonne Parish Consolidated Government's surplus auction item(s) listed below:

Bid#	Description	Bid Total
22-S/P-09	Surplus Sale of Adjudicated Property Located at 149 Octavia St. (50%) (Parcel #4052)	\$ 965.28

Total Purchases..... \$ 965.28
Web Site Transaction Fee (5%)..... \$ 48.27
Total Due..... \$ 1,013.55

20% Surety Deposit of \$ 193.06 is due not later than 48 hours or by 5/19/2022 11:30 a.m. If deposit and attached forms are not received by this date and time, the sale will be cancelled. The surety deposit shall be non-refundable, unless redemption occurs, and shall be paid towards the purchase price. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.** Payments must be made at the Purchasing Division located in the City of Houma Service Complex, 301 Plant Road, Houma, LA 70363. **Please call (985) 746-6705 for an appointment.**

Once the sale has been approved by the Terrebonne Parish Council, you will be sent an award letter and our legal department will contact you to set up the sale. **The final payment of \$ 820.49** will be due at the closing. This total includes the 5% web site transaction fee. Acceptable forms of payment are certified cashier's check, money order or company check with bank letter guaranteeing funds made payable to Terrebonne Parish Consolidated Government. **NO PERSONAL CHECKS, CREDIT CARDS OR CASH WILL BE ACCEPTED.**

YOU MUST BRING THIS BUYER'S CERTIFICATE WITH YOU FOR PAYMENT.

Thank you for participating in our auction!

FOR OFFICE USE ONLY

Payment Amount: 193.06
Payment Type: Money Order # R 210365995092
Payment Date: 4/17/2022
Received From: Janell Antoine
Received By: Amanda Anche
Items Picked Up: _____

Category Number:
Item Number: 6.



Monday, June 6, 2022

Item Title:

RESOLUTION: authorizing the signing of a Negotiated Service Contract for the purpose of Meter Reading Services for the Parish Utilities

Item Summary:

RESOLUTION: Concurring with Parish Administration to authorize the signing of a Negotiated Service Contract for the purpose of Meter Reading Services for the Parish Utilities to Jackson Excavating and Leasing Co., Inc., d/b/a Baker Services.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	5/24/2022	Executive Summary
Resolution	5/24/2022	Resolution
Sample Contract	5/24/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: authorizing the signing of a Negotiated Service Contract for the purpose of Meter Reading Services for the Parish Utilities.

PROJECT SUMMARY (200 WORDS OR LESS)

It has been determined that the service from Jackson Excavating and Leasing Co., Inc, d/b/a Baker Services should be accepted for the use in Finance Department/Customer Service Division.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide Meter Reading Services for the Parish Utilities.

TOTAL EXPENDITURE

\$320,000.00 (151-152-8326-02)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$320,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

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6

7

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9

Sharon Ellis, Purchasing Manager

Signature

May 24, 2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 22-

A RESOLUTION authorizing the signing of a Negotiated Service Contract for the purpose of Meter Reading Services for the Parish Utilities.

WHEREAS, The Terrebonne Parish Consolidated Government (TPCG) Finance Department/Customer Service Division desires to authorize an negotiated service contract for the purpose of Meter Reading Service to Jackson Excavating & Leasing Co., Inc., d/b/a Baker Services, and

WHEREAS, quantities stated are given as a general guide for pricing, TPCG, Finance Department/Customer Service Division reserves the right to increase or decrease quantities as needed at the same unit prices, and

WHEREAS, the work to be performed under this contract shall be effective from the execution of the contract for a period of one year, TPCG may exercise an option to extend the contract for an additional two (2) years, in one (1) year terms in accordance with the terms, conditions, pricing and specifications contained in the negotiation agreeable to both parties. Such extension may be granted if the Contractor has adequately performed the contract during the initial term.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of the Parish Administration be approved and the contract to Jackson Excavating & Leasing Co., Inc., d/b/a Baker Services for Meter Reading Services for the Finance Department/Customer Service Division be accepted as per the attached contract pending legal approval.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

STATE OF LOUISIANA

PARISH OF TERREBONNE

**SERVICE AGREEMENT CONTRACT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNEMENT
AND JACKSON EXCAVATING & LEASING CO., INC.**

Be it known that on the dates inscribed below in the presence of their undersigned witnesses and Notaries Public, personally came and appeared:

I. THE PARTIES

1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Resolution No. 19-025, hereinafter designated as "Owner"; and

1.2. **JACKSON EXCAVATING AND LEASING CO. INC., d/b/a BAKER SERVICES**, a Mississippi corporation, authorized to do and doing business in the state of Louisiana, whose present mailing address is 1059 Deviney Drive, Raymond, MS 39154, represented herein by Charlie Lavender, its duly authorized Vice President by virtue of the attached resolution, hereinafter designated as "Contractor";

who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:

II. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be upon execution of the contract. This Agreement shall be effective for an initial term of one (1) year commencing on the effective date, with automatic and successive renewals of two additional one-year terms.

III. SCOPE OF WORK

3.1. General. Contractor shall provide meter reading services for Owner's gas and electric meters within the parish of Terrebonne on a monthly basis in accordance with the provisions of this contract. Contractor's services shall include regular visual inspection of meter installations for evidence of apparent hazards or defects including, but not limited to, broken meter seals, gas leakage, open panels or exposed conductors, and broken electrical grounds. Contractor's services shall also include meter reads, re-reads, reads on skipped/missed meters, high bill complaints, zero consumptions, damaged meters, and other services as directed by Owner.

3.2. Definitions.

3.2.1. Owner is the Terrebonne Parish Consolidated Government.

3.2.2. Contractor is Jackson Excavating and Leasing Co. Inc. Contractor is d/b/a Baker Services, a division of Jackson Excavating and Leasing Co. Inc.

3.2.3. Customer(s) is the person or persons, whether natural or juridical, obtaining utility services from Terrebonne Parish Consolidated Government.

3.3. Owner-Supplied Equipment.

3.3.1. Owner shall provide Contractor with six (6) hand-held collection devices for use by Contractor and its employees. Owner shall provide normal maintenance of these devices.

Contractor shall reimburse Owner for the costs of repairs to or replacement of any devices damaged or lost as a result of the actions or omissions of Contractor, its employees or its agents.

3.3.2. Owner shall provide Contractor with identification cards for each of Contractor's employees performing services under this agreement, identifying those employees as agents of the Terrebonne Parish Consolidated Government for the purposes identified herein. Contractor shall be responsible for collecting identification cards from its terminated employees and returning those cards to the Owner.

3.3.3. Owner shall provide Contractor with magnetic vehicle signs for the purpose of identifying Contractors' vehicles during use by meter readers for the purposes of this agreement.

3.4. Contractor Equipment.

3.4.1. Contractor shall furnish all labor, material, vehicles, and equipment, other than Owner-Supplied Equipment, necessary for use in the performance of services under this agreement.

3.4.2. Additionally, Contractor shall supply uniforms for all of its meter reader personnel. Uniforms shall include, at a minimum, matching shirts of a standard color with company insignia.

3.5. Specific Scope.

3.5.1. Contractor shall use Owner's hand-held reading devices for the performance of services hereunder.

3.5.2. Contractor shall complete readings, including any re-reads or corrections to the readings, within two (2) calendar days of each billing cycle schedule.

3.5.3. Contractor acknowledges that Owner's customers may request, from time to time, re-reads on meters to verify meter accuracy. Contractor shall perform customer-requested re-reads within five (5) business days of written request by Owner. Notwithstanding any provision herein to the contrary, Owner may, at its option, direct Owner's personnel to perform re-reads.

3.5.4. During Owner's regular business hours, Contractor shall perform daily downloads of electronic information from hand-held devices onto Owner's computer system via Owner's designated representative located within the Customer Service Division at 8026 Main Street, Suite 104, Houma LA 70360.

3.5.5. Contractor declares it is familiar with the area to be serviced and its normal weather conditions. Contractor shall be responsible for the readings in all weather conditions which do not present a danger to self, or as defined by Contractor. At Owner's option, if the area's weather conditions are so severe as to require the local school district to suspend school or such that a parish-wide disaster is declared by the local governing authority, Owner may allow Contractor an extension of time for performance of the work.

3.5.6. Owner may require Contractor to perform services during weekends or holidays at the regular rates established herein. Holiday and overtime pay are not available.

3.5.7. Contractor shall comply with all applicable local, state and federal laws and regulations including, but not limited to, drug testing and operator qualification requirements of the Louisiana Department of Natural Resources, Office of Pipeline Safety and the United States Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA). Contractor shall notify Owner immediately of any evidence of hazards or defects of any meters, including, but not limited to damaged or leaking meters, panels, or connections, and any meter reporting an inaccurate reading. Contractor shall enter the information into a hand-held device using the specified codes for all broken meters, leaking service lines/meters, or any significant change that may indicate tampering or vandalism to the meter service installation.

3.5.8. Contractor shall obtain prior to performing services herein, and maintain for the duration of this agreement, all licenses required of it for the performance of the duties of this agreement.

3.5.9. Contractor shall, prior to performing services herein and to the satisfaction of Owner, provide Owner with evidence of Contractor's compliance with a DOT Drug Testing Program, all Operator Qualifications, and adherence to the PHMSA requirements. Contractor shall immediately cure any deficiency identified by Owner or Contractor.

3.5.10. Contractor shall have the sole responsibility for instructing its employees in appropriate safety measures for performance of the work under this Agreement. Safety procedures shall be in effect at all times.

3.5.11. Contractor shall be responsible for the satisfactory performance of the work in accordance with the intent and scope of work. These specifications are presented as guidelines for the Contractor, and should not be construed as limiting in any way the tasks that must be completed in order to provide services. From time to time, Owner may, but is not obligated to, use quality control inspections or other measures to evaluate the satisfactory performance of Contractor.

IV. CONSIDERATION

4.1. In consideration of the services described above, Owner agrees to pay Contractor and Contractor agrees to accept payment for services rendered in accordance with the following schedule of rates:

Each meter read (from January 25, 2019 through January 24, 2020)	\$0.89
Each meter read (from January 25, 2020 through expiration/termination)	\$0.90
Each Out of Billing Cycle Re-read	\$10.00
Supervisor Hourly Rate (if needed for other services)	\$40.00/hr
Reader Hourly Rate (if needed for other services)	\$37.50/hr

4.2. The schedule of rates reflects all-inclusive charges for services performed under this agreement, and shall include the use of any and all Contractor labor, equipment, material, and vehicles, necessary for the performance of the work.

4.3. Contractor shall not charge Owner for re-reads which are determined and/or defined as meter reader errors.

4.4. Contractor shall invoice Owner once per month for services, and shall include sufficient reports and backup with invoices for review of all work performed. Owner shall pay Contractor for any undisputed amounts due within 30 days of receipt of invoice.

4.5. No other reimbursements shall be made by either party.

V. BREACH & LIQUIDATED DAMAGES

5.1. In each month that Contractor error results in Customer billing errors and Customer billing adjustments for more than 1% percent of the total Customer base, Customer shall be deemed to have breach this agreement. As a breach of the service provided by this Agreement would cause serious and substantial damage to the Owner, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of breach of service, the Owner may assess and collect liquidated damages as specified in this Part, such sums being agreed as the amount which the Owner will be damaged by the breach of such service.

5.2. For each breach described in Part 5.1 above, Contractor shall be charged liquidated damages in the amount of 2% of Contractor's total monthly invoice from the month Contractor is in breach.

5.3. Contractor agrees and consents that such liquidated damages shall be deducted from payments due to the Contractor.

5.4. The imposition of liquidated damages shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Agreement.

5.5. In the event it becomes necessary for Owner to engage the services of an attorney to enforce this contract or protect the interest of the Owner hereunder, Contractor shall pay reasonable attorney's fees.

VI. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

6.1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

6.1.1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence form CG001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

6.1.2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

6.1.3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

6.2. MINIMUM LIMITS OF INSURANCE. Contractor shall maintain limits no less than:

6.2.1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000.00 Aggregate, including Sexual Abuse and Molestation Liability.

6.2.2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

6.2.3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

6.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention's as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.4. OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

6.4.1. General Liability and Automobile Liability Coverage

5.4.1.1. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" and provided a "Waiver of Subrogation" as respects liability arising out of activities performed by or on behalf of the

Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor of TPCG.

5.4.1.2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.

5.4.1.3. The Contractor’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.

6.4.2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor’s employees (whether direct employees or statutory employees of the contractor) when any of the contractor’s employees are doing work and/or providing service under this agreement.

6.4.3. All Coverage

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

6.5. ACCEPTABILITY OF INSURERS

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

6.6. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG 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 TPCG BEFORE WORK COMMENCES.** TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

6.7. SUBCONTRACTORS

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

VII. INDEMNIFICATION

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this Contract, provided that such claim, lawsuit or demand for damages is caused by any act or omission of the Contractor, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which

may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

If Contractor uses any equipment furnished by Owner in performance of the services, Contractor accepts and assumes full responsibility for and agrees to indemnify and save Owner harmless from and against any and all claims for any damage or injury whatsoever resulting from the use, misuse or failure of such equipment.

VIII. TERMINATION

8.1. This Agreement may be terminated by Owner without cause by giving thirty (30) days written notice to Contractor.

8.2. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this contract may be terminated by the TPCG giving notice to Contractor of such facts and the TPCG's intention to terminate its financial obligations.

8.3. In the event this Agreement is terminated for any reason, the following provisions shall survive termination:

8.3.1. any indemnification obligations owed by Contractor to Owner;

8.3.2. any insurance coverage owed by Contractor necessary to cover any claims against either party arising under the terms of this Agreement;

8.3.3. the provisions of this Agreement regarding record ownership, audits, and records retention.

8.4. In the event of any termination, Contractor will be paid for all services rendered and reimbursable expenses to the date of termination.

IX. NOTICES

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, the other party addressed to the representatives and the addresses first appearing above. Either party may change the address for such notices in accordance with this part.

X. OTHER TERMS AND CONDITIONS

10.1. This contract shall inure to and bind Contractor, its successor, assigns, agents or representatives. Contractor shall not assign this Agreement without the written consent of OWNER. The OWNER may deny assignment with or without cause.

10.2. All activities associated with this contract shall be interpreted under Louisiana law. Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

10.3. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term, covenant, condition, and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law

10.4. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of Contractor which relate to this Agreement, upon request.

10.5. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

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

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

10.7.1. Contractor has been and will be free from any control or direction by the OWNER over the performance of the services covered by this Agreement;

10.7.2. The services to be rendered by Contractor are outside the normal course and scope of OWNER's usual business; and

10.7.3. Contractor is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Contractor nor anyone employed or contracted by Contractor shall be considered an employee of OWNER for the purpose of unemployment compensation coverage.

10.8. Contractor certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of OWNER.

10.9. Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Contractor in the performance of services called for in the Agreement. Contractor agrees to immediately notify the OWNER if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

10.10. Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, OWNER shall have the right to annul this Agreement without liability or, in OWNER's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10.11. NON-COLLUSION AFFIDAVIT. In accordance with La. R.S. 38:2224, Contractor declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto as an exhibit and incorporated and made a part of this Contract.

10.12. VERIFICATION OF EMPLOYEES INVOLVED IN PUBLIC CONTRACT. The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of

employees involved in public contracts, as evidenced by the affidavit attached hereto as an exhibit, which is incorporated and made a part of this Contract.

10.13. LOUISIANA FIRST HIRING ACT. Contractor shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.

10.14. ATTESTATION CLAUSE. In accordance with La. R.S. 38:2227, Contractor declares that it has provided TPCG with a fully executed Attestation Clause, and same is attached hereto as an exhibit, which is incorporated and made a part of this Contract.

10.15. This Agreement, along with its attachments and exhibits, Contractor's insurance certificates, OWNER's invitation and instructions to proposers (RFP) and any addenda, and Contractor's proposal, contain the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. Any inconsistencies or ambiguities amongst any of the provisions of this Agreement shall be resolved in the manner more favorable to the OWNER. This Agreement and all exhibits may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

XI. SIGNATURES OF THE PARTIES

Both parties represent and warrant that the representatives of the parties executing this Agreement on behalf of their respective entities are fully authorized to execute and sign this Agreement on their behalf and a copy evidencing the authority of the Contractor's representative is attached hereto.

THUS DONE AND SIGNED on this _____ day of _____, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

OWNER:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed:_____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed:_____

NOTARY PUBLIC

THUS DONE AND SIGNED on this _____ day of _____, 2018, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

CONTRACTOR:

JACKSON EXCAVATING & LEASING CO., INC.

Printed:_____

BY: _____

Printed:_____

NOTARY PUBLIC



Monday, June 6, 2022

Item Title:

RESOLUTION: Reject Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks

Item Summary:

RESOLUTION: Concurring with Parish Administration to reject the bid of Barker Buick GMC for Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/31/2022	Backup Material
Resolution	5/31/2022	Resolution
Support Material	5/31/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Reject Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks

PROJECT SUMMARY (200 WORDS OR LESS)

To reject the Bid of Barker Buick GMC

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Rejecting bid submittal for non-compliance and re-bidding at later date

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:

\$250,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

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S. Sharon Ellis

Signature

5-24-2022

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

WHEREAS, on May 20, 2022 bids were received by the Terrebonne Parish Consolidated Government (TPCG) for Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks for the Electric Distribution Division of the Utilities Department, and

WHEREAS, after careful review by the Purchasing Division and Ernest Brown, Utilities Director, it has been determined that the sole submittal of Barker Buick GMC must be rejected for failure to comply with the Requirements and Instructions for Bidders, and

WHEREAS, the Purchasing Division request authorization to re-bid at a later date and authorization to award to the lowest qualified bidder upon the opening of the re-bid, and

WHEREAS, Parish Administration concurred with the recommendation to reject the bid of Barker Buick GMC for Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused $\frac{3}{4}$ Ton Trucks and authorizes the re-bid at a later date.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be accepted, and the bid be rejected as per attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2022.

Title: Bid 22-ELCDIS-20 Purchase of Three (3) New/Unused ¾ Ton Trucks

Date: May 20, 2022 @ 2:00 p.m.

Bidder	Bid Amount
*Barker Buick GMC	*Cannot consider the response submitted to this bid because it was not submitted on the proper documents as required by the Instructions for Bidders



Monday, June 6, 2022

Item Title:

RESOLUTION: to approve the parts and labor to repair and recondition a 24” MWI Hydraulic Electric/Diesel Drive Unit at Enterprise Marine Pump Station

Item Summary:

RESOLUTION: Concurring with Parish Administration to approve the parts and labor to repair and recondition a 24” MWI Hydraulic Electric/Diesel Drive Unit at Enterprise Marine Pump Station.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	6/1/2022	Executive Summary
Resolution	6/1/2022	Resolution
backup	6/1/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
RESOLUTION: to approve the parts and labor to repair and recondition a 24” MWI Hydraulic Electric/Diesel Drive Unit at Enterprise Marine Pump Station.

