
TERREBONNE PARISH COUNCIL

BUDGET AND FINANCE COMMITTEE

Mr. Dirk J. Guidry	Chairman
Mr. Carl Harding	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Gerald Michel	Member
Mr. John Amedee	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 Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

September 25, 2023
5:40 PM

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

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

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Concurring with Parish Administration to amend Resolution No. 23-173 to reflect change in the vendor for the provision of services for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations, to Security Solutions of America.
- 2. RESOLUTION:** Concurring with Parish Administration to award the Request for Bids (RFBS) received for Ida Bridge Tender House Repairs due to damages from Hurricane Ida to HMSE, LLC and authorizing the Parish President to execute the contract and to provide for related matters.

3. **RESOLUTION:** Concurring with Parish Administration to award the Request for Bids (RFBS) received for Bayou Country Sports Park (BCSP) Soccer Expansion Fencing to Blouin Fence and Shutter Inc. and authorizing the Parish President to execute the contract and to provide for related matters.
4. **RESOLUTION:** Concurring with Parish Administration to award the Request for Bids (RFBS) received for the Gibson Branch Library repairs due to damages from Hurricane Ida to Freetown Builders, LLC and authorizing the Parish President to execute the contract and to provide for related matters.
5. **RESOLUTION:** Authorizing the Parish President to enter into an Intergovernmental Agreement with the Houma City Court for the purpose of providing office space/facilities to conduct business of Houma City Court.
6. **RESOLUTION:** Concurring with Parish Administration for the State Contract Purchase of One (1) Ford F-350 truck for the Housing & Human Services Department from Lamarque Crescent City Ford.
7. **RESOLUTION:** Concurring with Parish Administration to award Bid #15-S/P-58(J) Re-Bid Surplus Sale of Adjudicated Property located at 4736 N. Bayou Black Dr. (100%) to Jody Billiot.
8. **RESOLUTION:** Concurring with Parish Administration to award Bid #20-S/P-59 Re-Bid Surplus Sale of Adjudicated Property located at 302 Jackson St. (100%) to Jerne' Theriot.
9. **RESOLUTION:** Concurring with Parish Administration to award Bid #21-S/P-38 Re-Bid Surplus Sale of Adjudicated Property located at 105-A Odesser St. (100%) to Regina Winslow.
10. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-17 Re-Bid Surplus Sale of Adjudicated Property located at 6920 Driftwood Dr. (7.478%) to Julie Pitre.
11. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-64 Re-Bid Surplus Sale of Adjudicated Property located at 404 Jerry Ann St. (100%) to Kevin Neil.
12. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-77 Re-Bid Surplus Sale of Adjudicated Property located at 953 Hwy 55. (100%) to Julie Pitre.
13. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-89 Re-Bid Surplus Sale of Adjudicated Property located at 1610 Hwy 20. (100%) to Brandon Bienvenu.
14. **RESOLUTION:** Concurring with Parish Administration to award Bid #22-S/P-90 Re-Bid Surplus Sale of Adjudicated Property located at 296 Brooklyn Ave. (100%) to Derrick Williams.
15. **RESOLUTION:** Authorizing the Parish President to execute an Intergovernmental Agreement on behalf of Terrebonne Parish Consolidated Government with the Houma-Terrebonne Airport Commission to facilitate HTAC with its goal to become a Part 139 Airport under Title 14 of the Code of Federal Regulations.
16. Introduce an ordinance to amend the 2023 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. Whitney Bank, \$4,333,074
 - II. Capital Projects Control Fund, \$750,000
 - III. American Rescue Plan-Demolition Program, \$1,000,000
 - IV. Houma Police Department, \$500
 - V. Bayou Country Sports Park, \$2,000,000
 - VI. Bayou Terrebonne Miter Gate, \$165,000
 - VII. Housing & Human Service, \$5,000
 - VIII. Community Development Block Grant, \$275,000and call a public hearing on said matter on Wednesday, October 11, 2023 at 6:30 p.m.
17. Introduce an ordinance to authorize the Parish President to use funds already in TPCG possession to purchase Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank and call a public hearing on said matter on Wednesday, October 11, 2023, at 6:30 p.m.
18. Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Anthony J. Alford Insurance Corporation to serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental, and Pharmacy Benefits commencing on January 1, 2024, and effective through December 31, 2024, with the option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.
19. Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code

of Ordinances to authorize the appointment of The Ledet Corporation D/B/A Ledet Insurance to serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen's Policy commencing on April 1, 2024 through March 31, 2025, and Boiler and Machinery Coverage commencing on March 1, 2024 through February 28, 2025, with the option to renew for two subsequent one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.