PROJECT SUMMARY (200 WORDS OR LESS)
Approving the repair and reconditioning of a fire damaged Diesel Drive Unit located at Enterprise Marine P/S.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To keep pumps in running condition in case of emergencies.

TOTAL EXPENDITURE		
\$43,980.00 (252-351-8422-01)		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$43,980.00

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

Sharon Ellis, Purchasing Manager
Signature

6/01/2022
Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO.

**Resolution to approve the parts and labor to repair and
recondition a 24” MWI Hydraulic Electric/Diesel Drive
Unit at Enterprise Marine Pump Station.**

WHEREAS a quote was received by the Terrebonne Parish Consolidated Government (TPCG) Public Works Department to repair a fire damaged 24” MWI Hydraulic Electric/Diesel Unit at Enterprise Marine Pump Station.

WHEREAS, the TPCG Department of Public Works Department and Administration has concurred with the aforementioned recommendation, and

WHEREAS, it has been determined that funds are available in account number 252-351-8422-01 for this repair, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the repair on the above mentioned at a cost of \$43,980.00 be, and is hereby, approved.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

Associated Pump & Supply, LLC

9074 Park Avenue
Houma, LA 70363
Phone: (985) 851-7077
Fax: (985) 876-9854

2089
Invoice

Date	Invoice #
4/28/2022	S5723

Bill To
Terrebonne Parish Consolidated Gov't P. O. Box 2768 Houma, LA 70361

Ship To
Enterprise Marine Pump Station Attn: David Rome

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Per: David Rome	30 Days		4/19/2022	Our Truck		

Quantity	Item Code	Description	Price Each	Amount
1	Services/Parts	Parts and Labor to do a complete mechanical repair and reconditioning of a fire damaged, 24" MWI Hydraulic Electric/Diesel Drive Unit, model #24PDE, sn: 13854.	43,980.00	43,980.00T

PURCHASING
MAY 31 2022

RECEIVED
MAY 02 2022
TPCG FINANCE DEPT

RECEIVED
MAY 11 2022
Director of
Public Works
T.P.C.G

VEN.# 2089
PO.#
REQ.# 225-9543
ACCT.# 252-351-8422-01
TPCG - PUBLIC WORKS

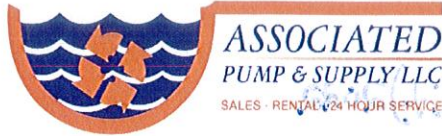
Purchaser agrees to pay interest in the amount of one and one-half percent (1 1/2%) per month on all invoices over thirty days old. Purchaser further agrees to pay thirty three and one third percent (33 1/3%) attorney's fees plus legal interest if account is placed in the hands of an attorney for collection.

We appreciate your business!

Total \$43,980.00

Web: www.associatedpump.com
email: office@associatedpump.com

David V. Rome
5/25/22



9074 Park Avenue • Houma, LA 70363
P: 985-851-7077
F: 985-876-9854
office@associatedpump.com

Delivery/Pickup Ticket

Date: April 19, 2022

Customer: Terrebonne Parish Consolidated

Delivery or Pickup:

Delivery

P.O. #: Per: David Rome

Description of Equipment:

(1) Repaired - 24" Hydraulic Electric/Diesel Drive Unit - Serial #13854

Signature of Representative

Date



Monday, June 6, 2022

Item Title:

RESOLUTION: to award the Request for Qualifications to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities

Item Summary:

RESOLUTION: Concurring with the Parish Administration to award the Request for Qualifications to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities to Guarantee Restoration Services and authorizing the Parish President to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	6/1/2022	Executive Summary
Resolution	6/1/2022	Resolution
Score Sheet	6/1/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: to award the Request for Qualifications to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities and authorizing the Parish President to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

To provide Mold, Asbestos and Lead Abatement Services for Parish Owned Facilities.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide comprehensive services for Mold, Asbestos, & Lead Abatement including, but not limited to, proper handling, removal, & disposal, proper documentation, and all in compliance with local, state, and federal regulations regarding such including but not limited to: Mold, Asbestos, and Lead Abatement as outlined in the Scope of Services.

TOTAL EXPENDITURE

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
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Sharon Ellis, Purchasing Manager
Signature

6/01/2022
Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO.

RESOLUTION, to award the Request for Qualifications to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities and authorizing the Parish President to execute the contract and to provide for related matters.

WHEREAS, Request for Qualifications were received on May 17, 2022, to provide Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities, and

WHEREAS, the Evaluation Committee evaluated the proposals submitted, and recommends that the above-named RFQ be awarded to Guarantee Restoration Services, and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the RFQ to Guarantee Restoration Services for the purpose of providing Mold, Asbestos, and Lead Abatement Services for Parish Owned Facilities, and

WHEREAS, Guarantee Restoration Services will be assigned task orders for specific facilities when services are needed, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish Administration to award the Request for Qualifications to provide Mold, Asbestos and Lead Abatement Services to Guarantee Restoration Services, and

BE IT FURTHER RESOLVED that the Parish Administration and all other appropriate parties be hereby authorized to execute any and all contract documents associated herewith.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:

Request for Qualifications (Score Sheet)
RFQ: to Provide Mold, Asbestos, and Lead Abatement Services
Due Date May 17, 2022 at 2:00 pm

Firms		LLJ Environmental Construction	Guarantee Restoration Services	Insulation Technologies
Evaluation Criteria	Points	Score	Score	Score
General Professional Impression	15	13	15	14
Completion of Project similar size and cost	20	16	19	16
Ability and capacity to perform work	20	17	20	18
Time, schedule, and past experience at quality and timely completion of work	20	17	19	16
Contractor's ability to demonstrate understanding of the project requirements	15	12	15	14
Contractor's licensure, certification, and training program	10	9	10	9
Total	100	84	98	87

Evaluation Committee:
 Kandace Mauldin, CFO
 Sharon Ellis, Purchasing Manager
 Chad Albert, Royal Engineers

Date: 6/1/2022

Category Number:
Item Number: 10.



Monday, June 6, 2022

Item Title:

RESOLUTION Award Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants

Item Summary:

RESOLUTION: Concurring with the Parish Administration to award Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants to the lowest qualified bidder, DPC Enterprises.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/1/2022	Executive Summary
Resolution	6/1/2022	Resolution
Support Material	6/1/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Award Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants

PROJECT SUMMARY (200 WORDS OR LESS)

To award to the lowest qualified bidder, DPC Enterprises

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

These chemicals are needed for the Parish's wastewater treatment plants

TOTAL EXPENDITURE

\$225,60.00 for estimated quantities

TPCG can increase or decrease the quantities

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

☒ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT
BUDGETED:

\$230, 000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

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Sharon Ellis

Signature

5-24-2022

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

WHEREAS, on May 18, 2022 bids were received by the Terrebonne Parish Consolidated Government (TPCG) for BID 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants for the Pollution Control Division of the Public Works Department, and

WHEREAS, after careful review by the Purchasing Division and Gregory Bush, Pollution Control Administrator, it has been determined that DPC Enterprises submitted the lowest qualified bid in the amount of One Thousand, Seven Hundred Seventy Dollars (\$1,770.00) per one-ton cylinder of Sulfur Dioxide and One Thousand, Nine Hundred Eighty-One Dollars (\$1,981.00) per one-ton cylinder of Liquid Chlorine, and

WHEREAS, the initial term of this agreement shall be for one (1) year from the date of the Notice of Award with an option by the TPCG, to extend the agreement for two (2) additional one (1) year periods provided there is no change in the terms, conditions, specifications, and pricing structure, and

WHEREAS, Parish Administration concurs with the recommendation to award DPC Enterprises for Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants at the aforementioned prices as per attached bid documents.

NOW, THEREFORE BE IT RESOLVED by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved for the purchase of one-ton cylinders of sulfur dioxide and liquid chlorine as per attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2022.

Title: Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants

Date: May 18, 2022 @ 2:00 p.m.

Bidder	Bid Amount
DPC Enterprises	<u>Item #1: \$1,770.00 each</u> <u>Item #2: \$1,981.00 each</u>
Allied Universal Corporation	<u>Item #1: \$1,995.00 each</u> <u>Item #2: \$2,395.00 each</u>

Bid Cover Sheet

Bid Name: Bid 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants

Bid(s) Received: 2

Bid Date: 05/18/2022

Bids Opened By: Gina Bergeron

<u>Bidder's Name:</u>	<u>Amount:</u>	<u>Check:</u>	<u>Bond:</u>
DPC Enterprises	\$0.00		0.00
Allied Universal Corp.	\$0.00		0.00

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

Purshasing Department Comments:

Two Bids were submitted. DPC Enterprises and Allied Universal Corporation both provided the proper documentation as required by the "Instruction for Bidders". The bid of DPC is the lowest. The file is being forwarded to the requesting division for review of the specification and award recommendation.

Purchasing Bid Form Listing

TPCG Secure Login

Gina Bergeron - gbergeron@tpcg.org

[Main Menu](#) [Help](#) [Logout](#)

Purchasing Bid Form Listing > Maintenance Bid: '7871'

<- Return to List

Approval Details

Printer Version

Bid Form Id: 7871

Bid Name: Bid 22-POLCON-19 Purchase of One Ton Cylinders of

* Bids Opened By: Gina Bergeron

* Department: Public Works

* Division:

Bid Type: Bid Cover Sheet

Approval Sequence:

1. Division Head - approved on 05/18/2022 by admin09
2. Department Head - approved on 05/23/2022 by drome
3. Chief Financial Officer - approved on 05/23/2022 by kmauldin
4. Parish Manager - approved on 05/23/2022 by mctoups
5. Parish President - approved on 05/23/2022 by ladams
6. Purchasing Manager - approved on 05/23/2022 by purh08

* Date: 05/18/2022 (mm/dd/yyyy)

Related

RFB: Request for Bid to Purchase One Ton Cylinders of Liquid Chlorine and S...

Charge

Account: 310432823501

Estimated

Price: 70000.00

Amount

Budgeted: .00

Status: Complete

Comments: Two Bids were submitted. DPC Enterprises and Allied Universal Corporation both provided the proper documentation as required by the "Instruction for Bidders". The bid of DPC is the lowest. The file is being forwarded to the requesting division for review of the specification and award recommendation.

Award Bid

To:

Award

Amount: .00

Bidders:

Remove Bidder Entry

* Name:
* Amount:
* Check:
* Bond:

* Name:
* Amount:
* Check:
* Bond:

Additional Departments

Department	Division	ChargeAccount
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Documents:

[DOC051822.pdf](#) - Added By Gina Bergeron
(purh05)

Bid Documents and
Tabulations

[Edit](#)

[Delete](#)

[Add New Document](#)

* Denotes required fields.

Bid added by Gina Bergeron on 05/18/2022

**OFFICIAL BID FORM
SECTION "A"**

TPCG-Public Works
Pollution Control Treatment Division
Post Office Box 2768
Houma, LA 70361

FROM: DPC ENTERPRISES
620 WEST 10TH ST
RESERVE, LA. 70084
PHONE: 985-536-1172-OFFICE 504-401-4718
EMAIL: MCHAPMAN@DCKGROUP.COM CBL

BID 22-POLCON-19 Purchase of One Ton Cylinders of Liquid Chlorine and Sulfur Dioxide for Sewer Treatment Plants

Delivery shall be made within 4-6 calendar days after receipt of order (ARO)

INDIVIDUAL AWARD: It is the intent of the TPCG to award items 1 & 2 to the lowest responsive and responsible bidder for each item. The quantities referenced are estimated, TPCG reserves the right to increase, or decrease quantities, at the unit price stated in the bid.

Item No.	Description	Quantity	Unit Price	Extended Price
1	One Ton Cylinders of Sulfur Dioxide	60	\$ <u>1770.⁰⁰</u>	\$ <u>106,200.⁰⁰</u>
Total written in words _____				
2	One Ton Cylinders of Liquid Chlorine	60	\$ <u>1981.⁰⁰</u>	\$ <u>118,860.⁰⁰</u>
Total bid amount written in words <u>TWO HUNDRED TWENTY FIVE THOUSAND SIXTY DOLLARS</u>				

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the that has been assigned to each of the addenda that the Bidder is acknowledging)

NO ADDENDA MC

NAME OF BIDDER: DPC ENTERPRISES

ADDRESS OF BIDDER: 620 WEST 10TH ST
RESERVE, LA 70084

OFFICIAL BID FORM
SECTION "A"
(continued)

NAME OF AUTHORIZED SIGNATORY BIDDER: (typed or printed) MARK CHAPMAN

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: TERRITORY MANAGER

DATE: 5-10-22

***Signature Authorization. (REQUIRED BY ALL BIDDERS)** Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)



DPC ENTERPRISES

P.O. Box 130468
Houston, Texas 77219-0468
(713) 863-1947
Fax (713) 863-8316

Certified Copy of Corporate Resolution

I, Brett C. Clapsaddle, duly elected and acting Assistant Secretary of DPC Enterprises, GP, LLC, a Delaware Limited Liability Company (the "Company"), hereby certify that the following resolution was adopted by unanimous consent of the Directors, and has not been amended or rescinded, and is still in full force and effect:

BE IT RESOLVED, Mr. Mark Chapman, Sales Representative for DPC Enterprises, L.P. be, and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Company with full power and authority to act on behalf of this Company in all negotiations, bidding concerns, and transactions with the Terrebonne Parish Consolidated Government or any of its agencies, departments, employees, or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this company hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on May 4, 2022.

Brett C. Clapsaddle

Category Number:
Item Number: 11.



Monday, June 6, 2022

Item Title:

Substantial Completion for Bayou Country Sports Park Lighting

Item Summary:

RESOLUTION: Providing for the acceptance of work performed by GeoSport Lighting Systems, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/1/2022	Executive Summary
Resolution	6/1/2022	Resolution
Backup Material	6/1/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
20-PARK-34	Bayou Country Sports Park Lighting

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of field lighting for the Bayou Country Sports Park baseball fields.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This certificate of Substantial Completion applies to all Work that has been inspected and that the work is substantially completed in accordance with the Contract Documents.

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

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

Jeanne P. Bray

06/01/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the acceptance of work performed by GeoSport Lighting Systems, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated January 24, 2019 with GeoSport Lighting Systems, LLC, for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1628511 of the records of Terrebonne Parish, and

WHEREAS, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be substantially complete, and

WHEREAS, the Engineer for this project, All South Consulting Engineers, LLC, recommends the acceptance of the substantial completion, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1628511 of the Records of Terrebonne Parish, Louisiana, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to All South Consulting Engineers, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

BE IT FURTHER RESOLVED that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The chairman declared the resolution adopted on this _____ day of _____, 2022.

I, Suzette Thomas, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY _____, 2022.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL



www.ascellc.com

May 23, 2022

Mr. Charles Dawson
GeoSport Lighting Systems, LLC.
7080 Gabriel Ave. Suite B
St. Gabriel, LA 70776

**Re: 20-PARK-34 Bayou Country Sports Boy's Baseball Exterior Lighting
Substantial Completion**

Dear Mr. Charles Dawson,

Attached are five (5) copies of the substantial completion form along with associated punch list.
Please execute and return all five (5) copies to me for further processing.

Sincerely,
All South Consulting Engineers, LLC

A handwritten signature in blue ink, appearing to read 'Michael B. Slovensky'.

Michael B. Slovensky, PE
Project Manager

Metairie

652 Papworth Avenue
Metairie, LA 70005
Tel 504-322-2783

Belle Chasse

305A Main Street
Belle Chasse, LA 70037
Tel 504-394-4424

Houma

302 School Street
Houma, LA 70360
Tel 985-537-8893

Raceland

3744 Highway 1
Raceland, LA 70394
Tel 985-537-8893

Ascension

1056 E. Worthey Street,
Gonzales, LA 70737
Tel 225-532-1406

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 20-PARK-34

ENGINEER'S Project No. 032-025-01

Project: Bayou Country Sports Boy's Baseball Exterior Lighting

CONTRACTOR: GeoSport Lighting Systems, LLC.

Contract For: Base Bid

Contract Date: May 11, 2021

This Certificate of Substantial Completion applies to all Work under the Contract Documents or specified part thereof:

Entire Project

To: Terrebonne Parish Consolidated Government

OWNER

And to: GeoSport Lighting Systems, LLC.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

March 30, 2022

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completions.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: None

CONTRACTOR: All warranties per the approved Contract Documents.

The following documents are attached to and make a part of this Certificate:

1. Tentative list of items to be completed or corrected – ALL Items have been completed.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on MARCH 30, 2022

ALL SOUTH CONSULTING ENGINEERS

By Michael B. Slovinsky
ENGINEER

CONTRACTOR accepts this Certificate of Substantial Completion on March 30, 2022

GeoSport Lighting Systems, LLC

By Charles Dawson
CONTRACTOR

OWNER accepts this Certificate of Substantial Completion on _____, 20...

OWNER

By

BAYOU COUNTRY SPORTS PARK BOY'S BASEBALL EXTERIOR
LIGHTING

ENGR. PROJECT NO. 032-025-01
3-30-2022

TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Visual inspections of the project site was performed on 3-30-19. The results of the inspection is as follows:

- Item No. 1: Get electrical controls properly working. (\$800)
WORK HAS BEEN COMPLETED 5/3/2022.
- Item No. 2: Perform final grading and shaping (\$200)
WORK HAS BEEN COMPLETED 5/3/2022
- Item No. 3: Fix broken irrigation waterlines at 5 places. This damage was discovered after contractor utilized lift equipment to work on lighting controls on 4/29/22. Damage was discovered after the initial substantial completion site walk. (\$250)
WORK HAS BEEN COMPLETED 5/3/2022

END OF LIST



Monday, June 6, 2022

Item Title:

115KV Transmission Line Improvements Phase II

Item Summary:

RESOLUTION: Ratifying the appointment of Providence Engineering and Design, LLC to provide professional engineering services for the construction of the 115KV transmission line, project known as 115KV Transmission Line Improvements Phase II.

ATTACHMENTS:

Description	Upload Date	Type
115KV Transmission Line Improvements Phase II	5/31/2022	Executive Summary
115KV Transmission Line Improvements Phase II	5/31/2022	Resolution
115KV Transmission Line Improvements Phase II	5/31/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
115KV Transmission Line Improvements Phase II – TPCG Project No. 22-ELT-24

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution ratifying the Parish President’s appointment of Providence Engineering and Design, LLC to provide engineering services for the 115KV Transmission Line Improvements Phase II.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Phase II replacement of existing wooden utility poles with steel poles to harden critical infrastructure and improve reliability. Phase II to include structures 7 to 22, located east of the Intracoastal.

TOTAL EXPENDITURE
\$98,500.00
303-803-8917-48
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
(ACTUAL)ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED: \$1,561,389.00

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



Signature

 5/25/22

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution ratifying the appointment of Providence Engineering and Design, LLC to provide professional engineering services for the construction of the 115KV transmission line, project known as 115KV Transmission Line Improvements Phase II.

WHEREAS, Providence Engineering and Design, LLC will provide professional engineering services for the electrical plans and specifications for the construction of the 115KV transmission line east of the Intracoastal, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, that the appointment of Providence Engineering and Design, LLC to provide professional engineering services be, and is hereby, approved, and

BE IT FURTHER RESOLVED, that the Parish President and all other appropriate parties be, and they are hereby, authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2022.

* * * * *

I, SUZETTE THOMAS Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2022.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



May 30, 2022

VIA ELECTRONIC MAIL

Mr. Ernest Brown, Executive Director
Utility Department
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Re: **Proposed Engineering Agreement (Revised)**
Parish Project No. 22-ELT-24
115KV Transmission Line Improvements Phase II
Proposal No. 2022-441-071

Dear Mr. Brown:

Phase II will include the repackaging of the plans, specifications, material callouts, and staking sheets for the improvements on the eastside of the Gulf Intracoastal Waterway from Structure 7 to Structure 22. Except for steel poles, all materials for this phase will be furnished by the contractor. Providence will provide design, bidding, award, and construction administration services, as well as project representative services.

Due to the time elapsed since Phase I, extra effort will be needed to update the specifications to meet 2021 standards on both the contract documents and the technical portions. Also, a line item is included to visit the project sites to determine if any damage was caused by Hurricane Ida that would cause revisions to the plans. The poles previously purchased will also be inspected to verify that they were not damaged while in storage.

Our opinion of estimated construction cost and probable project budget to complete this work is as follows:

A. Estimated Construction Cost (East of Intracoastal):		\$ 1,275,000.00
1. Mobilization	\$	50,000.00
2. Demolition/Top Existing Wood Poles	\$	80,000.00
3. Pole Caisson Foundations	\$	320,000.00
4. Install New Steel Poles and Attachments	\$	470,000.00
5. Electrical and Conductors	\$	250,000.00
6. Miscellaneous	\$	45,000.00
7. Contingency	\$	60,000.00

B. Basic Engineering Services (Lump Sum)		\$	54,500.00
1. Final Design (Updating P&S to meet 2022 Standards)	\$	25,000.00	
2. Bidding	\$	5,500.00	
3. Construction Administration	\$	24,000.00	
C. Additional Services:		\$	44,000.00
1. Measure Existing Conditions	\$	3,000.00	
2. Project Representation	\$	35,000.00	
3. Record Drawings, and Operation and Maintenance Manuals	\$	3,000.00	
4. Reimbursable Expenses	\$	3,000.00	
D. Contingency (~5%)		\$	<u>68,675.00</u>
Total Probable Project Budget		\$	1,442,175.00

A detailed breakdown of the engineering fees can be found on the attachment. Should you have any questions or would like to further discuss the scope, please do not hesitate to contact me. If you are agreeable to the proposed work, please contact me by phone or email at MelanieCaillouet@ProvidenceEng.com so an amendment can be drafted for execution.

Sincerely,



Melanie B. Caillouet, P.E.
Project Manager
Providence Engineering and Environmental Group LLC

MBC/dbp

Attachment

ecc: Ms. Denise Turner, Staff Engineer - TPCG

2022 HOUMA BUDGET SHEET
115KV Phase II

ENGINEERING - FINAL DESIGN

STAFF	CODE			RATES	
Gary	E23	Director	hrs. @	\$211.00 /hr.	\$0.00
Clay	N37	Engineer VII/Engineering Manager	hrs. @	\$204.00 /hr.	\$0.00
Melanie	N35	Engineer V	10 hrs. @	\$166.00 /hr.	\$1,660.00
Drake	N32	Engineer II	hrs. @	\$124.00 /hr.	\$0.00
Terral	L30	Senior Registered Land Surveyor	hrs. @	\$181.00 /hr.	\$0.00
Harold	N36	Engineer VI/ Project Manager	hrs. @	\$193.00 /hr.	\$0.00
Danny	M07	AutoCAD Designer	hrs. @	\$109.00 /hr.	\$0.00
Todd	M07	AutoCAD Designer	25 hrs. @	\$109.00 /hr.	\$2,725.00
Rene	C04	Project Representative IV/Inspector	hrs. @	\$99.00 /hr.	\$0.00
Colby	L02	Survey Technician II	hrs. @	\$80.00 /hr.	\$0.00
Desiree	A02	Clerical II	20 hrs. @	\$68.00 /hr.	\$1,360.00
Red Stick Power		Electrical Sub	1 LS	\$19,075.00	\$19,075.00
					\$24,820.00 Subtotal
					\$ 25,000.00 Rounded

ENGINEERING - BIDDING

STAFF	CODE			RATES	
Gary	E23	Director	hrs. @	\$211.00 /hr.	\$0.00
Clay	N37	Engineer VII/Engineering Manager	hrs. @	\$204.00 /hr.	\$0.00
Melanie	N35	Engineer V	3 hrs. @	\$166.00 /hr.	\$498.00
Drake	N32	Engineer II	hrs. @	\$124.00 /hr.	\$0.00
Terral	L30	Senior Registered Land Surveyor	hrs. @	\$181.00 /hr.	\$0.00
Harold	N36	Engineer VI/ Project Manager	hrs. @	\$193.00 /hr.	\$0.00
Danny	M07	AutoCAD Designer	hrs. @	\$109.00 /hr.	\$0.00
Todd	M07	AutoCAD Designer	4 hrs. @	\$109.00 /hr.	\$436.00
Rene	C04	Project Representative IV/Inspector	hrs. @	\$99.00 /hr.	\$0.00
Colby	L02	Survey Technician II	hrs. @	\$80.00 /hr.	\$0.00
Desiree	A02	Clerical II	10 hrs. @	\$68.00 /hr.	\$680.00
Red Stick Power		Electrical Sub	1 LS	\$3,830.00	\$3,830.00
					\$5,444.00 Subtotal
					\$ 5,500.00 Rounded

CONSTRUCTION ADMIN

STAFF	CODE			RATES	
Todd	M07	AutoCAD Designer	32 hrs. @	\$109.00 /hr.	\$3,488.00
Melanie	N35	Engineer V	10 hrs. @	\$166.00 /hr.	\$1,660.00
Drake	N32	Engineer II	hrs. @	\$124.00 /hr.	\$0.00
Terral	L30	Senior Registered Land Surveyor	hrs. @	\$181.00 /hr.	\$0.00
Desiree	A02	Clerical II	20 hrs. @	\$68.00 /hr.	\$1,360.00
Red Stick Power		Electrical Sub	1 LS	\$17,465.00	\$17,465.00
					\$23,973.00 Subtotal
					\$ 24,000.00 Rounded

Task 2.0/ Subtask 2.1

PROJECT REPRESENTATIVE

STAFF	CODE				RATES	
Todd	M07	AutoCAD Designer	220	hrs. @	\$109.00 /hr.	\$23,980.00
Rene	C04	Project Representative IV/Inspector		hrs. @	\$99.00 /hr.	\$0.00
Joe	C04	Project Representative IV/Inspector		hrs. @	\$99.00 /hr.	\$0.00
Josh	C02	Project Representative II		hrs. @	\$74.00 /hr.	\$0.00
Red Stick Power		Electrical Sub	45	hrs. @	\$228.00 /hr.	\$10,260.00
						\$34,240.00 Subtotal
						\$ 35,000.00 Rounded
**Below is charged as Reimbursable Expenses						
*PROJECT REP TRUCK			220	hrs. @	\$11.50 /hr.	\$2,530.00

Task 2.0/ Subtask 2.2

SURVEYING

STAFF	CODE				RATES	
Todd	M07	AutoCAD Designer	25	hrs. @	\$109.00 /hr.	\$2,725.00
Terral	L30	Senior Registered Land Surveyor		hrs. @	\$181.00 /hr.	\$0.00
Colby	L02	Survey Technician II		hrs. @	\$80.00 /hr.	\$0.00
Brian	L10	Party Chief		hrs. @	\$99.00 /hr.	\$0.00
Mike	L00	Rodman/Chainman/Instrument man		hrs. @	\$62.00 /hr.	\$0.00
Joe	C04	Project Representative IV/Inspector		hrs. @	\$99.00 /hr.	\$0.00
Joe	C04	Project Representative IV/Inspector		hrs. @	\$99.00 /hr.	\$0.00
						\$2,725.00 Subtotal
						\$ 3,000.00 Rounded

Task 2.0/ Subtask 2.5

RECORD DRAWINGS

STAFF	CODE				RATES	
Melanie	N35	Engineer V	1	hrs. @	\$166.00 /hr.	\$166.00
Drake	N32	Engineer II		hrs. @	\$124.00 /hr.	\$0.00
Todd	M07	AutoCAD Designer	24	hrs. @	\$109.00 /hr.	\$2,616.00
Desiree	A02	Clerical II	2	hrs. @	\$68.00 /hr.	\$136.00
						\$2,918.00 Subtotal
						\$ 3,000.00 Rounded

Task 2.0/ Subtask 99.0

REIMBURSABLE EXPENSES

*Pulled from Pro Rep			\$2,530.00
**Pulled from Surveying			\$0.00
Advertisement	3 Each	\$100.00 /Ea.	\$300.00
Recordation	Each	\$250.00 /Ea.	\$0.00
Company Car (whichever is greater)	Mileage	\$0.76 /Mile	\$0.00
	Day	\$250.00 /day	\$0.00
			<hr/>
			\$2,830.00 Subtotal
			\$ 3,000.00 Rounded

\$98,500.00 TOTAL



Monday, June 6, 2022

Item Title:

50MVA Transformer Replacement

Item Summary:

RESOLUTION: Authoring the Parish President to execute an Assignment Agreement on behalf of TPCG as Intervenor, authoring ADG Baton Rouge, LLC to assign to Parish Engineering, LLC that certain engineering contract for Parish Project No. 20-ELT-26, 50MVA Transformer Replacement at the Power Plant Substation No. 2.

ATTACHMENTS:

Description	Upload Date	Type
50MVA Transformer Replacement	6/2/2022	Executive Summary
50MVA Transformer Replacement	6/2/2022	Resolution
50MVA Transformer Replacement	6/2/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

50MVA Transformer Replacement, Parish Project No. 20-ELT-26.

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution authorizing the Parish President to execute an Assignment Agreement authorizing ADG Baton Rouge, LLC to assign the Engineering Agreement to Parish Engineering, LLC for the 50MVA Transformer Replacement Project No. 20-ELT-26.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The transformer replacement is necessary for the City of Houma electrical infrastructure.

TOTAL EXPENDITURE

\$0.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1 2 3 4 5 6 7 8 9

Signature

Date

Ernest Bo 6/2/22

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN ASSIGNMENT AGREEMENT ON BEHALF OF TPCG AS INTERVENOR, AUTHORIZING ADG BATON ROUGE, LLC TO ASSIGN TO PARISH ENGINEERING LLC, THAT CERTAIN ENGINEERING CONTRACT FOR PARISH PROJECT NO. 20-ELT-26, 50MVA TRANSFORMER REPLACEMENT AT POWER PLANT SUBSTATION NO. 2.

WHEREAS, the Terrebonne Parish Consolidated Government entered into that certain Service Agreement for the replacement of a 50MVA transformer at Power Plant Substation No. 2 (Project No. 20-ELT-26) with ADG Baton Rouge, LLC, which was recorded on June 16, 2021, at Entry no. 1604525, in the records of Terrebonne Parish, Louisiana (the Contract);

WHEREAS, TPCG was notified by ADG Baton Rouge, LLC that it is no longer providing engineering services; that it intends to dissolve the company after it wraps up payables and receivables arising prior to January 1, 2022; and that it is assigning all of its engineering services to Parish Engineering, LLC;

WHEREAS, Parish Engineering, LLC is headed by Michael Terry, the chief engineer who handled this Contract for ADG Baton Rouge, LLC;

WHEREAS, ADG Baton Rouge, LLC wishes to formally assign the Service Agreement to Parish Engineering, LLC, a Louisiana Limited Liability Company in good standing with the Louisiana Secretary of State;

WHEREAS, the Service Agreement between TPCG and ADG Baton Rouge, LLC prohibits any assignment of the Contract without TPCG's consent;

WHEREAS, TPCG now wishes to execute, as intervenor, the assignment agreement between ADG Baton Rouge, LLC and Parish Engineering, LLC to consent to the assignment;

NOW THEREFORE, BE IT RESOLVED, by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the Terrebonne Parish President is authorized to execute on behalf of Terrebonne Parish Consolidated Government, as intervenor, an Assignment Agreement between ADG Baton Rouge, LLC and Parish Engineering, LLC to facilitate continued services for the replacement of a 50MVA Transformer at the Power Plant Substation No. 2, subject to approval by the legal department, and not materially different from the agreement attached.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2022.

* * * * *

I, SUZETTE THOMAS Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2022.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA

PARISH OF TERREBONNE

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made by ADG Baton Rouge, LLC, a Louisiana limited liability company (“Assignor”), domiciled in East Baton Rouge Parish, Louisiana, with a mailing address 10355 South Tiger Bend Road, Baton Rouge, LA 70817, represented herein by its duly authorized undersigned representative acting pursuant to a Unanimous Consent of its Shareholders, a copy of which is attached, in favor of Parish Engineering, LLC, a Louisiana Limited Liability Company (“Assignee”), domiciled in East Baton Rouge Parish, Louisiana, with a mailing address of 7600 Innovation Park Drive, Baton Rouge, LA 70820, represented herein by its duly authorized undersigned representatives acting pursuant to an Authorization to Act of its Members.

INTERVENING is Terrebonne Parish Consolidated Government, a political subdivision of the state of Louisiana with a mailing address of PO Box 2768, Houma LA 70360, represented herein by Gordon E. Dove, Parish President, by virtue of Terrebonne Parish Council Resolution No. _____, or his duly authorized designee, Michael C. Toups. Parish Manager.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all its rights, benefits, privileges, and interests, in that Agreement for Professional Services between Terrebonne Parish Consolidated Government and ADG Baton Rouge, LLC, recorded on June 16, 2021, at Entry no. 1604525, in the records of Terrebonne Parish, Louisiana (the “Contract”). Assignor further assigns and transfers to Assignee all its rights, privileges, and interests in and to all Assignor’s plans, drawings, specifications, and submissions (“Plans”) used in the Contract. It is expressly understood and agreed that this Assignment shall be a present, absolute, and unconditional assignment of the Contract and Plans and the right, power, privilege and option to modify or amend the Contract or the Plans.
2. **Effective Date.** The effective date of this Assignment Agreement shall be January 1, 2022 regardless of the date of execution of this Act.

Assignment Agreement
By ADG Baton Rouge, LLC to Parish Engineering, LLC
TPCG intervening

3. **Invoices and Payment.** Assignor shall no longer invoice the Terrebonne Parish Consolidated Government and the Terrebonne Parish Consolidated Government will no longer pay Assignor. Assignee shall submit invoices and Terrebonne Parish Consolidated Government shall pay Assignee as per the terms of the Contract. Assignor and Assignee agree that payments made by Terrebonne Parish Consolidated Government to Assignor under the Contract prior to the date of execution of this Assignment Agreement, as well as payments made to Assignee under the Contract after the effective date of this Assignment Agreement shall extinguish those debts as to both ADG Baton Rouge, LLC and Parish Engineering, LLC.
4. **Notice.** ADG Baton Rouge, LLC and Parish Engineering, LLC hereby agree that notice from the Terrebonne Parish Consolidated Government regarding any obligations or rights under the Contract to either Assignor or Assignee shall constitute notice to both.
5. **Assumption.** Assignee and Assignor accept the foregoing and Assignee hereby assumes and agrees to perform all the obligations of Assignor under the Contract that accrue or arise after the effective date hereof. Assignor and Assignee shall be liable and responsible for all obligations and liabilities under the Contract that accrued or arose prior to and subsequent to the date hereof.
6. **No Default.** Assignor warrants to Assignee that the Contract is in full force and effect and that Assignor is not in default of any obligations arising under the Contract.
7. **Continuing Liability of Assignor.** Assignor and Assignee hereby acknowledge that they remain liable, *in solido*, for all obligations arising under the Contract. Assignor and Assignee each agree to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of Assignor or Assignee, their agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein assigned, including any and all costs, expense and/or attorney's fees incurred by the Terrebonne Parish Consolidated Government, all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action, except those arising out of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and/or employees including volunteers. Assignor and Assignee agree to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

Assignment Agreement
By ADG Baton Rouge, LLC to Parish Engineering, LLC
TPCG intervening

8. **Incorporation of Contract.** This Assignment Agreement incorporates all the terms, conditions, representations, warranties, obligations, and covenants in the Contract. Nothing in this Assignment Agreement is intended to modify, limit, alter, or amend any of the rights of Terrebonne Parish Consolidated Government under the Contract.

9. **Assurances.** Contemporaneous with this Assignment, Assignee provides to Terrebonne Parish Consolidated Government all verifications of coverage and certificates of insurance required under the Contract.

10. **Terrebonne Parish Consolidated Government's Consent.** Assignor and Assignee acknowledge that Section 8.10 the Contract prohibits assignment of the Contract without the consent of Terrebonne Parish Consolidated Government. The Terrebonne Parish Consolidated Government hereby intervenes to give its written consent to this Assignment Agreement.

11. **Counterparts.** This Assignment Agreement may be executed in multiple identical counterparts and, when taken together, shall constitute one and the same instrument.

12. **Request to Clerk.** The parties hereby direct and request the Recorder of Mortgages and Conveyances of Terrebonne Parish, Louisiana to make note of this Assignment Agreement in the margins of the original Contract in both conveyances and mortgages to serve as occasion may require.

THUS DONE AND SIGNED on this day ____ day of _____, 2022 in _____, Louisiana, before me, a notary public and in the presence of the undersigned competent witnesses after due and complete reading of the whole.

WITNESSES:

**ADG BATON ROUGE, LLC
ASSIGNOR**

by: _____
its: _____

NOTARY PUBLIC

*Assignment Agreement
By ADG Baton Rouge, LLC to Parish Engineering, LLC
TPCG intervening*

THUS DONE AND SIGNED on this day _____ day of _____, 2022 in _____, Louisiana, before me, a notary public and in the presence of the undersigned competent witnesses after due and complete reading of the whole.

WITNESSES:

**PARISH ENGINEERING, LLC
ASSIGNEE**

x _____
by: _____
its: _____

NOTARY PUBLIC

THUS DONE AND SIGNED on this day _____ day of _____, 2022 in Houma, Louisiana, before me, a notary public, and in the presence of the undersigned competent witnesses after due and complete reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT
("INTERVENOR")**

Printed Name:

X _____
**GORDON E. DOVE, Parish President
or his duly authorized designee,
Michael C. Toups, Parish Manager**

Printed Name:

NOTARY PUBLIC

*Assignment Agreement
By ADG Baton Rouge, LLC to Parish Engineering, LLC
TPCG intervening*

Category Number:
Item Number: 14.