- 20.** Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Casualty Insurance Coverage commencing on April 1, 2024 through March 31, 2025, with option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.
- 21.** Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Property Insurance Coverage commencing on March 1, 2024 through February 28, 2025, with option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.
- 22.** Adjourn

Category Number:
Item Number:



Monday, September 25, 2023

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, September 25, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, September 25, 2023

Item Title:

RESOLUTION: A resolution to amend resolution 23-173 to reflect change in the vendor for the provision of services for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations, to Security Solutions of America

Item Summary:

RESOLUTION: Concurring with Parish Administration to amend Resolution No. 23-173 to reflect change in the vendor for the provision of services for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations, to Security Solutions of America.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/13/2023	Executive Summary
Resolution	9/13/2023	Resolution
Support Material	9/13/2023	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
A resolution to amend resolution 23-173 to reflect change in the vendor for the provision of services for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations, to Security Solutions of America

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the resolution due to the mutual agreement between TPCG and Vets securing America to terminate the current contract and allow for TPCG to contract with Security Solutions of America

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To provide uniformed, unarmed guard service to protect TPCG personnel and property from thieves, vandals, and other offenders

TOTAL EXPENDITURE				
\$23.35 per hour regular time & \$30.03 per hour overtime				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<input checked="" type="radio"/> ACTUAL		<input type="radio"/> ESTIMATED		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
<input checked="" type="radio"/> N/A	<input type="radio"/> NO	<input type="radio"/> YES	<input type="radio"/> IF YES, AMOUNT BUDGETED:	<input type="radio"/> Budgeted per using Department/ Division

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<input checked="" type="radio"/> PARISH WIDE	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	<input type="radio"/> 8	<input type="radio"/> 9

Sharon Ellis

Sharon Ellis, Purchasing/Warehouse Manager

9-13-2023

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A resolution to amend resolution 23-173 to reflect change in the vendor for the provision of services for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations, to Security Solutions of America

WHEREAS, on April 5, 2023, the Terrebonne Parish Consolidated Government received proposals for security guard services for various Parish owned properties, and

WHEREAS, after careful evaluation by the Purchasing Division and Captain Bobbie O'Bryan, Houma Police Department, it was determined that the TPCG would contract with Vets Securing America to provide guard services for various Parish owned locations, and

WHEREAS, upon mutual agreement between Vets Securing America and TPCG, the current contract associated with RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations will be terminated, and

WHEREAS, Security Solutions of America, the second highest scoring vendor of the RFP, has agreed to provide the guard services at the prices submitted in their proposal as per attached documents, and

WHEREAS, the term of this agreement shall be effective from the date of execution of the contract and/or upon mutual agreement by both parties and will be effective for one (1) year and shall be subject to two (2) additional one (1) year options provided there is no change in the terms, conditions, specifications, and pricing structure. Such extension may be granted if Contractor has adequately performed services during the initial term, and

WHEREAS, the Parish Administration concurs with the recommendation that resolution 23-173 be amended to allow the TPCG to contract with Security Solutions of America for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the request be granted for the amendment of resolution 23-173, as per attached documents

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of

_____ 2023.

OFFERED BY: MR. B. PLEDGER
SECONDED BY: MR. J. AMEDÉE

RESOLUTION NO. 23-173

A resolution authorizing the Terrebonne Parish Consolidated Government (TPCG) to contract with Vets Securing America for RFP 22-GUARD-31 (Re-Ad) Security Guard Services for Various Parish Owned Locations

WHEREAS, on April 5, 2023, the Terrebonne Parish Consolidated Government received proposals for security guard services for various Parish owned properties, and

WHEREAS, after careful evaluation by the Purchasing Division and Captain Bobbie O'Bryan, Houma Police Department, it has been determined that the proposal of Vets Securing America proved to be the most advantageous to TPCG and the contract should be awarded, and

WHEREAS, The term of this agreement shall be effective from the date of the Notice of Award, or the date noted therein and will be effective for one (1) year and shall be subject to two (2) additional one (1) year options provided there is no change in the terms, conditions, specifications, and pricing structure. Such extension may be granted if Contractor has adequately performed services during the initial term, and

WHEREAS, the Parish Administration has concurred with the recommendation that the contract for the above-mentioned proposal should be awarded to Vets Securing America.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be accepted and hereby authorized to contract with Vets Securing America for security guard services as per attached documents.

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

THERE WAS RECORDED:

YEAS: S. Trosclair, B. Pledger, C. Harding, G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, and D. J. Guidry.

NAYS: None.

NOT VOTING: None.

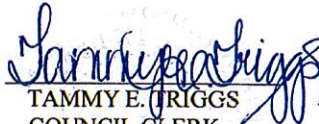
ABSTAINING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this the 8th day of May 2023.

I, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on May 10th, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 11TH DAY OF MAY 2023.


TAMMY E. TRIGGS
COUNCIL CLERK



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Email: kristin.bauer@ss-oa.com

August 29, 2023

Kristin Brennan, Regional Vice President
Security Solutions of America
4317 Williams Blvd
Kenner, LA70065

RE: RFP #22-GUARD-31 (Re-ad) Security Guard Service for Various Parish Owned Locations

Dear Ms. Brennan:

The above subject proposal was originally awarded to Vets Securing America but by mutual agreement between the vendor and TPCG that contract will be terminated. Upon evaluation "SSOA" received the next highest score from the evaluation committee.

At this time, Terrebonne Parish Consolidated Government is asking will you consider the proposal submitted by "SSOA" as still valid? If you agree or not to this request, please send me a response in writing.