Monday, June 6, 2022

Item Title:

TCOA Budget

Item Summary:

Introduce an ordinance to appropriate funds relative to and for adoption of the operating and capital budgets for the Terrebonne Council on Aging, Inc. and call a public hearing on Wednesday, June 22, 2022 at 6:30 p.m.

ATTACHMENTS:

Description

Executive Summary

Ordinance

Backup

Upload Date

6/1/2022

6/1/2022

6/1/2022

Type

Executive Summary

Ordinance

Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to appropriate funds relative to and for adoption of the operating and capital budgets for the Terrebonne Council on Aging, Inc.

PROJECT SUMMARY (200 WORDS OR LESS)
Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to Appropriate funds and/or adopt the Operating and Capital Budgets for the parish government. Terrebonne Council on Aging, Inc. (TCOA) entered into a Cooperative Endeavor Agreement (CEA) with Terrebonne Parish Consolidated Government (TPCG)and in accordance with the CEA, TCOA must submit budgets subject to the Terrebonne Parish Council approval

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

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	1	2	3	4	5	6	7	8	9

s/Kandace M. Mauldin, CFO

Signature

6/1/2022

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE FUNDS RELATIVE TO AND FOR
ADOPTION OF THE OPERATING AND CAPITAL BUDGETS FOR THE
TERREBONNE COUNCIL ON AGING, INC.

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to
Appropriate funds and/or adopt the Operating and Capital Budgets for the parish government;
and

WHEREAS, the Terrebonne Council on Aging, Inc. (TCOA) entered into a Cooperative Endeavor
Agreement (CEA) with Terrebonne Parish Consolidated Government (TPCG), recorded on June
14, 2021, file No. 1628800; and

WHEREAS, in accordance with the CEA, TCOA must submit budgets subject to the Terrebonne
Parish Council approval as required by the CEA, State law and TPCG Charter- See La RS 33:1415;
39:1305 and TPCG Charter Article V- Financial Procedures; and

WHEREAS, TCOA has submitted its Operating and Capital budgets for the year of 2022 for
review and approval to TPCG; and

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the
Terrebonne Parish Consolidated Government that:

SECTION I

- A) TCOA's Operating and Capital Budgets for the year of 2023 have been presented to the
Terrebonne Parish Council and is attached hereto and incorporated herein as Exhibit A.
- B) The Terrebonne Parish Council approves Terrebonne Council on Aging, Inc.'s Capital
Budget for the year of 2023 in the amount of \$1,902,938.
- C) If capital projects are not put out for bid and accepted by TCOA in twelve (12) months
after approval, the money shall be returned to TPCG or credited against future
Terrebonne Council on Aging, Inc. budgets.
- D) The Terrebonne Parish Council approves Terrebonne Council on Aging, Inc.'s Operating
Budget for the year of 2023 in the amount of \$6,643,683.
- E) TPCG will supplement TCOA's budget with \$3,800,000 from the elderly millage.
- F) TCOA and TPCG will keep a surplus in fund balance equal to the average of the last
three years audited operating expenses in the amount of \$5,909,824.
- G) TCOA cannot make approved budget changes for the year 2023 without the written
approval of TPCG's Chief Financial Officer.

SECTION II

Any section, clause, paragraph, provision, or portion of these regulations found to be invalid is
severable and shall not affect the validity of the whole.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted
upon as follows:

Terrebonne Council On Aging
Summary Budget Comparison
From 7/1/2020 Through 1/31/2021

Account Code	Account Title	TCOA FY 23 Submission	TPCG Proposed Budget
401	Ad Valorem Taxes	3,800,000.00	3,800,000.00
40103	TPCG Rural Transit Revenue	297,566.00	297,566.00
40105	TCOA Elderly Housing, Inc.	120,000.00	100,000.00
403/40305	Office of Elderly Affairs		
403/40305	3A - TITLE III A AGENCY ADMIN	6,000.00	6,000.00
403/40305	3B - TITLE III B SUPPORT SERV	224,053.00	224,053.00
403/40305	3C1 - TITLE III C-1 CONGR MEAL	151,156.50	151,156.50
403/40305	3C2 - TITLE III C-2 HOME MEALS	151,156.50	151,156.50
403/40305	3D - TITLE III D IN HOME SERV	6,746.00	6,746.00
403/40305	3E - Title III E Caregiver	56,168.00	56,168.00
403/40305	CIL - CASH-IN-LIEU	136,795.00	136,795.00
403/40305	LEG - LEGISLATIVE FUNDS	100,000.00	100,000.00
403/40305	Senior RX Program	75,627.00	75,627.00
403/40305	SC - SENIOR CENTER	103,731.00	103,731.00
403/40305	GOEA MIPPA - SHIP 0%	0.00	0.00
403/40305	GOEA MIPPA - AAA 100%	10,085.00	10,085.00
403/40305	GOEA MIPPA - ADRC 0%	0.00	0.00
403	OEA Vaccine	0.00	0.00
40301	GOEA Supplemental	10,912.50	10,912.50
40304	GOEA Cares ADRC per email GOEA dated	0.00	0.00
40304	GOEA Cares III C	0.00	0.00
40304	GOEA Cares III E	0.00	0.00
40304	OEA Cares HDC5 C2	0.00	0.00
40304	OEA ADRC CARES - Senior RX	0.00	0.00
40305	GOEA State Over Match - JE entry at year e	0.00	0.00
40306	OEA American Recovery 3A	17,577.00	17,577.00
40306	OEA American Recovery 3B	57,161.00	57,161.00
40306	OEA American Recovery 3C1	37,945.00	37,945.00
40306	OEA American Recovery 3C2	37,946.00	37,946.00
40306	OEA American Recovery 3D	3,626.00	3,626.00
40306	OEA American Recovery 3E	8,619.00	8,619.00
408	United Way	0.00	375.00
409	Contributions/Project Income	80,000.00	80,000.00
40902	Copies Project Income	200.00	200.00

Terrebonne Council On Aging
Summary Budget Comparison
From 7/1/2020 Through 1/31/2021

Account Code	Account Title	TCOA FY 23 Submission	TPCG Proposed Budget
40905	Contributions -Special Project	0.00	3,500.00
410	donations - equipment	121,173.12	121,173.12
411	Sale of meals - Guest	0.00	0.00
413	City of Houma	1,155.00	1,155.00
418	Program Service fee Income	850.00	850.00
421	Ticket Sales	0.00	0.00
425	Sales	100.00	100.00
42503	Craft Sales	0.00	0.00
43001	Vending machine income	250.00	250.00
43003	Miscellaneous	10,000.00	10,000.00
43004	Interest Income/Dividened	43,000.00	43,000.00
43005	Insurance Claims	0.00	0.00
440	Other grant awards	3,720.00	3,720.00
460	Raffle	0.00	0.00
480	Sale of Vans	0.00	0.00
	TOTAL REVENUE	5,673,318.62	5,657,193.62
501	Salaries & Wages	2,683,177.69	2,683,177.69
502	Salaries & Wages - Overtime	60,000.00	60,000.00
521	Empoyer FICA expense	183,991.99	183,991.99
540	Unemployment taxes	5,600.00	5,600.00
541	Workers' Compensation Insuranc	50,000.00	50,000.00
54101	W. C.- Illness/Injury COA Paid	5,000.00	5,000.00
542	Group Health Insurance	400,000.00	400,000.00
54201	Cobra Payments	0.00	
54202	Retirement Health Insurance Expense	30,000.00	30,000.00
54301	MOA/Mass Mutual	93,000.00	93,000.00
551	Travel - In State	13,500.00	13,500.00
553	Travel out of State	0.00	0.00
554	Hotel	0.00	0.00
556	Per Diem - Meals	105.00	105.00
557	Car Allowance	6,000.00	6,000.00
601	Duplicating & Printing	1,000.00	1,000.00
60201	Dues	2,322.00	2,322.00

Terrebonne Council On Aging
Summary Budget Comparison
From 7/1/2020 Through 1/31/2021

Account Code	Account Title	TCOA FY 23 Submission	TPCG Proposed Budget
60202	Subscriptions	1,100.00	1,100.00
60203	REFERENCE BOOKS/MATERIALS	25.00	25.00
603	Utilities	65,000.00	65,000.00
604	Telephone	75,000.00	75,000.00
605	Postage	4,800.00	4,800.00
60601	Building Maintenance - General	80,000.00	80,000.00
60603	Maintenance/Repairs - Equipmen	30,000.00	30,000.00
607	Advertising	2,500.00	2,500.00
608	Accounting Services	15,000.00	15,000.00
609	Legal Fees	21,000.00	21,000.00
60902	Settlement/Litigation	50,000.00	50,000.00
610	Insurance	200,000.00	200,000.00
611	Drug Testing	3,723.00	3,723.00
61101	Emp. Health - Vaccine	145.00	145.00
612	Service Agreements	68,243.00	68,243.00
614	Labor	75,000.00	75,000.00
61401	Contract Dietitian	1,725.00	1,725.00
61402	Training	4,884.00	4,884.00
615	Guest Speaker/Entertainment	2,230.00	2,230.00
616	Audit services	51,000.00	51,000.00
617	Computer consultant	24,000.00	24,000.00
61701	Bank/Credit Card/Machine Charges	0.00	0.00
618	Professional Fees	77,534.00	62,024.00
619	Building rental	11,000.00	11,000.00
620	Building Clean Up	0.00	0.00
64101	Employee	0.00	0.00
64102	Employee Flowers (ill/death)	150.00	150.00
65001	SHELTER - Assistance	0.00	0.00
651	Office supplies	32,000.00	32,000.00
65101	Drinking Water	4,600.00	4,600.00

Terrebonne Council On Aging
Summary Budget Comparison
From 7/1/2020 Through 1/31/2021

Account Code	Account Title	TCOA FY 23 Submission	TPCG Proposed Budget
652	Computer supplies	5,700.00	5,700.00
653	Janitorial supplies	5,000.00	5,000.00
654	Recreational supplies	4,000.00	4,000.00
65401	Ceramic Supplies	0.00	0.00
65402	Art Supplies	250.00	250.00
65403	CRAFT SUPPLIES	0.00	0.00
65502	Other supplies - Vending	1,000.00	1,000.00
65503	Other supplies - Project trips	0.00	0.00
65504	Other supplies - Food	14,436.00	14,436.00
65506	Other supplies - Sr. Olympics	0.00	0.00
65507	Other supplies - Commodities	0.00	0.00
65508	Other supplies - Other projects	11,000.00	11,000.00
65509	OTHER SUPPLIES-EDUCATIONAL	64.00	64.00
656	Nutrition Supplies	30,000.00	30,000.00
65601	Kitchen Supplies	0.00	
65702	Caterer - Labor 3C1	137,112.00	60,000.00
65703	Caterer - Labor 3C2	629,216.00	560,000.00
65711	Caterer - Raw Food C-1	11,997.30	5,250.00
65712	Caterer - Raw Food C-2	56,509.60	49,000.00
660	Containers-Meals	0.00	0.00
668	T-Shirts - Hats - Uniforms Supplies	10,000.00	10,000.00
67002	Charitable - Assistance	1,200.00	1,200.00
67004	Patriotic - Assistance	0.00	0.00
67005	Other Public Spirit - Assistan	372.00	372.00
67006	Raffle Prize/Bingo	0.00	0.00
69001	Ad Valorem Deductions	0.00	0.00
69002	Ad Valorem Adjustments	0.00	0.00
701	Van insurance	228,862.00	228,862.00
702	Gas & oil	250,000.00	250,000.00
703	Vehicle Maintenance	172,196.00	172,196.00
704	van license	700.00	700.00
705	Van Rental	0.00	0.00
70502	Equipment Rental/Supply Rental	21,200.00	21,200.00
757	Miscellaneous	1,000.00	1,000.00
75702	Emergerncy Expenses	0.00	0.00

Terrebonne Council On Aging
Summary Budget Comparison
From 7/1/2020 Through 1/31/2021

Account Code	Account Title	TCOA FY 23 Submission	TPCG Proposed Budget
760	Medical expense	68,978.00	68,978.00
76001	PRESCRIPTION/MEDICATION	0.00	
775	Electric - H.H.	58,316.00	58,316.00
77501	Electric - H.H. Under 60 after budget & fin	0.00	0.00
776	Gas - H.H. After budget & finance meeting	0.00	0.00
80001	Sub-contract - Legal	5,514.00	5,514.00
80002	Sub-contract - Homemaker	179,684.00	179,684.00
80003	Sub-contract - Personnal Care/Repsite/Care	481,115.00	481,115.00
852	Capital outlay - Equipment	267,689.00	247,689.00
854	Capital Projects	1,655,249.00	1,655,249.00
	TOTAL EXPENDITURES	8,742,715.58	8,546,620.68
	Revenues in excess (deficit) expenses	(3,069,396.96)	(2,889,427.06)



Monday, June 6, 2022

Item Title:

2022 Various Items for Budget Amendment

Item Summary:

Introduce an ordinance to amend the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

- I. Bayou Country Sports Park, \$11,662
 - II. General Fund-Rotary Centennial Plaza, \$18,000
 - III. Houma Downtown Development, \$286,723
 - IV. Houma Police Department-LCLE, -0-
 - V. Houma Police Department-LCLE, -0-
- and call a public hearing on said matter on Wednesday, June 22, 2022 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	6/2/2022	Executive Summary
2022 Various Items for Budget Amendment	6/2/2022	Budget Amendment
2022 Various Items for Budget Amendment	6/2/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. <div><div>I.</div><div>Bayou Country Sports Park, \$11,662</div></div> <div><div>II.</div><div>General Fund-Rotary Centennial Plaza, \$18,000</div></div> <div><div>III.</div><div>Houma Downtown Development, \$286,723</div></div> <div><div>IV.</div><div>Houma Police Department-LCLE, -0-</div></div> <div><div>V.</div><div>Houma Police Department-LCLE, -0-</div></div>

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

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

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

_____/s/ Kayla Dupre_____
Signature

____June 2, 2022____
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Bayou Country Sports Park, \$11,662
- II. General Fund-Rotary Centennial Plaza, \$18,000
- III. Houma Downtown Development, \$286,723
- IV. Houma Police Department-LCLE, -0-
- V. Houma Police Department-LCLE, -0-

SECTION I

WHEREAS, the Bayou Country Sports Park received \$11,662 reimbursement for damages that occurred to the Softball Canopies, and

WHEREAS, this reimbursement needs to be reflected in the Parish Sports Park Complex capital account.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$18,000 for the leased property needed to complete the Rotary Centennial Plaza at Belanger Street, and

WHEREAS, the funding source is from the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the Rotary Centennial Plaza. (Attachment B)

SECTION III

WHEREAS, the Downtown Development Board has received State Revenue Sharing from Hotel/Motel Tax in the amount of \$286,723, for the 2022 year, and

WHEREAS, the Hotel/Motel Tax has been allocated by the Downtown Development Board for beautification and operations of the Folklife Cultural Museum and to help maintain the existing buildings, parks, and the Court Square in the Historic District, as well as advertising to market Houma's Historic District attractions.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2022 Adopted Budget be amended to adjust various Downtown Development Corporation Accounts. (Attachment C)

SECTION IV

WHEREAS, the Parish received funds from Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2020-2021 Crime Victim Assistance Grant (Grant #2018-VA-5903) for \$208,005, and

WHEREAS, the 2021-2022 Crime Victim Assistance Grant (Grant #2019-VA-5903) will provide funding for assistance, referrals, and direct immediate crisis services to victims through the utilization of several different law enforcement agencies and victim advocates, and

WHEREAS, the 2021-2022 Crime Victim Assistance Grant (Grant #2018-VA-5903) will also cover overtime cost of the Houma Police Department, Assumption Parish Sheriff's Office, and Thibodaux Police Department as victim advocates, along with funding for The Haven for improved servers for victims within Region 11 Sane Program, and

WHEREAS, the 2022 budget needs to reflect the modification to the 2022 general ledger accounts with a zero-budget impact.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to reflect the funding of the Crime Victim Assistance Grant Award. (Attachment D)

SECTION V

WHEREAS, the Parish received funds from Louisiana Commission on Law Enforcement (LCLE) and the Administration of Criminal Justice Fiscal Year 2022 Multi-Task Grant (Grant #2019-DJ-6210) for \$21,333, and

WHEREAS, the funding is as follows, 2020 Multi-Task Grant (Grant #2019-DJ-6210) for \$22,169, which includes 83% federal funds of \$18,474, and a 17% in-kind match of \$3,695, and

WHEREAS, the 2022 Multi-Task Grant (Grant #2019-DJ-6210) will provide funding for joint policing efforts between the Houma Police Department and the Assumption Parish Sheriff's Office relating to substance abuse criminal activities, and

WHEREAS, the 2022 budget needs to reflect the modification to the 2022 general ledger accounts with a zero-budget impact.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to reflect the funding of the Multi-Task Grant. (Attachment E)

SECTION VI

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon Dove, Parish President, to execute any and all documents for these amendments as approved by the legal department.

SECTION VII

If any work, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections, and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION VIII

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.

ATTACHMENT A - Bayou Country Sports Park

	2022		
	Adopted	Change	Amended
Compensation Property Damage	-	(11,662)	(11,662)
Parish Sports Park Complex	1,902,959	11,662	1,914,621

ATTACHMENT B - General Fund

	2022		
	Adopted	Change	Amended
Land Rental		18,000	18,000
Fund Balance (decrease)	n/a	(18,000)	n/a

ATTACHMENT C - Houma Downtown Development

	2022		
	Adopted	Change	Amended
DDC/Folk Salaries-Allocated	16,861	10,000	26,861
DDC/Folk Operating Supplies	39,255	36,000	75,255
DDC/Folk Court Square Oak Tree		10,000	10,000
DDC/Folk Security Camera Equipment		10,000	10,000
DDC Parking Lot Rental	32,400	24,000	56,400
DDC/Folk Contract Services	29,040	20,000	49,040
DDC/Folk Advertising	17,346	15,000	32,346
DDC/Folk Special Events	42,075	100,000	142,075
DDC/Folk Bridge Enhancement	-	10,000	10,000
HDDC/Folklife Holiday Decorations	1,773	11,723	13,496
DDC/Folk Belanger Street	50,000	20,000	70,000
DDC/Folklife Computer Equipment	3,765	10,000	13,765
DDC/Folk Marina Repairs	1,531	10,000	11,531
State-Hotel/Motel Tax Share		(286,723)	(286,723)

ATTACHMENT D - HPD

	2022		
	Adopted	Change	Amended
Overtime Pay-2nd Grant	44,234	5,294	49,528
Other Fees	168,873	(12,500)	156,373
Machinery & Equipment	7,206	7,206	14,412
Crime Victims Assistance	(44,234)	(5,294)	(49,528)
Fund Balance (Increase)	n/a	5,294	n/a

ATTACHMENT E - HPD

	2022		
	Adopted	Change	Amended
Overtime Pay	13,023	(13,023)	-
Operating Supplies		483	483
Machinery & Equipment	15,024	12,540	27,564
Univ Hiring/Multi Task Grants	(1,002,747)	13,023	(989,724)
Fund Balance (decrease)	n/a	(13,023)	n/a

Section I

Kayla Dupre

From: Kandace Mauldin
Sent: Wednesday, May 25, 2022 11:52 AM
To: Kayla Dupre
Cc: Felicia Aubert
Subject: Budget Amendment
Attachments: DOC052522-002.pdf

We need to do a budget amendment for a settlement for some damages and additional expenses Bayou Country Sports Plex for the Softball Canopies. The revenue is going to 659-000-6912-00 and the expense is going to 659-501-8913-20 for \$11,662.50. Attached is the settlement release for backup.

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



MICHELLE LYONS NEIL

ATTORNEY

April 27, 2022

phone 985.746.5356
fax 985.872.0662
michelle@mlnllegal.com

Kandace Mauldin, CFO
Terrebonne Parish Consolidated Government
PO Box 2768
Houma, LA 70361

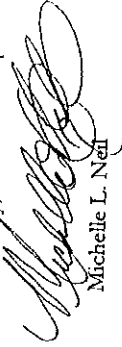
RE: Release Agreement by and b/w TPCG, ASCE and Penhall Company

Dear Kandace:

Enclosed is a check in the amount of Eleven Thousand Six Hundred Sixty-Two and 50/100 (\$11,662.50) Dollars payable to TPCG from Penhall Company. Please sign and date below to acknowledge your receipt. Please deposit this payment in the appropriate account. Also, I am enclosing one original of the release agreement for this settlement payment. Please keep it for your records. By copy of this letter, I am providing a duplicate original to All South.

If you have any questions, please call my office.

Sincerely,



Michelle L. Neil

Mln/cs

Enclosure

Cc: Dean Schouest (via email only)
Mike Toups (via email only)
Stevie Smith (via us mail)

RECEIVED

APR 27 2022

TPCG FINANCE DEPT

Law Office of Michelle Lyons Neil, LLC
7905 Park Avenue • Houma • Louisiana • 70364

RELEASE

THIS RELEASE OF CLAIMS ("Release") is made and entered into by and between Terrebonne Parish Consolidated Government ("TPCG") and All South Consulting Engineers, LLC ("ASCE"), on the one hand, and Penhall Company ("Penhall") on the other hand. Each of TPCG, ASCE and Penhall are a Party and collectively are the Parties.

WHEREAS, Penhall was a subcontractor to ASCE for GPR services on or before March 15, 2022 in connection with the installation of shade canopies at the Bayou County Sports Park, 4374 LA 311, Houma, LA (the "Project"); and

WHEREAS, TPCG, the owner of the Project, has asserted claims for additional compensation relating to the work performed by Penhall on the Project, alleging that TPCG incurred additional costs from its subcontractors as a result of Penhall's work, which claims are disputed by Penhall; and

WHEREAS, the Parties desire to resolve any issues related to claims arising under the Subcontract or the Project, without any admission of liability, but rather to ensure peace and avoid litigation;

NOW THEREFORE, for good and valuable consideration, including payment by Penhall to TPCG of Eleven Thousand Six Hundred Sixty two Dollars and 50/100 (\$11,662.50), the Parties agree as follows:

1. Release. TPCG and ASCE, on behalf of itself and their respective affiliates and subsidiaries, and their respective members, officers, directors, agents, employees, representatives, and heirs (each individually a "Releasing Party" and collectively the "Releasing Parties"), hereby unconditionally, fully, finally and forever release Penhall Company and its parent, officers, directors, agents, employees, representatives, and heirs and their insurance carriers (each individually a "Released Party" and collectively the "Released Parties"), from any and all claims, liabilities, demands, damages and causes of action of any kind whatsoever, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, however arising, which any Releasing Party at any time, in the past and into perpetuity, has, had, or may have or claim against any Released Party related to, arising out of, or in any way connected with the Project, including, without limitation, claims for additional compensation, backcharges, or delay damages associated with the Project.

2. Effectiveness Conditioned upon Receipt of Consideration. Within fifteen (15) days of receipt of this Release from TPCG, Penhall shall deliver this executed Release agreement and payment in the full amount of \$11,662.50, payable to TPCG, to Kandace Mauldin, CFO PO Box 2768, Houma LA 70361. The Parties agree that this Release shall become effective upon TPCG's receipt of a fully executed Release and the consideration herein within the time delays established in this paragraph.

3. Covenant Not to Sue. Each Releasing Party agrees that it will not institute or prosecute (or, except to the extent required by law, in any way aid, assist, or cooperate with the institution or prosecution of) any action, suit, hearing or other proceeding of any kind, nature or character at law or in equity against any of the Released Parties in order to assert, establish or otherwise raise any defense, claim, duty, demand, cause of action, liability, indebtedness or obligations that have been released, discharged, disclaimed, or waived in any sections of this Release.

4. No Admissions. The Releasing Parties agree that the promises, covenants and releases contained herein, and the payments made pursuant to this Release, are not and shall not be deemed or construed as an admission of any liability, strict liability, negligence, willful misconduct, breach of contract, breach of warranty, intentional misconduct, gross negligence or fault of any kind whatsoever by the Released Parties, but are to be construed strictly as a compromise and settlement of a disputed claim between the Releasing Parties and the Released Parties for the purpose of avoiding further controversy, dispute and expense.

5. Confidentiality. The Releasing Parties agree to keep the terms of this Release strictly confidential. The Releasing Parties further agree that they will not disclose voluntarily, or allow anyone else to disclose, the circumstances surrounding the Releasing Parties' claims against the Released Parties, the terms of the settlement, or the facts or provisions of this Release, without the Released Parties' prior written consent, unless required to do so by financial reporting requirements, law, or rule

of court. Notwithstanding any provision herein to the contrary, the Parties agree that the Louisiana Public Records Law shall govern.

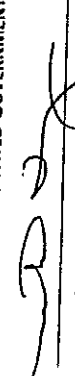
6. Authority. The Releasing Parties and Released Parties each represent and warrant to each other that they have the authority to execute this Release, and that any person or entity on whose behalf this Release is entered, including without limitation the Parties, consent to its execution and agree to be bound by each of the terms, covenants and conditions contained herein. The Parties agree to indemnify and hold harmless each Party from and against any claim that such authority did not exist.

7. Construction. No other consideration, agreements, representations, oral statements, understandings, inducements, or courses of conduct which are not expressly set forth in this Release should be implied or are binding with respect to any matters referred to herein. This Release and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing and signed by an authorized officer of the Parties, respectively.


8. Governing Law. This Release shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Louisiana, without regard to its choice of laws.

IN WITNESS WHEREOF, this Release has been executed on the date set forth below.


TERREBONNE PARISH CONSOLIDATED GOVERNMENT

By: 
Name: Mike Toups
Title: Parish Manager
Date: 03/31/2022

ALL SOUTH CONSULTING ENGINEERS, LLC

By: 
Name: Stephen C Smith
Title: Partner
Date: 4/1/22

PENHALL COMPANY

By: 
Name: Jennifer G. Black
Title: 4/13/2022
Date: V.P. & G.C.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2022 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-34**

TOTAL FUNDING	\$	6,654,877
EXPENDITURES THRU 12/31/20		(4,413,119)
PROJECT BALANCE	\$	<u>2,241,758</u>

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2022 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-34**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2021	2022	2023	2024	2025	2026
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK		95,000					
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280		18,131					
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL		1,009,900					
Jul-21	ORD 9295	ARP- FUND 201		250,000					
Apr-21	ORD 9359	ACT 120 OF 2021			500,000				
Jun-22	PENDING BA	FROM 659-000-6912-00			11,663				
LESS PRIOR YEARS EXPENDITURES			(4,413,119)						
FUNDS AVAILABLE			\$ 357,064	\$ 1,373,031	\$ 511,663	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: JOSEPH FURR DESIGN
ALL SOUTH, ENGINEERING
CONTRACTOR: BAYOU IRRIGATION, INC.
LEWIS STONE, LLC.**

DESCRIPTION: EVALUATE THE MERITS AND FEASIBILITY OF ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX.

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 659-501-8913-20

CAPITAL PROJECTS CONTRL

PARKS & GROUNDS

PARISH SPORTS PARK COMPLEX

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,730,095	327,135.90	0	1,402,959
2022	1,902,959	9,221.64	0	1,893,737
CLOSED:				
2015	939,129	5,007.98	N/A	934,121
2016	1,073,526	823,424.49	N/A	250,102
2017	450,102	18,205.00	N/A	431,897
2018	1,279,175	469,624.52	N/A	809,550
2019	1,054,550	934,430.93	N/A	120,119
2020	370,119	13,055.24	N/A	357,064

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02

= INPUT

SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section II

Kayla Dupre

From: Kandace Mauldin
Sent: Monday, May 23, 2022 5:09 PM
To: Kayla Dupre
Subject: Budget Amendment
Attachments: Fully Executed and Recorded Lease and Ordinance.pdf

We need to do a budget amendment to add \$18,000 to 151-194-8321-02. This will be for the property needed to complete the Rotary Centennial Plaza at Belanger Street. The funding is from fund balance. Attached is the lease for the property that can be used as backup

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457



Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

TERREBONNE PARISH CONSOLIDATED GOVT
ATTN: PLANNING DEPT
P. O. BOX 2768
HOUMA, LA 70361

First VENDOR

CARO, VYNER JOSEPH JR

First VENDEE

TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : CONVEYANCES

Type of Document : LEASE

File # : 1649290

Recording Pages : 17

Book : 2671 Page : 164

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux
Clerk of Court



CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and

Recorded 04/28/2022 at 11:07:52

Recorded in Book 2671 Page 164

File Number 1649290



Doc ID - 015751640017

Manuel Delaney
Deputy Clerk

Additional Index Recordings			
Index Type	Book	Page	File #
MTG	3339	323	1649290

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
ATTN: PLANNING DEPT
P. O. BOX 2768
HOUMA, LA 70361

Do not Detach this Recording Page from Original Document

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS, That this Lease Agreement ("Lease") entered into on the dates hereinafter indicated and is effective as of April 1, 2022 ("Effective Date"), by and between:

VYNER JOSEPH CARO, JR., a/k/a V.J. CARO, JR., Social Security No. XXX-XX-4222, a single man of the full age of majority, married but once to and then to Rhondalyn Crochet from whom he is legally divorced, living and residing in the Parish of Terrebonne, State of Louisiana; whose current mailing address is 1315 Valhi Boulevard, Houma, Louisiana 70360;

(hereinafter referred to as LESSOR); and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, Tax Identification No. XX-XXX1390, a political subdivision of the State of Louisiana, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361, appearing herein through its Parish President, Gordon E. Dove, or its duly authorized Parish Manager, Mike Touns, by virtue of Terrebonne Parish Ordinance No. 9362, a certified copy or copy of which is attached hereto and made a part hereof,

(hereinafter referred to as LESSEE or TPCG);

WITNESSETH:

Lessor does hereby Lease and let to Lessee on the terms and conditions and for the purposes hereinafter expressed, the following described property with a municipal address of 7842 Main Street, Houma, Louisiana 70360, referenced as Parcel No. 19175 in the Terrebonne Parish Assessor's records and more particularly described as follows, to-wit:

1. One certain lot of ground situated in the City of Houma, Parish of Terrebonne, State of Louisiana, and comprising the Easternmost portion of Block 90, fronting on the southerly side of Main Street, by depth along Church Street, its Eastern boundary, and by depth along its Western boundary to Belanger Street, formerly Court Street. Said lot being bounded front or Northerly by Main Street, Easterly by Church Street, Westerly by property belonging to Dr. Rudolph L. Zelenka, Jr., et als or assigns, and rear or Southerly by Belanger Street (formerly Court Street).
2. A certain lot of ground situated in the City of Houma, Parish of Terrebonne, Louisiana, in the triangular block bounded by Main, Church and Belanger Streets, the said lot measuring a frontage of twenty-five and 75/100 (25.75') feet on the south side of Main Street with the full depth to Belanger Street; bounded on the North by Main Street; East by property of the Estate of John B. Windet, or assigns; South by Belanger Street (formerly Court Street); and West by tract described as (3) hereinbelow, belonging to R. L. Zelenka, et als; together with all the improvements thereon, as well as all rights, ways, privileges and servitudes thereunto belonging, or in anywise appertaining.
3. A certain lot of ground situated in the City of Houma, Parish of Terrebonne, Louisiana; measuring forty-nine feet, nine inches (49'9") front on the South side of Main Street, and

forty-six (46') feet on Belanger Street (formerly known as Court Street); bounded in front or North by Main Street; in the rear or South by Belanger Street; East by property of Miss Alice Blahut, et al, formerly, now the property described under (2) hereinabove, and West by property formerly belonging to the Estate of John B. Winder, now Mrs. Alcide J. Bonvillain, or assigns; the said lot being comprised in the triangular block bounded by Main Street, Church Street, and Belanger Street, and known as Block 90; said lot being particularly shown and described on a sketch annexed to the original boundary agreement between the heirs of John B. Winder and Dr. Rudolph L. Zelonka, dated September 19, 1905, before H. M. Wallis, Jr., Notary Public, recorded in C.B. 54, folio 407.

Tracts 1, 2 and 3 are more particularly shown on a plat prepared by Keneth L. Rembert under date of November 17, 1975, a copy of which is recorded in COB 1346, folio 414, under Entry No. 909203 of the records of Terrebonne Parish, Louisiana.

For title see Consent Partition of Community Property Judgment recorded in COB 2222, folio 576, under Entry No. 1363254 of the records of Terrebonne Parish, Louisiana.

(hereinafter referred to as "Leased Premises");

1.
TERM

The term of this Lease shall be for a period of three (3) year(s), beginning on April 1, 2022 and ending on March 31, 2025 for approximately forty-eight weeks in any calendar year, and excluding (a) four weeks of every year beginning the third Monday prior to Mardi Gras Day and ending on the Sunday following Mardi Gras Day, and (b) the day of, the day before and the day after the scheduled date for the Irish-Italian Parade ("Term").

2.
RENTAL

This Lease is made for and in consideration of the covenants herein contained and a monthly rental of ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS per month for eleven (11) months during the Term of this Lease, payable in advance by Lessee to Lessor on the 1st day of each month, beginning January 1, 2022. In addition to the foregoing base rent, Lessee shall pay all taxes as provided herein, insurance, utilities, upkeep, and maintenance required under this Lease, which shall constitute rent under this Lease. The monthly payments due from Lessee and all additional charges due under this Lease, including but not limited to the foregoing, shall be included within the definition of "Rent" as such term is used in this Lease. All payments due under this Lease shall be made to Lessor at 1315 Valhi Boulevard, Houma, Louisiana 70360, but Lessor may from time-to-time designate other persons and places for payments of rent by giving written notice to Lessee.

3.
WAIVER

Lessee hereby expressly waives all representations and warranties on the part of Lessor, whether express or implied, including without limitation, all warranties that the Leased Premises is free from defects or deficiencies, whether hidden or apparent, and all warranties under La. Civ. Code arts. 2696 and 2697, or any other provision of Louisiana law, to the fullest extent permitted by La. Civ. Code art. 2699. In addition, Lessee assumes full responsibility for the condition of the Leased Premises in accordance with the provisions of La. R.S. 9:3221. So long as Lessee continues to pay the Rent and to perform its other obligations under this Lease, Lessee shall have peaceful and uninterrupted possession of the Leased Premises during the Term of this Lease.

4.

AD VALOREM TAXES

Lessee shall promptly pay when due all ad valorem taxes and any other taxes, assessment, charges, permits or impositions on the Leased Premises, including any such charges related to improvements made by the Lessee ("Property Taxes"), which includes the land and any improvements permanently attached thereto, including those imposed by any governmental, municipal or political subdivision, during the existence of this Lease or any extension thereof assessed upon the land and/or building and/or improvements permanently attached thereto. Lessee shall pay all other taxes, assessments, charges, permits or impositions on any movable property of Lessee in any way connected with the Leased Premises.

Upon receipt of a bill for Property Taxes for the Leased Premises, Lessor shall forward such bill to Lessee and Lessee shall promptly pay to Lessor Lessee's share of Property Taxes and Lessor shall be responsible for paying the Property Taxes timely. Lessor shall promptly provide Lessee evidence of its payment for the Property Taxes. For any partial calendar year of the Term, the Property Taxes shall be prorated.

5.

CASUALTY INSURANCE

Lessor may, but shall not be required to, obtain and pay the costs of fire, wind, storm, flood, hurricane and other casualty insurance upon the improvements located on the Leased Premises, in such coverage amounts, if any, as may be desired by Lessor in Lessor's sole and uncontrolled discretion and naming Lessor as the insured. Any proceeds from any insurance policy procured by Lessor shall constitute the sole property of the Lessor, and Lessee shall not have any claim to such proceeds.

Lessor shall not be responsible for insuring any improvements made by Lessee or any of Lessee's property or any movable property located on the Leased Premises. Lessee shall obtain and pay the costs of fire, wind, storm, flood, hurricane and other casualty insurance upon any improvements made by Lessee to the Leased Premises.

6.

CASUALTY

Should the Leased Premises, excluding Lessee's improvements, be destroyed or damaged by fire or other casualty covered by Lessor's insurance, the Lessor will, without unreasonable delay, obtain bids for the repairs or reconstruction of the Leased Premises, excluding Lessee's improvements. If the Leased Premises, excluding Lessee's improvements, can be repaired or reconstructed for the amount of insurance available, Lessor shall be obligated to reconstruct the Leased Premises, excluding Lessee's improvements, without unreasonable delay and this Lease shall not terminate. If it is impossible for Lessor to obtain a bid to repair or reconstruct the Leased Premises, excluding Lessee's improvements, for the amount of the insurance proceeds available to Lessor, this Lease may be terminated at the option of Lessor. If the Leased Premises, excluding Lessee's improvements, can be repaired or reconstructed as above provided or if Lessor elects to do so, there shall be an abatement of base rent upon an equitable basis in proportion to the extent that the Leased Premises are rendered untenable, and for the period of time the premises are rendered untenable.