If there are questions concerning this request, please contact me at (985) 873-6821.

Sincerely,

A handwritten signature in blue ink that reads "Sharon Ellis".

Sharon Ellis, Purchasing/Warehouse Manager
Terrebonne Parish Consolidated Government

CC: • Parish Administration
Kandace Mauldin, Chief Financial Officer
Travis Theriot, Chief of Houma Police
Bobbie O'Byran, Captain of HPD
• Council Reading File
Purchasing In-house File

Gina Bergeron

From: Sharon Ellis
Sent: Monday, September 11, 2023 11:38 AM
To: Gina Bergeron
Subject: FW: Terrebonne Parish Security Guard Service

From: Sharon Ellis
Sent: Tuesday, August 29, 2023 1:56 PM
To: Kristin Bauer <kristin.bauer@ss-oa.com>
Subject: RE: Terrebonne Parish Security Guard Service

Kristin,

Thank you for your response. I will get back in touch with you once I hear back from Administration.

Have a great day!

Sharon Ellis
Purchasing/Warehouse Manager
Terrebonne Parish Consolidated Government
301 Plant Road, Houma LA 70363
985 873 6821

From: Kristin Bauer <kristin.bauer@ss-oa.com>
Sent: Tuesday, August 29, 2023 10:24 AM
To: Sharon Ellis <sellis@tpcg.org>
Subject: Re: Terrebonne Parish Security Guard Service
Importance: High

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Good morning! Yes we are interested. Would you have time for a call today with our operations manager JC Smith to review?

Could you send over contract information for review?

Thank you! Kristin

Kristin Brennan

Regional Vice President

Email: Kristin.Bauer@ss-oa.com

Work Phone: (504) 516-2878

Work Cell: (504) 401-0214

Website: www.SS-OA.com



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From: Sharon Ellis <sellis@tpcg.org>

Sent: Tuesday, August 29, 2023 8:32 AM

To: Kristin Bauer <kristin.bauer@ss-oa.com>

Subject: Terrebonne Parish Security Guard Service

Ms. Brennan,

Please see the attached letter concerning the above subject matter. Please contact me if you have any questions.

Thank you,

Sharon Ellis

Purchasing/Warehouse Manager

Terrebonne Parish Consolidated Government

301 Plant Road, Houma LA 70363

985 873 6821

Official Price Proposal Form

Main Courthouse, Courthouse Annex and Government Tower

Item	Service Locations	Estimated Quantity	Proposed Price
1.	Guard Service: Floater at Courthouse/Annex (Section 4.1)	Estimated 40.00 hours weekly	Price per hour \$ <u>23.35</u>
2.	Guard Service: Main Courthouse (Clerk of Court Entrance) (Section 4.1) 7856 Main Street Houma, LA 70360	Estimated 80.00 hours weekly	Price per hour \$ <u>23.35</u>
3.	Guard Service: Courthouse Annex (Verret and Church Street Entrance) (Section 4.2) 7856 Main Street Houma, LA 70360	Estimated 80.00 hours weekly	Price per hour \$ <u>23.35</u>
4.	Guard Service: TPCG Government Tower (Section 4.3) 8026 Main Street Houma, LA 70360	Estimated 120.00 hours weekly	Price per \$ <u>23.35</u>
5.	Over Time (OT) Rate: Guard(s) at TPCG Locations (as needed)	1.00 hour (for pricing purposes)	Price per hour \$ <u>35.03</u>
6.	Over Time Holiday Rate: Guard(s) at TPCG Locations (as needed)	1.00 hour (for pricing purposes)	Price per hour \$ <u>35.03</u>

Location

Terrebonne Parish Health Unit

Guard Service: Terrebonne Parish Health Unit 600 Polk Street Houma, LA 70360 (Section 4.4)	Estimated 40 hours weekly	Price per hour \$ <u>23.35</u>
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Monday, September 25, 2023

Item Title:

RESOLUTION, to award the Request for Bids (RFBS) received for Ida Bridge Tender House Repairs due to damages from Hurricane Ida to HMSE, LLC.

Item Summary:

RESOLUTION: Concurring with Parish Administration to award the Request for Bids (RFBS) received for Ida Bridge Tender House Repairs due to damages from Hurricane Ida to HMSE, LLC and authorizing the Parish President to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Recommendation	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for the Ida Bridge Tender House repairs due to damages from Hurricane Ida to HMSE, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to HMSE LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Repairs to Ida Bridge Tender House repairs due to damages from Hurricane Ida.