Should the Lessee's improvements be destroyed or damaged by fire or other casualty at any time during the Term, the Lessee shall, without unreasonable delay commence repair and/or reconstruct the improvements and shall complete the repair and/or reconstruction within a reasonable amount of time. The Rent shall not be abated as a result of any damage to Lessee's improvements, nor shall Lessee be relieved of any other obligations under this Lease. In the event that damage or destruction to Lessee's improvements impairs Lessor's use of the Leased Premises during the period of Lessor's use under Section 1, Lessee shall pay the base rent for such period, shall pay 100% of the Property Taxes for the relevant year, and shall pay any and all damages

Yh

incurred by Lessor as a result of the damage and/or destruction, including Lessor's loss of use during Lessor's allotted period of use herein. Lessee's obligation to repair and/or reconstruct the improvements and/or make payments of base rent, taxes, and/or damages to Lessor under this Section shall constitute Rent under this Lease.

7.

LIABILITY INSURANCE

During the terms of this Lease, Lessee shall carry and maintain, at Lessee's sole cost and expense, commercial general liability insurance for injury to persons or property occurring in or about the Leased Premises or arising out of the use or occupancy thereof, with limits of not less than TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS combined single limits, providing protection against perils included within the standard form. Said insurance coverage shall additionally include contractual liability coverage for the obligations assumed by Lessee in this Agreement.

8.

INSURANCE POLICIES

All insurance policies that Lessee is obligated to obtain under the terms and conditions of this Lease shall be with good and solvent insurance companies with standard retained liability limits of self-insured limits or deductibles and shall name Lessor as an additional insured. Lessee waives and each policy of insurance shall also contain a waiver of subrogation by the insurer(s) against Lessor for any reason whatsoever, be primary in respect to any other Lessor coverages, but only to the extent of Lessee's express assumption of obligation under this Lease, and provide for thirty (30) days prior written notice before cancellation or a material change in coverage. Lessee shall furnish to Lessor a certificate of insurance, evidence of timely renewals, and, if requested by Lessor, with a certified copy of all policies of insurance in which Lessee is obligated to obtain under the terms and conditions of this Lease. Each policy of insurance shall be accompanied by evidence of payments of premiums in a form reasonably satisfactory to Lessor.

In the event Lessee fails to procure any policy of insurance (and/or fails to have Lessor listed as an additional insured on all such policies) that Lessee is required to procure under the terms of this Lease, Lessor may, in Lessor's sole discretion, procure such policies (and/or coverage of Lessor as an additional insured or coverage through a separate policy procured by Lessor) and charge the costs of such policies to Lessee as Rent.

9.

RELEASE OF LIABILITY

a. DURING THE TERM OF THIS LEASE AND TO THE EXTENT ALLOWED BY LAW, LESSEE SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS, EMPLOYEES, SERVANTS, AND INVITEES FROM AND AGAINST ALL CLAIMS, DEMANDS, COMPLAINTS, LOSSES, FINES, PENALTIES, CITATIONS, DAMAGES, CAUSE OF ACTION, SUITS, JUDGMENTS, ORDERS, EXPENSES OR COSTS, INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESSES' FEES ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) SUSTAINED BY ANYONE; OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANYONE ARISING FROM OR IN ANY WAY RELATED TO LESSEE'S OCCUPANCY OF THE LEASED PREMISES FOR ANY OCCURRENCE, IN, UPON OR AT THE LEASED PREMISES OR THE OCCUPANCY OR USE BY LESSEE OF THE LEASED PREMISES OR ANY PART THEREOF ("CLAIMS"), EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY LESSOR OR LESSOR'S AGENTS', EMPLOYEES', SERVANTS' AND INVITEES' (EXCLUDING LESSEE ITSELF) OR ANY OTHER PERSONS OR ENTITIES (EXCLUDING LESSEE ITSELF) UNDER THEIR DIRECTION, NEGLIGENCE, FAULT, ACTS OR OMISSIONS AND/OR INTENTIONAL ACTS OR OMISSIONS.

Handwritten signature

b. To the extent allowed by law, Lessee hereby waives any and all immunity available to Lessee under the law only with respect to its obligation to indemnify and/or only with respect to all monetary obligations to Lessor provided in this Lease and/or at law. This waiver of immunity shall inure to the benefit of Lessor and Lessor's agents, employees, servants, and invitees.

10.

FAILURE TO COMPLY WITH LEASE

This Lease is made upon the express conditions that should the Lessee fail to keep and perform any of the agreements contained herein, this Lease shall terminate at the option of the Lessor, providing that the Lessor shall first give Lessee at least fifteen (15) days written notice, as hereinafter provided, of its intention to terminate the Lease and set forth therein a specific breach of this Lease. This notice shall be mailed to the Lessee as hereinafter provided, and after the expiration of fifteen (15) days from the date of receipt of notice by Lessee, the Lease shall terminate, providing that Lessee has not by then paid all Rent due and commenced to remedy all the other defaults and breaches complained of and diligently continues to correct such defects until corrected, except that the passage of time limits specified in this Lease for performance of Lessee's obligations shall not be extended for any reason, including Lessee's diligent efforts to cure its breaches. It is understood, however, that failure to pay Rent as set forth hereinabove, is not the exclusive cause for termination of this Lease, a breach of any of the other terms hereof also being grounds for termination after notice as set out herein. Should the Lessee fail to pay Rent, or should Lessee fail to remedy any default under the provisions of this Lease within the time period and after written notice to Lessee, as herein set out, or should it be judicially determined that Lessee has violated any of the terms of this Lease, all the remaining Rent falling due under this Lease shall become immediately due and payable at the option of the Lessor, or Lessor may, at its option, declare the Lease null and void, and terminated and forfeited as aforescribed, reserving unto Lessor any and all other rights and claims allowed by law or granted in this Lease, including but not limited to any and all claims for past due Rent and other sums owed to Lessor under this Lease.

11.

SUBLEASE

Lessee shall not have the right to sublease or assign the Leased Premises, assign this Lease, or assign any rights in this Lease, in whole or in part, except with the prior written consent of Lessor. In the event of a sublease, Sublessee will be obligated by all the terms, promises and conditions of this Lease and Lessee also remains responsible for the promises, terms and conditions of this Lease to Lessor. Notwithstanding anything herein to the contrary, Lessor consents to Lessee's use of the Leased Premises in connection with events held in downtown Houma with other organizations or entities, provided that no such event shall exceed two (2) weeks in duration.

12.

MAINTENANCE

Lessee shall be responsible for the maintenance, upkeep, and any necessary repairs to the Leased Premises in its current state and/or Lessee's improvements during the Term. At Lessor's option, Lessor may, after written notice to Lessee pursuant to Section 10, perform maintenance, upkeep and/or repairs and charge the costs of same to Lessee as Rent.

13.

BANKRUPTCY

In the event of bankruptcy, insolvency, or of a receiver or trustee being appointed to take charge of the property or any part thereof, or of any cession to creditors on the part of the Lessee, Lessor may, at its option, declare the Lease terminated and forfeited, and all remaining rental shall be ipso facto due and payable as liquidated damages, and the Leased Premises with all buildings and improvements thereon shall revert to the Lessor, provided, however, that if Lessee actually pays any such sum in full within sixty (60) days of filing of bankruptcy proceedings, Lessee may continue to occupy the Leased Premises for the remainder of the term of this Lease. It is expressly understood that any clause of this entire Lease, relating to the Lessee, including, but not by way of

limitation, any clause relating to the assignment or sublease, shall expressly apply to any receivers, assigns, transferees, trustees in bankruptcy or otherwise, voluntary or involuntary, and to all other persons who hold by virtue of, under or in anywise connected with the Lessee named in this Lease.

14.

COMPLIANCE WITH LAW

Lessee shall comply with all laws, regulations or ordinances of any governmental authority or any department thereof for the operation of any business.

15.

RETURN OF PREMISES

Lessee shall use the Leased Premises as a good and prudent administrator and will pay the rent promptly when due. Upon the completion of this Lease, Lessee will deliver the Leased Premises swept broom clean and in good condition, subject only to the wear and tear occasioned by the prudent use of the Leased Premises.

16.

USE OF PROPERTY

Lessee will occupy and use the Leased Premises in connection with events and/or uses that promote downtown development and/or that promote quality of life and shall not be used for any unlawful purpose.

17.

UTILITIES

Lessee shall pay for all telephone, electric, gas, water, trash collection and other utilities used on the Leased Premises during the Term of this Lease.

18.

RIGHT TO INSPECT

Lessor reserves the right to inspect the premises between the hours of 9:00 a.m. and 5:00 p.m. after giving Lessee 24 hours written notice. The foregoing notwithstanding, Lessor shall not be required to give Lessee notice of any inspection which does not require Lessee to provide Lessor with access to the Leased Premises and/or improvements.

19.

IMPROVEMENTS

Lessee may not make any improvements or changes to the Leased Premises, except with the prior written consent of Lessor, which consent shall not be unreasonably withheld. Prior to commencement of any such improvements, Lessee shall provide to Lessor any and all plans, drawings, specifications, permits and/or other documentation requested by Lessor indicating the nature and location of the planned improvements, and Lessee shall not commence any such improvements unless and until Lessor has consented in writing. Any improvements or changes made by Lessee after obtaining Lessor's consent, shall be made at Lessee's sole cost and expense, and Lessee agrees to promptly pay for the same and not to cause Lessor's property to be subject to any lien or encumbrances resulting therefrom. Upon termination of this Lease for any cause whatsoever, all improvements, except those referenced in the following paragraph, made to the Leased Premises by the Lessee that are permanently attached thereto, shall, at Lessor's option: (i) become the property of the Lessor without any cost therefor to the Lessor, free and clear of any liens or encumbrances whatsoever or (ii) be removed from the Leased Premises at Lessee's sole cost and expense.

Lessor hereby consents to Lessee removing the existing entrance gate on the Belanger Street side and installing another entrance gate on the Church Street side as per the plans or drawings to be submitted to Lessor by Lessee; provided that Lessee shall remove the gate in a non-destructive manner and return the removed gate to Lessor, and to overlay the Leased Premises or a portion thereof to improve the Leased Premises as per the plans or drawings to be submitted to Lessor by Lessee. Notwithstanding anything herein to the contrary, at the termination of this Lease the above referenced entrance gate and the overlay improvements referenced above shall remain the property of Lessor in accordance with the foregoing paragraph and Lessee shall not be required to remove these improvements. In addition, in connection with other improvements to the Leased Premises requested by Lessee, Lessor may consent to the improvements remaining the property of Lessor at the termination of this Lease and Lessee not having to remove them, which consent shall not be unreasonably withheld.

20.

SUCCESSORS AND ASSIGNS

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto.

21.

LEASE SUBJECT TO

Lessee hereby acknowledges that this Lease is subject to any and all recorded rights, ways, privileges, servitudes, mortgages, subordinations and liens thereunto belonging or in anywise appertaining to the Leased Premises herein.

22.

DAMAGE DEPOSIT

Lessee further agrees to pay to Lessor a ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS damage deposit upon the execution of this Lease agreement. In the event Lessee defaults and/or breaches any of the terms and conditions of this Lease, Lessee agrees that Lessor may apply said deposit, at Lessor's option, to any sums owed to Lessor under the terms and provisions of this Lease, without notice to Lessee.

23.

ENVIRONMENTAL

Lessee shall not bring or allow any Hazardous Substances or toxic, material or waste, to be located in, on or under the Leased Premises. For purposes of this section, the term "Hazardous Substances" means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, The Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims of any kind in any way related to a violation or alleged violation of this paragraph.

24.

MISCELLANEOUS

Lessor's Disclaimer. LESSOR AND LESSEE RECOGNIZE, STIPULATE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, LESSEE HAS INSPECTED AND EXAMINED THE LEASED PREMISES AND HEREBY ACCEPTS THE LEASED PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES. WITHOUT LIMITING THE FOREGOING, LESSOR MAKES NO REPRESENTATION OR

WARRANTY CONCERNING THE CONDITION OF THE LEASED PREMISES, THE FITNESS OF THE LEASED PREMISES FOR THE OPERATION OF LESSEE'S BUSINESS, THE FITNESS OF THE LEASED PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE LEASED PREMISES FOR ANY PURPOSE. IN ADDITION TO AND NOT AS A SUBSTITUTE FOR THE PROVISIONS OF SECTION 9 OF THIS LEASE, IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE LESSEE SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE LEASED PREMISES AND THAT LESSOR SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE LEASED PREMISES TO LESSEE OR ANYONE ON THE LEASED PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE LESSEE, UNLESS THE LESSOR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

Holding Over. If Lessor does not surrender possession of the Leased Premises within ten (10) days after the Termination Date, then at the election of Lessor, Lessee shall be a Lessee-at-sufferance of Lessor, and the base rental for each day during the period of such holdover shall be double the current Rent prevailing hereunder (determined on a daily basis) immediately prior to such expiration or termination ("Penalty"). Possession of the Leased Premises shall be deemed surrendered to Lessor and the Penalty above shall not apply if Lessee is only required at the termination of this Lease to remove any improvements requested by Lessor in accordance with Section 19, Improvements, above, and/or to make any maintenance, repairs or up keep in accordance with Section 12, Maintenance, above and/or if Lessor contends that any monetary obligation is owed by Lessee to Lessor.

Non-Waiver. Neither the acceptance by Lessor of any Rent or other payment hereunder, whether or not any default hereunder by Lessee is then known to Lessor, or any custom or practice followed in connection with this Lease shall constitute a consent or waiver of any right or obligation by either party. Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Except for the execution and delivery of a written agreement expressly accepting surrender of the Leased Premises, no act taken or failed to be taken by either party shall be deemed an acceptance or surrender of the Leased Premises.

Brokerage Commissions. Lessor and Lessee each warrant and represents to the other that if it has dealt with, employed or negotiated with any real estate broker, salesman, agent or finder in connection with this Lease, said party shall pay the commission due to the Broker pursuant to a separate agreement. Each party shall indemnify, hold harmless and defend the other from and against any claim or claims for broker or other commission arising from or out of any breach of this representation and warranty. The representations and obligations contained in this paragraph shall survive the expiration or termination of this Lease.

Governing Law and Jurisdiction. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the internal laws of the State of Louisiana, without regard to the conflicts of laws principles thereof. Lessee, by execution of this Lease, expressly confers jurisdiction "in personam" and/or "in rem" and consents to venue on the Thirty-Second Judicial District Court in and for the Parish of Terrebonne, Louisiana, for the purpose of any legal proceedings brought by Lessor for enforcement of any rights of Lessor under the terms of this Lease.

No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto other than the relationship of Lessor and Lessee.

Survival of Obligations. All obligations of Lessor and Lessee which by their nature involve performance, of any kind extending past the expiration or earlier termination of this Lease or which cannot be ascertained to have been fully performed until after the end of the Term, shall survive the expiration or earlier termination of this Lease.

Headings and Interpretations. The article and section headings used throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Lease.

Mechanic's Liens. Lessee shall not permit any mechanic's or materialmen's liens to be filed against the Leased Premises, improvements or Lessee's leasehold interest therein, and Lessee shall cause any such liens arising or alleged to arise as a result of Lessee's activities in the Leased Premises and/or improvements to be paid and released of record without cost to Lessor within thirty (30) days following delivery by Lessor to Lessee of written notice regarding the existence of any such lien. If Lessee breaches its obligation to maintain the Leased Premises and improvements free and clear of liens, Lessor may, at its option, satisfy the lien and charge the costs, including attorneys' fees, thereof to the Lessee as Rent.

Severability. If a competent tribunal, including, but not limited to, judicial courts or arbitration tribunals determines that any provision of this Lease is invalid, void, illegal or unenforceable for any reason, the scope of such unenforceable provision will be deemed modified and diminished to the minimal extent necessary to render such provision valid and enforceable. In the event such modification cannot be accomplished, such provision shall be considered separate and severable from this Lease, and the remaining provisions of this Lease shall remain in full force and effect and be binding upon the parties hereto as though such invalid or unenforceable provisions had not been included.

Time is of the Essence. Time is of the essence with respect to all obligations to be performed hereunder.

Fees and Expenses. If either Lessor or Lessee files any proceeding in connection with this Lease, the prevailing party shall be entitled to obtain its attorneys' fees, accountants' fees, court cost and interest from the other party.

Entire Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no others. This Lease, including the Exhibits, attached hereto and made a part hereof, constitutes the whole agreement of the parties and shall in no way be constituted, modified or supplemented, except by a written agreement executed by both Lessor and Lessee.

Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto other than payment of Rent or other monetary obligation, such period of time shall be extended by the number of days such action is delayed due to (a) weather, (b) war or national conflicts or priorities arising therefrom; (c) strikes, lockouts, embargoes, fire, casualties, delays in transportation, shortages or unavailability of materials or labor, national emergency; (c) any other act, event or circumstance beyond such party's control and which (i) such party cannot overcome by the exercise of reasonable and diligent efforts and (ii) is not a result of the negligence or willful misconduct of such party (collectively, "Force Majeure"); provided that any claim of Force Majeure must be asserted by written notice to the other party within ten (10) days after the beginning of the circumstances that constitute the event of Force Majeure or such claim shall be deemed waived and may not thereafter be asserted.

25.

CHANGES IN LEASE

This Lease shall not be changed, altered or abrogated in any respect, except by written agreement of both parties executed in the same manner as this original contract of Lease. It is further understood by all parties that this Lease is non-renewable.

26.

NOTICES

Each notice required or permitted to be given hereunder by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease, and the same shall be given and shall be deemed to have been delivered, served and given if personally delivered, sent by facsimile transmission or placed in the United States mail, postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party below:

TO LESSOR: V.J. Caro, Jr.
1315 Valhi Boulevard
Houma, LA 70360
~~Facsimile Number: 985-868-9886~~ *no fax*

TO LESSEE: Terrebonne Parish Consolidated Government
Attention: Parish President, Gordon E. Dove, or his successor
Attention: Chief Financial Officer, Kandace Mauldin, or her successor
Post Office Box 2768
Houma, LA 70361
Facsimile Number: 985-873-6457

or such other address as either of the parties may hereafter designate in writing.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY
LEFT BLANK.**

afg

THIS done and signed on this 4th day of April, 2022, before me,
Notary Public, and in the presence of the undersigned competent witnesses after a thorough reading
of the whole.

WITNESSES:

Angelle Ann P. Bordeaux
Print Name: Angelle Ann P. Bordeaux

Raquel R. Potter
Print Name: Raquel R. Potter

LESSOR:

Vyvet Joseph Caro k/a V.J. CARO, JR.

Cynthia M. Forest
Print Name: Cynthia M. Forest
License No. 14780

fla

THUS done and signed on this 14th day of April, 2022, before me,
Notary Public, and in the presence of the undersigned competent witnesses after a thorough reading
of the whole.

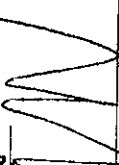
WITNESSES:

Liliani H. Adams
Print Name: Liliani H. Adams

Sheri R. Eaton
Print Name: Sheri R. Eaton

LESSEE:
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

Gordon E. Dove
BY: Gordon E. Dove
ITS: Parish President

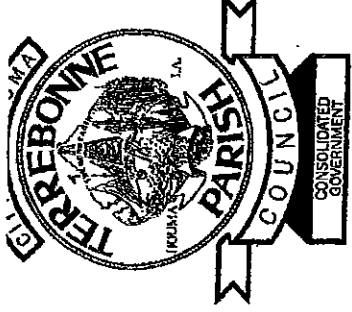


VINCENT DAGATE, JR. (#01319),
NOTARY PUBLIC

for

DARRIN W. GUIDRY, SR., CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



JESSICA DOMANGUE, VICE-CHAIRWOMAN

DISTRICT 2
CARLA A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

April 14, 2022

Received

MEMO TO: Chris Pulaski
Planning and Zoning Director

FROM: Tammy E. Trigg
Assistant Council Clerk

Planning & Zoning

RE: Lease Property – 7842 Main Street

Attached is a copy of Ordinance No. 9362 which authorizes the lease of the aforementioned property and authorize the Parish President to execute any and all documents necessary to lease the property located at 7842 Main Street.

Should you have any questions regarding this matter, feel free to contact me.

/tet

Attachment

cc: Honorable Gordon E. Dove, Parish President
Mr. Mike Toups, Parish Manager
Parish Attorney Julius P. Hebert
Assistant Parish Attorney Vincent Dagate, Jr.
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. S. TROSCLAIR

ORDINANCE NO. 9362

AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY LOCATED AT 7842 MAIN STREET, AT THE CORNER OF MAIN, CHURCH AND BELANGER STREETS, HOUMA, LOUISIANA, 70360, PARCEL #19175, FROM PROPERTY OWNER(S); AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO LEASE THIS PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to lease any land or property on behalf of the Parish Government; and

WHEREAS, in connection with a Downtown Development Project, including the project known as the Belanger Street Park a/k/a Rotary Centennial Plaza, (hereinafter the project sometimes referred to as "Belanger Street Park Project"), which involves a downtown development project in cooperation and coordination with the Houma Downtown Development Corporation and with the Rotary Club of Houma, Inc., both nonprofit corporations, which involves in part property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana 70360, Parcel #19175 (hereinafter sometimes referred to as the "Proposed Leased Property"), and the Terrebonne Parish Consolidated Government Administration recommends to the Terrebonne Parish Council that the Parish President, Gordon E. Dove, be authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government ("TPCG") to execute documents necessary to lease said Proposed Leased Property to the TPCG in connection with the Belanger Street Park Project a/k/a Rotary Centennial Plaza to facilitate construction, operation and maintenance of a park in connection with the Belanger Street Park Project a/k/ Rotary Centennial Plaza, which basic terms are described below.

WHEREAS, the Terrebonne Parish Consolidated Government Administration recommends to the Terrebonne Parish Council to authorize the Terrebonne Parish President, Gordon E. Dove, to execute a lease for the Proposed Leased Property to TPCG from the property owner(s) for approximately eleven (11) months out of a calendar year, for a period of three (3) years, commencing as soon as reasonably possible, for the base rental sum of \$1,500.00 per month, payable in advance, together with other terms and conditions of the lease approved by the Legal Department, including but not limited to TPCG paying its proportionate share of Property Taxes, as defined therein, utilities, maintenance expenses, and a damage deposit, TPCG providing insurance, and inclusive of a hold harmless and indemnification clause in favor of the lessor.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish President, Gordon E. Dove, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government ("TPCG") to execute documents necessary to lease the aforescribed property located at 7842 Main Street, at the corner of Main, Church and Belanger Streets, Houma, Louisiana 70360, Parcel #19175 ("Proposed Leased Property") from the property owner(s) for a period of approximately eleven (11) months out of a calendar year, for a period of three (3) years, commencing as soon as reasonably possible, for the base rental sum of \$1,500.00 per month, payable in advance, together with other terms and conditions of the lease approved by the Legal Department, including but not limited to TPCG paying its proportionate share of Property Taxes, as defined therein, utilities, maintenance expenses, a damage deposit, TPCG

providing insurance, and inclusive of a hold harmless and indemnification clause in favor of the lessor.

SECTION II

The aforescribed lease will be conducive to the public interest, convenience and safety and will enable TPCG to properly fulfill the functions imposed upon it by law.

SECTION III

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

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: J. Navy; C. Harding, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry and S. Trosclair.

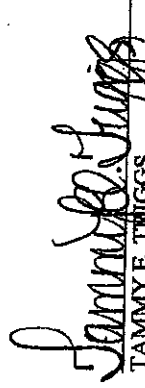
NAYS: None.


NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel.

The Chairman declared the ordinance adopted on this the 13th day of April 2022.

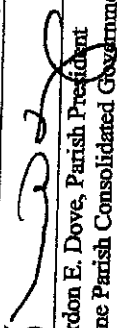

TAMMY E. TRIGGS
ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL


DARRIN W. GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

4/23/22 1:33 PM

Approved

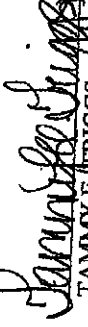
 Vetoed
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

4/23/22 9:49 AM

I, TAMMY E. TRIGGS, Assistant Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on April 13, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14TH DAY OF APRIL, 2022.



TAMMY E. TRIGGS
ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Act 119 of 2021-2022 Budget Breakdown

151-652-8111-10	Salaries	10,000.00
151-652-8225-01	DDC/Operating Supplies	36,000.00
151-652-8225-02	DDC/Court Square Oak Tree	10,000.00
151-652-8225-06	DDC/Security Camera Equip	10,000.00
151-652-8322-03	DDC/ Parking Lot Rental	24,000.00
151-652-8325-01	DDC/Contract Services	20,000.00
151-652-8325-02	DDC/Advertising	15,000.00
151-652-8325-03	Special Events	100,000.00
151-652-8412-03	DDC/Folk Bridge Enhancement	10,000.00
151-652-8913-21	Holiday Decorations	11,723.00
151-652-8913-24	DDC/Folk Belanger Street	20,000.00
151-652-8915-04	DDC/Folklife Computer Equipment	10,000.00
151-680-8412-01	Marina Repairs	10,000.00
		<hr/> 286,723.00

Revenue

151-000-6352-01	STATE - HOTEL/MOTEL TAX SHARE	286,723.50
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Rec. 4/26/2022

Section III

Rhonda Samanie

From: Anne Picou
Sent: Thursday, May 19, 2022 10:27 AM
To: Rhonda Samanie
Cc: Christopher Pulaski
Subject: RE: HDDC Account Balances.xls
Attachments: HDDC \$286.724 2022 yello.xls

Good day Rhonda,
I HDDC will allocate the funds as listed on the side of your spreadsheet in yellow. We added the most money to special events because the board feels quality of life will be our main goal.
I also added funds for computer and equipment because the copier folks are telling us they can't get parts any longer. I will need to look for a new printer downstairs. I believe the P/Z department leases their equipment and I will do the same.
Thank you as always for your help and guidance.
Anne

From: Rhonda Samanie <rsamanie@tpcg.org>
Sent: Thursday, May 12, 2022 1:01 PM
To: Anne Picou <apicou@tpcg.org>
Subject: HDDC Account Balances.xls

Anne,

I have attached a spreadsheet with the account balances for HDDC to help you with deciding on where to allocate the \$286,723.50.

Do you know when you will have this for me?

Thank you,

*Rhonda Samanie
Budget Assistant-Finance Dept.
Terrebonne Parish Consolidated Government
Phone (985) 873-6733
Fax (985) 873-6457
Email rsamanie@tpcg.org*

151-000-6352-01	State Hotel/Motel Tax Share
151-000-6741-02	Donations-Downtown Development

BALANCE
\$286,724
\$0

151-652-8354-08	Downtown Dev. (Misc.)
151-652-8111-10	DDC/Folk Salaries-Allocated
151-652-8225-01	DDC/Folk Operating Supplies
151-652-8225-02	DDC/Folk Court Square Oak Tree
151-652-8225-03	DDC/Demonstration Day
151-652-8225-04	DDC/Downtown Furnishings
151-652-8225-05	DDC/Folklife Beautification
151-652-8225-06	DDC/Folk Security Camera Equip
151-652-8225-07	Keep Folk Life Art Alive
151-652-8225-08	Supplies Donations
151-652-8322-03	DDC Parking Lot Rental
151-652-8325-01	DDC/Folk Contract Services
151-652-8325-02	DDC/Folk Advertising
151-652-8325-03	DDC/Folk Special Events
151-652-8325-04	DDC/Folk Historical Book
151-652-8393-01	DDC/Folk Travel & Training
151-652-8412-01	DDC/Folk Repair Account
151-652-8412-03	DD/Folk Bridge Enhancement
151-652-8412-04	DDC/Egret Repairs
151-652-8412-05	HDDC Downtown Cleanup Project
151-652-8913-12	Downtown Bulb Out Project
151-652-8913-21	Holiday Decorations
151-652-8913-23	HDDC Bike Racks
151-652-8913-24	DDC/Folk Belanger Street
151-652-8913-27	Pocket Park-Govt. Tower Site
151-652-8915-04	DDC/Folklife Computer Equipment
151-680-8225-02	Flagpole Donation
151-680-8225-03	Marina Operating Supplies
151-680-8349-01	Marina Oper. GENERAL FUND
151-680-8412-01	DDC Folk Marina Repairs
151-680-8412-02	Non HDDC Marina Repairs (H/M)
151-680-8913-03	Flag Pole Marina Project

\$0.00	
\$11,767	
\$32,784	
\$0.00	
\$415	
\$2,009	
\$5,000	
\$0.00	
\$0.00	
\$7,422	
\$18,000	
\$15,530	
\$10,312	
\$2,379	
\$0.00	
\$8,025	
\$12,351	
\$0.00	
\$0.00	
\$0.00	
\$26,776	
\$1,773	
\$647	
\$50,000	
\$25,000	
\$2,152	
\$0.00	
\$1,827	
\$36,561	
\$1,531	
\$0.00	
\$8,242	

\$286,724



8026 Main Street (Lobby) - Houma, Louisiana 70360

OFFICIAL RECEIPT

ACCOUNTING COPY

Phone (985) 873-6462

Receipt No. 0126292

Date 04/26/2022 09:22 AM

Name/Address STATE OF LOUISIANA - DEPARTMENT OF THE TREASURY BATON ROUGE, LA 70804	REFERENCE NUMBERS
	U/B Account No.
	A/R Invoice No.
	License/Registration No.

Reference

SALES TAX DEDICATIONS

FEES AND PAYMENTS

Description	G/L Account	Fees	Electronic Pmt.	Regular Pmt.
STATE - HOTEL/MOTEL TAX SHARE	151-000-6352-01	286,723.50		
CHECK #1851				286,723.50
Total		286,723.50	.00	286,723.50

FOR INTERNAL USE ONLY

Received by	Notes
NGUYEN Amt. Rec'd. \$****286,723.50	(OT) \$286,723.50 CK #01851

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8111-10

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK SALARIES - ALLOCATED

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	39,718	22,857.21	0	16,861
2022	16,861	8,512.04	0	8,349
CLOSED:				
2015	20,728	20,727.58	N/A	0
2016	20,818	18,841.17	N/A	1,977
2017	49,100	22,418.86	N/A	26,681
2018	24,216	20,765.25	N/A	3,451
2019	20,000	14,846.54	N/A	5,153
2020	54,251	14,532.83	N/A	39,718

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8225-01

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK OPERATING SUPPLIES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	66,590	27,334.56	0	39,255
2022	39,255	7,926.04	187	31,142
CLOSED:				
2015	32,845	27,429.30	N/A	5,416
2016	19,110	23,989.30	N/A	4,879-
2017	24,425	19,064.13	N/A	5,361
2018	80,707	51,301.68	N/A	29,405
2019	28,500	32,270.92	N/A	3,771-
2020	38,126	26,506.79	N/A	11,619

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8322-03

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC PARKING LOT RENTAL

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	61,800	14,400.00	0	47,400
2022	32,400	7,200.00	19,200	6,000
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	16,800	7,200.00	N/A	9,600

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8325-01

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK CONTRACT SERVICES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	24,742	25,344.94	0	603-
2022	29,040	23,470.00	1,355	4,215
CLOSED:				
2015	58,130	56,980.21	N/A	1,150
2016	42,000	28,484.11	N/A	13,516
2017	65,516	39,854.89	N/A	25,661
2018	75,385	38,745.45	N/A	36,640
2019	36,594	19,138.18	N/A	17,456
2020	24,619	14,876.52	N/A	9,742

ENTER = CONTINUE

ACCOUNT EXCEEDS BUDGET AMOUNT

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8325-02

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK ADVERTISING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	23,986	21,640.00	0	2,346
2022	17,346	8,325.99	675	8,345
CLOSED:				
2015	100,300	96,004.35	N/A	4,296
2016	50,400	53,327.15	N/A	2,927-
2017	50,400	34,388.03	N/A	16,012
2018	28,779	24,704.00	N/A	4,075
2019	31,300	24,229.00	N/A	7,071
2020	25,895	24,824.00	N/A	1,071

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8325-03

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK SPECIAL EVENTS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	99,302	56,623.90	0	42,678
2022	42,075	50,057.76	0	7,983-
CLOSED:				
2015	80,863	84,006.73	N/A	3,144-
2016	95,100	85,203.75	N/A	9,896
2017	111,996	94,884.49	N/A	17,112
2018	92,402	86,448.23	N/A	5,954
2019	78,943	73,866.95	N/A	5,076
2020	55,076	41,961.63	N/A	13,114

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCOUNT EXCEEDS BUDGET AMOUNT

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8913-21

GENERAL FUND

ECONOMIC DEVEL. - OTHER

HDDC/FOLKLIFE HOLIDAY DECORATI

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	7,717	5,944.42	0	1,773
2022	1,773	.00	0	1,773
CLOSED:				
2015	0	.00	N/A	0
2016	30,000	25,912.70	N/A	4,087
2017	4,087	.00	N/A	4,087
2018	4,087	.00	N/A	4,087
2019	15,000	9,804.16	N/A	5,196
2020	7,717	.00	N/A	7,717

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8913-24

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLK BELANGER STREET

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	50,000	.00	0	50,000
2022	50,000	.00	0	50,000
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	25,000	24,861.85	N/A	138
2020	0	.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-652-8915-04

GENERAL FUND

ECONOMIC DEVEL. - OTHER

DDC/FOLKLIFE COMPUTER EQUIPMNT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	5,000	1,234.54	0	3,765
2022	3,765	1,613.15	0	2,152
CLOSED:				
2015	1,152	1,152.38	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	5,000	.00	N/A	5,000

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-680-8412-01

GENERAL FUND

MARINA

DDC/FOLK MARINA REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,531	.00	0	1,531
2022	1,531	.00	0	1,531
CLOSED:				
2015	12,530	12,688.03	N/A	158-
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 151-000-6352-01

GENERAL FUND

NO DEPARTMENT NAME

STATE - HOTEL/MOTEL TAX SHARE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	226,274	137,425.05-	0	88,849-
2022	0	286,723.50-	0	286,724
CLOSED:				
2015	675,000	675,000.00-	N/A	0
2016	278,719	282,081.00-	N/A	3,362
2017	300,000	300,000.00-	N/A	0
2018	229,474	269,432.39-	N/A	39,958
2019	186,916	186,916.88-	N/A	1
2020	256,159	316,607.34-	N/A	60,448

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Terrebonne Parish Consolidated Government

LCLE

Victim's Assistance Grant #5903

~~Line Item Adjustment~~ *Budget Amendment*
5/23/2022

		Current	Adjustment	Final
216-215-8112-02	Overtime Pay	44,234	5,294	49,528
216-215-8349-01	Consultants <i>Other Fees</i>	168,873	(12,500)	156,373
216-215-8915-06	Machinery&Equipment	7,206	7,206	14,412
204-211-8172-15	Allocation <i>-Crimes Victim Assult</i>	(44,234)	(5,294)	(49,528)
204-000-5111-00	Fund Balance		5,294.00	-

Section 10

The grant provides funding for assistance, referrals and direct immediate crisis services to victims through the utilization of several different law enforcement agencies and victim advocates. **The grant's budget has been modified, so this budget amendment will correct the general ledger accounts to reflect current grant totals.**

Grant funding is for Houma Police Department and consultant agencies including Assumption Parish Sheriff's Office, Thibodaux Police Department, and The Haven.



Louisiana Commission on Law Enforcement and Administration of Criminal Justice


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Back Button will not take you back pages, instead use the application menus and controls.

[Main Menu](#) |
 [User Management](#) |
 [Funding Announcement](#) |
 [Project Management](#) |
 [Work Manager](#)

[Project](#)
[Monitoring](#)
[Audit](#)
[Fiscal Details](#)
[Reporting Requirements](#)

Grant ID: 5903

Project Title: Victim Assistance
Program 7

Status: Open - Awarded

Fund Announcement: [2019 VOCA](#)
[\(December 2020\)](#)
[District 7](#)

PROJECT SUMMARY

[CLICK HERE](#) To enter/update/view a Program, Fiscal, or Inventory Report for this grant ([Monitoring](#) menu item).

[CLICK HERE](#) To view any Audit Information for this grant ([Audit](#) menu item).

[CLICK HERE](#) To view the current financial information for this grant such as payments and funding sources ([Fiscal Details](#) menu item).

[CLICK HERE](#) To view the reporting requirements for this grant such as when fiscal reports are due ([Reporting Requirements](#) menu item).

Select the document link to access the details (i.e. Budget, Main Summary, Contract report...).

Phase	Documents	Start - End Dates	Status
5903 :	Create Project Modification Request (PMR)		
	Modifications 2	7/1/2021 - 6/30/2022	Open - Awarded
	Modifications 1	7/1/2021 - 6/30/2022	Open - Awarded
	Application	7/1/2021 - 6/30/2022	Open - Awarded

[View Issues/Comments](#)

Please send technical comments and problems to [LCLE EGRANTS Support](#).