TOTAL EXPENDITURE

\$95,818.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis

Sharon Ellis, Purchasing/Warehouse Manager

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 23-

RESOLUTION, to award the Request for Bids (RFBS) received for Ida Bridge Tender House Repairs due to damages from Hurricane Ida to HMSE, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBs were received on September 12, 2023, for the Ida Bridge Tender House Repairs due to damages from Hurricane Ida, and

WHEREAS, based on the information provided by GIS Engineering, LLC (engineers assigned to this project) recommends awarding the bid to HMSE, LLC for a total bid amount of **\$95,818.00**, and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the RFB to GIS Engineering, LLC for the Ida Bridge Tender House Repairs due to damages from Hurricane Ida, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for the Ida Bridge Tender House Repairs due to Hurricane Ida to HMSE, LLC and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:



September 13, 2023

Terrebonne Parish Consolidated Government
301 Plant Road
Houma, Louisiana 70363

Attention: Ms. Sharon Ellis – Purchasing Manager**Subject: Bid Evaluation & Award Recommendation****Reference: Ida Bridge Tender House Repairs
GIS Project No. 39130-1416**

Ms. Ellis:

GIS Engineering, LLC. has reviewed the bids received on September 12, 2023 for the above referenced project. This letter addresses our findings and recommendations. The bid results are listed below:

			Bid Amount	
	Company Name	License No.	Base Bid	Total
1	HMSE, LLC	73982	\$95,818.00	\$95,818.00
2	Triplehorn Industrial, LLC	73638	\$133,330.82	\$133,330.82
3	Onshore Construction Co., LLC	60129	\$ 259,200.25	\$ 259,200.25

Enclosed herewith is the “Bid Evaluation Summary” containing the evaluation results of the bids received and the “Bid Tabulation Summary” outlining each of the the dollar amounts of the bids.

RECOMMENDATION:

Based on our evaluation, and contingent upon concurrence by the Terrebonne Parish Consolidated Government and its legal counsel, GIS Engineering, LLC recommends award of the Ida Bridge Tender House Repairs Contract to the responsive low bidder, **HMSE, LLC** for the base bid in the amount of **Ninety Five Thousand, Eight Hundred Eighteen Dollars and no cents (\$95,818.00).**

If you have any questions or require any additional information, please contact me at (985) 219-1000.

Sincerely,

Bill Blanchard

Sr. Project Manager
Coastal Design and Infrastructure
GIS Engineering, LLC

Enclosures

Cc: Chris Jeanice – GIS
Joe Chauvin – GIS
Austin Bradshaw – GIS
Terry Lopez – Royal/Del Sol
Chad Albert – Royal/Del Sol

GIS Global Headquarters | 18838 Highway 3235 | Galliano, LA 70354 | P: (985) 475-5238 | F: (985) 475-7014



Terrebonne Parish Consolidated Government

Ida Bridge Tender House Repairs
TPCG Project No. 23-BRIDA-44
Terrebonne Parish, LA



Bid Tabulation

Ref No.	Description	Qty.	UOM	Engineer's Estimate		HMSE, LLC		Triplehorn Industrial, LLC		Onshore Construction Co. LLC	
				Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.
BTH-01	Mobilization and Demobilization (Bobtown)	1	Lump Sum	\$ 3,600.00	\$ 3,600.00	\$ 6,000.00	\$ 6,000.00	\$ 4,827.05	\$ 4,827.05	\$ 2,500.00	\$ 2,500.00
BTH-02a	Removal of Damaged Tender House Building	1	Lump Sum	\$ 2,070.00	\$ 2,070.00	\$ 6,700.00	\$ 6,700.00	\$ 7,743.29	\$ 7,743.29	\$ 4,500.00	\$ 4,500.00
BTH-02b	Tender House Building with Windows (12' x 16')	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 37,745.22	\$ 37,745.22	\$ 35,292.00	\$ 35,292.00
BTH-03	Wall AC Unit Installation	1	Lump Sum	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 864.15	\$ 864.15	\$ 7,500.00	\$ 7,500.00
BTH-04	Basic Plumbing Installation	1	Lump Sum	\$ 3,600.00	\$ 3,600.00	\$ 3,000.00	\$ 3,000.00	\$ 7,806.80	\$ 7,806.80	\$ 4,500.00	\$ 4,500.00
BTH-05	Electrical Work	1	Lump Sum	\$ 2,400.00	\$ 2,400.00	\$ 3,300.00	\$ 3,300.00	\$ 10,854.91	\$ 10,854.91	\$ 9,900.00	\$ 9,900.00
BTH-06	Replace Walkway Asphalt Overlay	60	Square Foot	\$ 7.20	\$ 432.00	\$ 10.00	\$ 600.00	\$ 21.48	\$ 1,288.80	\$ 9.00	\$ 540.00
TTH-01	Mobilization and Demobilization (Theriot)	1	Lump Sum	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 725.00	\$ 725.00	\$ 4,494.25	\$ 4,494.25
TTH-02	Remove and Replace Front Door with Window	1	Each	\$ 600.00	\$ 600.00	\$ 2,250.00	\$ 2,250.00	\$ 1,501.66	\$ 1,501.66	\$ 4,709.25	\$ 4,709.25
BDT-01	Mobilization and Demobilization (Bayouside)	1	Lump Sum	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 3,625.00	\$ 3,625.00	\$ 6,765.00	\$ 6,765.00
BDT-02	Chain Link Fencing Repairs	1	Lump Sum	\$ 163.20	\$ 163.20	\$ 1,500.00	\$ 1,500.00	\$ 3,183.40	\$ 3,183.40	\$ 2,320.50	\$ 2,320.50
BDT-03	Concrete Repair	1	Lump Sum	\$ 480.00	\$ 480.00	\$ 1,700.00	\$ 1,700.00	\$ 4,205.00	\$ 4,205.00	\$ 4,778.00	\$ 4,778.00
STH-01	Mobilization and Demobilization (Smithridge)	1	Lump Sum	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 2,175.00	\$ 2,175.00	\$ 10,268.00	\$ 10,268.00
STH-02	Remove and Replace Roof Panels (26 gauge)	40	Square Foot	\$ 18.00	\$ 720.00	\$ 21.75	\$ 870.00	\$ 41.24	\$ 1,649.60	\$ 190.00	\$ 7,600.00
KTH-01	Mobilization and Demobilization (Klondyke)	1	Lump Sum	\$ 1,800.00	\$ 1,800.00	\$ 100.00	\$ 100.00	\$ 4,827.05	\$ 4,827.05	\$ 34,832.00	\$ 34,832.00
KTH-02	Remove and Replace Windows (4' x 3')	6	Each	\$ 840.00	\$ 5,040.00	\$ 1,250.00	\$ 7,500.00	\$ 842.23	\$ 5,053.38	\$ 1,136.00	\$ 6,816.00
KTH-03	Remove, Replace, and Paint Plywood Ceiling	320	Square Foot	\$ 14.40	\$ 4,608.00	\$ 10.00	\$ 3,200.00	\$ 10.25	\$ 3,280.00	\$ 44.00	\$ 14,080.00
KTH-04	Remove and Replace Ceiling Insulation	320	Square Foot	\$ 8.40	\$ 2,688.00	\$ 5.00	\$ 1,600.00	\$ 3.75	\$ 1,200.00	\$ 2.75	\$ 880.00
KTH-05	Remove, Replace, and Repaint Wall Panels	40	Square Foot	\$ 14.40	\$ 576.00	\$ 10.00	\$ 400.00	\$ 10.25	\$ 410.00	\$ 125.00	\$ 5,000.00
KTH-06	Remove and Replace Roof Panels (26 gauge)	320	Square Foot	\$ 18.00	\$ 5,760.00	\$ 5.00	\$ 1,600.00	\$ 28.32	\$ 9,062.40	\$ 56.00	\$ 17,920.00
CTH-01	Mobilization and Demobilization (Chauvin)	1	Lump Sum	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 4,827.05	\$ 4,827.05	\$ 22,986.00	\$ 22,986.00
CTH-02	Remove and Replace Window (3' x 2')	1	Each	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 678.47	\$ 678.47	\$ 3,311.00	\$ 3,311.00
CTH-03	Remove, Replace, and Paint Plywood Ceiling	150	Square Foot	\$ 14.40	\$ 2,160.00	\$ 10.00	\$ 1,500.00	\$ 10.25	\$ 1,537.50	\$ 78.00	\$ 11,700.00
CTH-04	Remove and Replace Ceiling Insulation	150	Square Foot	\$ 10.40	\$ 1,560.00	\$ 5.00	\$ 750.00	\$ 3.75	\$ 562.50	\$ 2.75	\$ 412.50
CTH-05	Remove and Replace Colored Asphalt Walkway Overlay	110	Square Foot	\$ 9.20	\$ 1,012.00	\$ 10.00	\$ 1,100.00	\$ 11.72	\$ 1,289.20	\$ 13.00	\$ 1,430.00
CTH-06	Remove and Replace Walkway Boards (2" x 10")	35	Linear Foot	\$ 18.00	\$ 630.00	\$ 10.00	\$ 350.00	\$ 18.40	\$ 644.00	\$ 36.25	\$ 1,268.75
CTH-07	Remove and Replace Roof Panels (26 gauge)	150	Square Foot	\$ 18.00	\$ 2,700.00	\$ 10.00	\$ 1,500.00	\$ 28.90	\$ 4,335.00	\$ 66.00	\$ 9,900.00
FTH-01	Mobilization and Demobilization (Foret)	1	Lump Sum	\$ 600.00	\$ 600.00	\$ 100.00	\$ 100.00	\$ 4,827.05	\$ 4,827.05	\$ 10,465.00	\$ 10,465.00
FTH-02	Remove and Replace Vinyl Wall Siding	8	Linear Foot	\$ 9.60	\$ 76.80	\$ 75.00	\$ 600.00	\$ 34.24	\$ 273.92	\$ 475.00	\$ 3,800.00
FTH-03	Replace Wall Siding Trim	8	Linear Foot	\$ 12.00	\$ 96.00	\$ 20.00	\$ 160.00	\$ 12.58	\$ 100.64	\$ 475.00	\$ 3,800.00
FTH-04	Remove and Replace Vinyl Soffit Panel	1	Each	\$ 48.00	\$ 48.00	\$ 100.00	\$ 100.00	\$ 160.00	\$ 160.00	\$ 1,025.00	\$ 1,025.00
FTH-05	Replace Roof Trim	19	Linear Foot	\$ 30.00	\$ 570.00	\$ 12.00	\$ 228.00	\$ 15.83	\$ 300.77	\$ 41.00	\$ 779.00
FTH-06	Remove Damaged Roof Trim	8	Linear Foot	\$ 1.25	\$ 10.00	\$ 25.00	\$ 200.00	\$ 21.71	\$ 173.69	\$ 41.00	\$ 328.00
FTH-07	Remove and Replace Asphalt Shingle Roofing	100	Square Foot	\$ 12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00	\$ 15.97	\$ 1,597.00	\$ 28.00	\$ 2,800.00
Total Base Bid:				\$	80,000.00	\$	95,808.00	\$	133,334.50	\$	259,200.25

Contractor's Unit Price x Qty does not equal Unit Price Extension provided by Contractor
Total bid amount provided on page 1 of Bid Form did not equal total of all unit price extensions.



ENGINEERING LLC

Terrebonne Parish Consolidated Government
Ida Bridge Tender House Repairs
TPCG Project No. 23-BRIDA-44
GIS Project No. 39130-1416
Bid Evaluation



		Contractor Name:	HMSE, LLC	Triplehorn Industrial	Onshore Construction Co.
		Base Bid:	\$ 95,818.00	\$ 133,330.82	\$ 259,200.25
Misc.	Delivered prior to 2:00 p.m.		y	y	y
	Proposal Sealed in an envelope including Name and Address of Bidder		y	y	y
	Envelope States:		y	y	y
	Ida Bridge Tender House Repairs TPCG Project No. 23-BRIDA-44				
License Verification	Licensed Contractor in the State of Louisiana		y	y (name changed w/SOS letter)	y
	Work Classification: Building Construction		y	y	y
	Shows License Number on the outside of the Sealed Envelope Containing Bid		y	y	y
Bid Form	Submitted on Proposal Forms provided In the Contract Documents		y	y	y
	All blank spaces on Bid Forms shall be filled in ink, or typed, in both words and figures (if word and figure disagree the word shall be binding)		y	y	y
	If any corrections are made, the alteration must be crossed out, the correct number written, and the change should be initialed		y	y	y
	Written evidence of authority of the person signing the bid for public works submitted at the time of bidding in accordance with LA R.S. 38:2212 (B) (5)		y	y	y
	Contractor's State License Number is Typed/Printed below the firm name and signature on the Bid Form		y	y	y
	Includes verification of receipt of Addenda (the numbers of which filled in on the Proposal Document Form -1 total		y	n	y
	Includes the address to which communications regarding the Bid are to be directed		y	y	y
Bid Bond	Bid Guaranty in amount of 5% of Proposal Made payable to "Terrebonne Parish Consolidated Government", in the form of a Bid Bond, Certified Check, or Cashier's Check		y	n	y
	Bid Bond signed by an authorized officer, owner or partner of the bidding firm, or an agent or attorney-in-fact		y	n	y
	Bid Bond signed by the surety's agent or attorney-in-fact		y	n	y
	Bid Bond shall be accompanied by a notarized document granting general power of attorney to the surety's signer		y	n	y
	Bid Bond shall be written by a surety or insurance company currently on the US Dept. of the Treasury Financial Management Service's list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least a A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide		y	n	y
Corporation Partnerships	Bids by corporations shall state the full legal corporate name thereof, and the corporate address and the state of incorporation		y	y	y
	Bid by partnerships must indicate the legal name of the partnership, with the official address of the partnership and state of formation of partnership		N/A	N/A	N/A
	Evidence of Corporate or Partnership Authority Included in the bid Documents		y	y	y
Specification Compliance	Contractor in compliance with all requirements of Special Provisions and Technical Specifications		y	n	n



Monday, September 25, 2023

Item Title:

RESOLUTION, to award the Request for Bids (RFBS) received for Bayou Country Sports Park (BCSP) Soccer Expansion Fencing to Blouin Fence and Shutter Inc.

Item Summary:

RESOLUTION: Concurring with Parish Administration to award the Request for Bids (RFBS) received for Bayou Country Sports Park (BCSP) Soccer Expansion Fencing to Blouin Fence and Shutter Inc. and authorizing the Parish President to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	9/19/2023	Executive Summary
Resolution	9/19/2023	Resolution
Recommendation	9/19/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for Bayou Country Sports Park (BCSP) Soccer Expansion Fencing to Blouin Fence and Shutter Inc. and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Blouin Fence and Shutter Inc.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide labor and material for the soccer expansion fencing.

TOTAL EXPENDITURE

\$88,880.00

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

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Sharon Ellis
Sharon Ellis, Purchasing/Warehouse Manager

September 19, 2023
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 23-

RESOLUTION, to award the Request for Bids (RFBS) received for Bayou Country Sports Park (BCSP) Soccer Expansion Fencing to Blouin Fence and Shutter Inc. and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBs were received on September 8, 2023, for the BCSP Soccer Expansion Fencing, and

WHEREAS, based on the information provided All South Consulting Engineers recommends awarding the bid to Blouin Fence and Shutter Inc., for a total bid amount of **\$88,880.00**, and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the RFB to Blouin Fence and Shutter Inc., for the BCSP Soccer Expansion Fencing, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for the BCSP Soccer Expansion Fencing to Blouin Fence and Shutter Inc., and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:

September 8, 2023

Dean Schouest
Houma-Terrebonne Civic Center Director
Terrebonne Parish Consolidated Government
346 Civic Center Blvd.
Houma, LA 70360

**Re: Bayou Country Sports Park – Soccer Expansion Fencing
Request for Quotes
Recommendation to Award**

Mr. Schouest,

We have reviewed the bids for the above referenced project that were received on September 8, 2023. The following are contractors who submitted bids and their bid amounts:

<u>Contractor</u>	<u>(Base Bid Price)</u>
Southern Fencing, LLC.	\$173,735.00
All Fenced Up, LLC.	\$108,326.20
Blouin Fence and Shutter Inc.	\$88,880.00

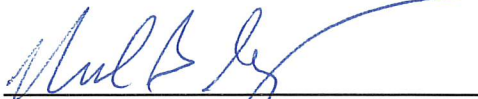
After reviewing the bids received for the above referenced project, we have found that the required documentation was properly submitted by all bidders.

All South Consulting Engineers, LLC. recommends acceptance of the base bid of \$88,880.00 from the apparent low bidder, Blouin Fence and Shutter, Inc.

If you have any questions or need any additional information, please feel free to call.

Sincerely,

All South Consulting Engineers, LLC



Michael B. Slovensky, P.E.
Engineering Supervisor



Monday, September 25, 2023

Item Title:

RESOLUTION, to award the Request for Bids (RFBS) received for the Gibson Branch Library repairs due to damages from Hurricane Ida to Freetown Builders, LLC

Item Summary:

RESOLUTION: Concurring with Parish Administration to award the Request for Bids (RFBS) received for the Gibson Branch Library repairs due to damages from Hurricane Ida to Freetown Builders, LLC and authorizing the Parish President to execute the contract and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Exec Summary	9/19/2023	Executive Summary
Resolution	9/19/2023	Resolution
Recommendation	9/19/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION, to award the Request for Bids (RFBS) received for the Gibson Branch Library repairs due to damages from Hurricane Ida to Freetown Builders, LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

PROJECT SUMMARY (200 WORDS OR LESS)

Award bids received to Freetown Builders, LLC.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Repairs to Gibson Branch Library repairs due to damages from Hurricane Ida.

TOTAL EXPENDITURE

\$33,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Sharon Ellis, Purchasing/Warehouse Manager

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 23-

RESOLUTION, to award the Request for Bids (RFBS) received for Gibson Branch Library repairs due to damages from Hurricane Ida to Freetown Builders LLC and authorizing the Parish President and/or his designee to execute the contract and to provide for related matters.

WHEREAS, RFBs were received on August 28, 2023, for the Gibson Branch Library repairs due to damages from Hurricane Ida, and

WHEREAS, based on the information provided by Royal Engineers and Consultants (engineers assigned to this project) recommends awarding the bid to Freetown Builders, LLC for a total bid amount of **\$33,000.00**, and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the RFB to Freetown Builders, LLC for the Gibson Branch Library repairs due to damages from Hurricane Ida, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for the Gibson Branch Library repairs due to Hurricane Ida to Freetown Builders, LLC and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:.

ABSENT:



September 19, 2023

Terrebonne Parish Consolidated Government (TPCG)
Sharon Ellis, Purchasing Manager
8026 W. Main St.
Houma, LA 70360

RE: Recommendation to Award – Library Gibson Branch Ida Repairs; IDA-0041
Location – 6400 Bayou Black Dr., Gibson, LA 70356

Dear Ms. Ellis:

Royal Engineers has received the lowest and only quote to a Request for Letter Bid on behalf of TPCG for the above-mentioned item. Attached, please find the bid tabulation results, and the written quotes submitted.

The lowest quote was submitted by Freetown Builders, LLC and therefore recommend that an award be made on this item.

The awarded contractor must enter into an approved and compliant contract based on disaster recovery reimbursement requirements.

If there are any questions or concerns, please feel free to contact Jason Broussard at (337) 247-8871.

Sincerely,

Jason Broussard
Royal Engineers and Consultants

cc: Kandace Mauldin, TPCG-CFO
Gina Domangue
Mary Cospers-LeBoeuf

BID TABULATION

Bid Date: August 28, 2023
Bid Location: TPCG-Ida-Bids@royalengineering.net

Construction Estimate: N/A
Parish Department: Public Library Department

[illegible]

LOUISIANA UNIFORM PUBLIC WORK BID FORM

To: Terrebonne Parish Consolidated Government
Attn: Sharon Ellis
301 Plant Rd.
Houma, LA 70363
NA

Bid For: Library Gibson Branch Ida Repairs
Attn: Mary Cosper-LeBoeuf
6400 Bayou Black Dr.
Gibson, LA 70356
TPCG Project No. IDA-0041

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Royal Engineers & Consultants, L.L.C., 1501 Religious St. Suite C, New Orleans, LA 70130 and Cheremie + Bruce Architects, 1408 Levee Dr., Houma, LA 70381 and dated: August 28, 2023.

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

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Thirty-Three Thousand

Dollars (\$ 33,000.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (NA) for the additional sum of:

N/A Dollars (\$ N/A)

Alternate No. 2 (NA) for the additional sum of:

N/A Dollars (\$ N/A)

Alternate No. 3 (NA) for the additional sum of:

N/A Dollars (\$ N/A)

NAME OF BIDDER: Freetown Builders LLC

ADDRESS OF BIDDER: 313 Gordon St.

Lafayette, LA 70501

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 67544

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Blake Boudreaux

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Owner

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE:

9/18/23

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Freetown Builders, LLC
in a meeting duly assembled that Blake Boudreaux, owner
of the Limited Liability Company, be and he/she is hereby authorized, empowered, and directed
for and on behalf of the Limited Liability Company to negotiate for and sign any and all bid
proposals and/or contracts which this Limited Liability company might enter into by the Limited
Liability Company under such terms, conditions and stipulations, and for such consideration as
he/she might deem to the best interest of the Limited Liability Corporation.

* * * * *

I, Blake Boudreaux (Name)
Secretary of Freetown Builders (LLC) do hereby
certify that the above and forgoing is a true and correct copy of a
Resolution unanimously adopted at a meeting of the Board of
Directors of said LLC held on the 7th day of
February, 2023, at which meeting all members of the Board of
Directors were present and voted thereon and that said Resolution has
been spread upon the minute books of the LLC, and same is now in
full force and effect.

WITNESS MY SIGNATURE, this 7th day of

February, 2023, at Lafayette, Louisiana

[Signature]
Notary No. 80523
my commission for life

Category Number:
Item Number: 5.



Monday, September 25, 2023

Item Title:

City Court IGA

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into an Intergovernmental Agreement with the Houma City Court for the purpose of providing office space/facilities to conduct business of Houma City Court.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/20/2023	Executive Summary
Resolution	9/20/2023	Resolution
Backup	9/20/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
IGA – Houma City Court	

PROJECT SUMMARY (200 WORDS OR LESS)	
A resolution authorizing the Parish President to enter into an Intergovernmental Agreement with the Houma City Court for the purpose of providing office space/facilities to conduct business of Houma City Court	

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

TOTAL EXPENDITURE			
\$0			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		<u>ESTIMATED</u>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

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

Signature s/Kandace M. Mauldin, CFO

Date 9/20/23

A resolution authorizing the Parish President to enter into an Intergovernmental Agreement with the Houma City Court for the purpose of providing office space/facilities to conduct business of Houma City Court

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

WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution” and furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

WHEREAS, pursuant to statute, the Terrebonne Parish Consolidated Government recognizes its legal obligation to provide for a suitable building for the sitting of the Courts within the Parish; and

WHEREAS, TPCG has, on June 1, 2006, purchased an existing facility at 8046 Main Street, Houma, Louisiana, 70360, which provides City Court with office space/facilities to conduct the business of City Court

WHEREAS, the above parties believe that this serves a necessary public purpose and that the right of use terms of this agreement are commensurate with the costs involved; and

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes the Parish President to enter into an Intergovernmental Agreement pending legal approving proposed agreement and adopted budget amendment.

**INTERGOVERNMENTAL RIGHT OF USE AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND HOUMA CITY COURT**

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

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, herein sometimes referred to as “**TPCG**”), a political subdivision of the State of Louisiana, herein represented by its duly Gordon E. Dove, President of Terrebonne Parish Consolidated Government; and

HOUMA CITY COURT (“City Court”), a political subdivision of the State of Louisiana, herein represented by Matthew H. Hagen, Chief Judge of Houma City Court;

Who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

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

WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution” and furthermore, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides “the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions”; and,

WHEREAS, pursuant to statute, the Terrebonne Parish Consolidated Government recognizes its legal obligation to provide for a suitable building for the sitting of the Courts within the Parish; and

WHEREAS, TPCG has, on June 1, 2006, purchased an existing facility at 8046 Main Street, Houma, Louisiana, 70360, which provides City Court with office space/facilities to conduct the business of City Court

WHEREAS, the above parties believe that this serves a necessary public purpose and that the right of use terms of this agreement are commensurate with the costs involved; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and Houma City Court, each represented by the undersigned, duly authorized to act herein respectively pursuant to Resolution No. 23-_____ of the Terrebonne Parish Council, agree to the following:

NOW THEREFORE; BE IT RESOLVED, that all parties named above, in accordance with La. R.S. 33:1321, *et. seq.* hereby enter into the following intergovernmental agreement:

Terms

1.1 City Court has use of areas at the facility located at 8046 Main Street, Houma, Louisiana, 70360 (“Courthouse”). All space provided to City Court at this location may be subject to reallocation or revocation should the premises become necessary for a different use by TPCG.

1.2 In accordance with a previous agreement between TPCG and City Court, in consideration for the right of use, City Court has paid to TPCG, annual rental equal to the fees levied in accordance with