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v3.4.1008.44 / fv1.5.136.9 / elv4.1.3.0

LOUISIANA COMMISSION ON LAW ENFORCEMENT

PROJECT MODIFICATION REQUEST

1. Subgrant Number: 2019-VA-01/03/04-5903		2. Amendment Number: 2	
3. Subgrantee: Terrebonne Parish Consolidated Government - Houma Police Department		4. Created Date: 11/20/2021	
5. Parish: Terrebonne		6. Award Date: 6/30/2021	
7. Project Title: Victim Assistance Program 7		9. Modified Project Period: From: 7/1/2021 To: 6/30/2022	
8. Approved Project Period: From: 7/1/2021 To: 6/30/2022			
10. Total Approved Budget by FUND SOURCE:		b. Requested Subgrant Budget	
Federal	208,005.00	c. Net Change Plus (minus) Dollar Amounts	
State	0.00	0.00	
Project Income	0.00	0.00	
Interest	0.00	0.00	
State Match	0.00	0.00	
Cash Match (New Approp.)	51,601.00	0.00	
In-Kind Match	0.00	0.00	
Project Income Match	0.00	0.00	
TOTAL	259,606.00	208,005.00	
11. Budgetary Information		c. Net Change Plus (minus) Dollar Amounts	
Personnel	82,500.00	58,693.00	
Employee Benefits	0.00	0.00	
Travel (Including Training)	0.00	0.00	
Equipment	7,206.00	14,412.00	
Supplies & Operating Expenses	2,400.00	2,400.00	
Consultants	167,500.00	132,500.00	
Construction	0.00	0.00	
Other	0.00	0.00	
TOTAL	259,606.00	208,005.00	
12. Signatures		5/23/22	
Financial Officer: Mrs. Jordan Kelly		Project Director: Captain Bobbie O'Bryan	

FOR LCLE USE ONLY

Recommendation:

Grants Section	Date	Program Manager	Date
Recommendation:			
Grants Management Per			
Approved			
Disapproved			
Section Manager		Date	

SUBGRANT: 5903 Amendment Number: 2 Short Title: Victim Assistance Program 7

**LOUISIANA COMMISSION ON LAW ENFORCEMENT
SIGNATURE PAGE TO SUBGRANT AMENDMENT**
Terrebonne Parish Consolidated Government - Houma Police Department
2019-VA-01/03/04-5903
AMENDMENT# 2

13. This AMENDMENT to the existing Subgrant Agreement which was entered into by the Louisiana Commission on Law Enforcement and the above-referenced Subgrantee will serve to revise and be a supplement to said Subgrant Agreement.

WHEREAS, the Subgrantee has submitted the attached Project Modification Request which explains and justifies the requested amendments.

NOW THEREFORE, in consideration of the promises herein contained in the Project Modification Request and with the intent to be legally bound, the parties agree to the amendments.

All other terms and conditions of the original Subgrant Agreement and prior amendments will remain in full force and effect throughout the duration of the Subgrant Agreement.

5-23-22

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF SUBGRANTEE

SIGNATURE OF AUTHORIZED OFFICIAL

Parish Manager

Authorized Designee

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this Project Modification Request, LCLE funds are hereby obligated for the project described by the subgrantee in the approved application and the Project Modification Request, subject to subgrantee acceptance.

EXECUTIVE DIRECTOR

Louisiana Commission on Law Enforcement

DATE

14. Explanation or Justification of Requested Modification:

From Ms. Rutha Chatwood

Good afternoon, I have attached the LCLE Emergency Mandatory Match Waiver Notice dated November 1, 2021, and signed November 8, 2021, by Mr. Jim Craft for the open FY 2019 subgrant that has been awarded to your agency (Subgrant Number 5903). The original Notice will be mailed via U.S. Postal Service this week. The match waiver granted for the subgrant is a result of The VOCA Fix to Sustain the Crime Victims Fund Act of 2021. The waiver will apply to all matching requirements, in its entirety, that remain unmet at the time of this waiver. Unmet match means matching contributions where the contributions or activity to be accounted for as match has not already been accounted for and reported as match in the Egrants fiscal reports submitted and approved as of the date of this notice. LCLE is not required to waive match for subawards that are closed or not active, or for the portion of a match requirement that has been met (i.e., accounted for and reported as match). The amount of your current budget status is listed on the Match Waiver Notice. Please note the Federal Award Total Reimbursed and Match Total Met totals listed as of September 30, 2021, and the resulting Federal Award Balance and Match Amount Balance totals listed. The last two totals will be instrumental in the information you provide in a Modification Request in Egrants. Once you receive this notice, please create and submit a modification request to remove all match amounts budgeted based on the federal award balance remaining in your budget. Afterward, you may then proceed in creating and submitting fiscal reports without match for costs incurred beginning October 1, 2021.

15. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	208,005.00	208,005.00
Total:	208,005.00	208,005.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	58,693.00	58,693.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	14,412.00	14,412.00
SUPPLIES & OPERATING EXPENSES	2,400.00	2,400.00
CONSULTANTS	132,500.00	132,500.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	208,005.00	208,005.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	208,005.00	208,005.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	208,005.00	208,005.00

15. BUDGET DETAILS**A. AGENCY BUDGETS****Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department****YEAR 1****PERSONNEL****Justification:** Funding will be used to pay Overtime for the Houma Police Department to a Group of crime victims advocates

Position:	Group of Crime Victim Advocates				COST
Name:	TPCG-Houma Police Department				
	# Budgeted Hours / Week	# Weeks	Hourly Pay Rate		
	21.054	x 52	x 53.61		58,693.00
	Standard working hours per week:	21.054 hrs.	% Budgeted Hours:	100	

Personnel - Year 1 Total: 58,693.00**EQUIPMENT**

Justification: The reason the purchase of a DNA refrigerator is because we have learned that some of the rural parishes do not have funding to purchase the proper DNA refrigerator to store their sexual assault kits. This purchase will be able to make sure that one of the rural parishes are able to providing the proper DNA refrigerator storage for sexual assault kits while improving serves for victims within their parish.

Item:	DNA Refrigerator			COST
	Total Unit Cost per item	Quantity	% Applied to Grant	
	3,603.00	x 4	x 100.00	14,412.00

Equipment - Year 1 Total: 14,412.00**SUPPLIES & OPERATING EXPENSES**

Justification: The reason for the purchasing of the sexual assault kits are because some of the rural parishes do not have funding to purchase sexual assault kits for their victims. Also by having one universal sexual assault kit for all parishes. It makes it easier for our local SANE nurses to carry one sexual assault kit instead of six different sexual assault kits when we are providing the serves within their parish for their victims.

Supply Item:	Sexual Assault Kits			COST
	Unit Cost Per Item	Quantity	% Applied To Grant	
	24.00	100.00	100.00	2,400.00

Supplies & Operating Expenses - Year 1 Total: 2,400.00

15. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

CONSULTANTS - CONSULTANT**Justification:** Funding will be used to pay Overtime for the Assumption Sheriff Office and Thibodaux PD to a Group of crime victims advocates at their office.

The Haven will pay for advocates, SART Coordinator and SANE nurses stand by time

			<u>COST</u>
Name / Position: Service Provided:	Group of Advocates		
	The Haven	Cost per 30.00 per Hour	Duration x 3816.6666 Hour(s) 114,500.00
Name / Position: Service Provided:	Group of Crime Victim Advocates		
	Assumption Parish Sheriff Office	Cost per 53.61 per Hour	Duration x 335.758254 Hour(s) 18,000.00

Consultants - Consultant - Year 1 Total: 132,500.00**YEAR 1 TOTAL: 208,005.00**

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
APRIL 30, 2022 - MONTH LAST CLOSED

6/02/22

ACCT: 216-215-8112-02

LCLE

VICTIMS ASSISTANCE

OVERTIME PAY-2ND GRANT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	133,261	88,101.99	0	45,159
2022	44,234	33,500.83	0	10,733
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	125,000	40,131.03	N/A	84,869
2018	59,869	59,897.27	N/A	28-
2019	100,000	99,144.19	N/A	856
2020	120,537	53,596.04	N/A	66,941

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 216-215-8349-01

LCLE

VICTIMS ASSISTANCE

OTHER FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	326,955	248,118.00	0	78,837
2022	168,873	45,999.00	29,999	92,875
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	77,270	78,193.00	N/A	923-
2020	179,463	67,508.00	N/A	111,955

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 216-215-8915-06

LCLE

VICTIMS ASSISTANCE

MACHINERY & EQUIPMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	5,765	.00	0	5,765
2022	7,206	.00	14,412	7,206-
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	36,353	32,899.84	N/A	3,453
2019	0	.00	N/A	0
2020	0	.00	N/A	0

ENTER = CONTINUE

ACCOUNT EXCEEDS BUDGET AMOUNT

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 204-211-8172-15

PUBLIC SAFETY FUND

POLICE

CRIME VICTIMS ASSISTANCE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	66,320-	88,101.99-	0	21,782
2022	44,234-	33,500.83-	0	10,733-
CLOSED:				
2015	0	11,273.15-	N/A	11,273
2016	43,244-	20,793.86-	N/A	22,450-
2017	146,622-	62,584.88-	N/A	84,037-
2018	59,869-	77,774.57-	N/A	17,906
2019	125,000-	123,926.73-	N/A	1,073-
2020	120,537-	39,110.87-	N/A	81,426-

ENTER = CONTINUE

ACCOUNT EXCEEDS BUDGET AMOUNT

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Terrebonne Parish Consolidated Government
LCLE
Multi-Task Force
Budget Amendment
5/25/2022

	Current	Adjustment	Final
216-217-8112-01 Overtime Pay	13,023	(13,023)	-
216-217-8225-01 Operating Supplies	-	483	483
216-217-8915-06 Machinery & Equipment	15,024	12,540	27,564
204-211-8172-17 Multi-Task Grants	(952,747) ^(1,007,747)	13,023	(939,724) ^(989,724)
204-000-911-00 Fund Balance		(13,023)	

A grant modification was done to move funding from personnel to equipment.

Grant funding provides for joint policing efforts between Houma Police Department and Assumption Parish Sheriff's Office relating to substance abuse criminal activities.

There is a 17% cash match requirement for this grant. The total grant award is for \$22,169, but only \$18,474 will be reimbursed by LCLE.

21333

Section II



Louisiana Commission on Law Enforcement and Administration of Criminal Justice


[?](#) **Logoff**

Back Button will not take you back pages, instead use the application menus and controls.

[Main Menu](#) |
 [User Management](#) |
 [Funding Announcement](#) |
 [Project Management](#) |
 [Work Manager](#)

[Project](#)
[Monitoring](#)
[Audit](#)
[Fiscal Details](#)
[Reporting Requirements](#)

Grant ID: 6210

Project Title: Multi Jurisdictional Task Force

Status: Open - Awarded **Fund Announcement:** [FY 2019 BJAG \(June 2021\)](#)

PROJECT SUMMARY

[CLICK HERE](#) To enter/update/view a Program, Fiscal, or Inventory Report for this grant ([Monitoring](#) menu item).

[CLICK HERE](#) To view any Audit Information for this grant ([Audit](#) menu item).

[CLICK HERE](#) To view the current financial information for this grant such as payments and funding sources ([Fiscal Details](#) menu item).

[CLICK HERE](#) To view the reporting requirements for this grant such as when fiscal reports are due ([Reporting Requirements](#) menu item).

Select the document link to access the details (i.e. Budget, Main Summary, Contract report...).

Phase	Documents	Start - End Dates	Status
6210 :	Create Project Modification Request (PMR)		
	Modifications 1	7/1/2021 - 6/30/2022	Open - Awarded
	Application	7/1/2021 - 6/30/2022	Open - Awarded

[View Issues/Comments](#)

Please send technical comments and problems to [LCLE EGRANTS Support](#).

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v3.4.1008.44 / fv1.5.136.9 / elv4.1.3.0

LOUISIANA COMMISSION ON LAW ENFORCEMENT

PROJECT MODIFICATION REQUEST

1. Subgrant Number: 2019-DJ-01-6210		2. Amendment Number: 1	
3. Subgrantee: Terrebonne Parish Consolidated Government - Houma Police Department		4. Created Date: 5/2/2022	
5. Parish: Terrebonne		6. Award Date: 12/7/2021	
7. Project Title: Multi Jurisdictional Task Force		9. Modified Project Period: From: 7/1/2021 To: 6/30/2022	
8. Approved Project Period: From: 7/1/2021 To: 6/30/2022			
10. Total Approved Budget by		b. Requested Subgrant Budget	
FUND SOURCE:		c. Net Change Plus (minus) Dollar Amounts	
Federal	18,474.00	18,474.00	0.00
State	0.00	0.00	0.00
Project Income	0.00	0.00	0.00
Interest	0.00	0.00	0.00
State Match	0.00	0.00	0.00
Cash Match (New Approp.)	3,695.00	3,695.00	0.00
In-Kind Match	0.00	0.00	0.00
Project Income Match	0.00	0.00	0.00
TOTAL	22,169.00	22,169.00	0.00
11. Budgetary Information		b. Requested Subgrant Budget	
a. Current Subgrant Budget		c. Net Change Plus (minus) Dollar Amounts	
Personnel	22,169.00	6,568.00	(15,601.00)
Employee Benefits	0.00	0.00	0.00
Travel (Including Training)	0.00	0.00	0.00
Equipment	0.00	15,601.00	15,601.00
Supplies & Operating Expenses	0.00	0.00	0.00
Consultants	0.00	0.00	0.00
Construction	0.00	0.00	0.00
Other	0.00	0.00	0.00
TOTAL	22,169.00	22,169.00	0.00

12. Signatures:

Jordan Kelly 5/23/22
 Financial Officer: Mrs. Jordan Kelly Date

Bobbie O'Bryan 5-23-22
 Project Director: Captain Bobbie O'Bryan Date

FOR LCLE USE ONLY

Recommendation:

Grants Section	Date	Program Manager	Date
Recommendation:			
Grants Management Per			
Approved			
Disapproved			
Section Manager		Date	

SUBGRANT: 6210 Amendment Number: 1 Short Title: Multi Jurisdictional Task Force

LOUISIANA COMMISSION ON LAW ENFORCEMENT
SIGNATURE PAGE TO SUBGRANT AMENDMENT
SUBGRANTEE Terrebonne Parish Consolidated Government - Houma Police Department
SUBGRANT# 2019-DJ-01-6210
AMENDMENT# 1

13. This AMENDMENT to the existing Subgrant Agreement which was entered into by the Louisiana Commission on Law Enforcement and the above-referenced Subgrantee will serve to revise and be a supplement to said Subgrant Agreement.

WHEREAS, the Subgrantee has submitted the attached Project Modification Request which explains and justifies the requested amendments.

NOW THEREFORE, in consideration of the promises herein contained in the Project Modification Request and with the intent to be legally bound, the parties agree to the amendments.

All other terms and conditions of the original Subgrant Agreement and prior amendments will remain in full force and effect throughout the duration of the Subgrant Agreement.

5-23-22

DATE

Terrebonne Parish Consolidated Government - Houma Police Department
NAME OF SUBGRANTEE

SIGNATURE OF AUTHORIZED OFFICIAL

Mike Toups

Parish Manager

Authorized Designee

TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

LCLE USE ONLY

In response to this Project Modification Request, LCLE funds are hereby obligated for the project described by the subgrantee in the approved application and the Project Modification Request, subject to subgrantee acceptance.

EXECUTIVE DIRECTOR

DATE

Louisiana Commission on Law Enforcement

14. Explanation or Justification of Requested Modification:

Due to all the issues with Hurricane IDA and the displacement and recovery of our agency. I am requesting a line item adjustment to be able to exhausting all the grant funding with equipment and supplies which still will have a focus on "Smart Suite" Task Force which is a crime-fighting program, of Smart Policing. The equipment and supplies will assist our agency as a whole with the recent increase of violent crimes and shootings to be able to provide better information to the DA's Office in assisting with prosecution in getting those individuals that are committing these types of crimes off the streets and incarcerated while improving public safety.

15. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	22,169.00	22,169.00
Total:	22,169.00	22,169.00

Recipient Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	6,568.00	6,568.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	15,601.00	15,601.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	22,169.00	22,169.00

Applicant Agency: Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	18,474.00	18,474.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	3,695.00	3,695.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	22,169.00	22,169.00

15. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

YEAR 1**PERSONNEL****Justification:** HPD officers and APSO deputies will work SMART policing and SMART supervision objectives and goals

Position:	Deputies					COST
Name:	Pool of 4 deputies					

# Budgeted Hours / Week	2.487	# Weeks	x 52	Hourly Pay Rate	x 50.79	6,568.00
Standard working hours per week: 2.487 hrs.				% Budgeted Hours:	100	

Personnel - Year 1 Total: 6,568.00**EQUIPMENT**

Justification: Due to all the issues with Hurricane IDA and the displacement and recovery of our agency, I am requesting a line item adjustment to be able to exhausting all the grant funding with equipment and supplies which still will have a focus on "Smart Suite" Task Force which is a crime-fighting program, of Smart Policing. The equipment and supplies will assist our agency as a whole with the recent increase of violent crimes and shootings to be able to provide better information to the DA's Office in assisting with prosecution in getting those individuals that are committing these types of crimes off the streets and incarcerated while improving public safety.

Item:	Round Magnifier Light				COST
	Total Unit Cost per item	162.74	Quantity	x 1	163.00
			% Applied to Grant	x 100.00	

Item:	Rectangular Magnifier light				
	Total Unit Cost per item	319.75	Quantity	x 1	320.00
			% Applied to Grant	x 100.00	

Item:	Cordless Combination Kit				
	Total Unit Cost per item	1,156.67	Quantity	x 1	1,157.00
			% Applied to Grant	x 100.00	

Item:	Evidence Drying Cabinet				
	Total Unit Cost per item	7,920.50	Quantity	x 1	7,921.00
			% Applied to Grant	x 100.00	

15. BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

Item:	Covert Pole Camera				
	Total Unit Cost per item	Quantity	% Applied to Grant		
	6,040.00	x 1	x 100.00		6,040.00

Equipment - Year 1 Total: 15,601.00

YEAR 1 TOTAL: 22,169.00

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 216-217-8112-01

LCLE

TASK FORCE & COPS GRANT

OVERTIME PAY

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	0	.00	0	0
2022	13,023	.00	0	13,023
CLOSED:				
2015	22,289	22,703.34	N/A	414-
2016	13,750	13,761.96	N/A	12-
2017	10,667	10,694.17	N/A	27-
2018	0	.00	N/A	0
2019	12,333	12,368.68	N/A	36-
2020	11,333	11,333.00	N/A	0

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
APRIL 30, 2022 - MONTH LAST CLOSED

6/02/22

ACCT: 216-217-8915-06

LCLE

TASK FORCE & COPS GRANT
MACHINERY & EQUIPMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	0	.00	0	0
2022	15,024	.00	15,117	93-
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCOUNT EXCEEDS BUDGET AMOUNT

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

6/02/22

APRIL 30, 2022 - MONTH LAST CLOSED

ACCT: 204-211-8172-17

PUBLIC SAFETY FUND

POLICE

UNIV HIRING/MULTI TASK GRANTS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	0	.00	0	0
2022	1,002,747-	.00	0	1,002,747-
CLOSED:				
2015	0	22,703.34-	N/A	22,703
2016	0	13,761.96-	N/A	13,762
2017	10,667-	10,694.17-	N/A	27
2018	0	.00	N/A	0
2019	12,333-	12,368.68-	N/A	36
2020	11,333-	11,333.00-	N/A	0

ENTER = CONTINUE

ACCOUNT EXCEEDS BUDGET AMOUNT

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL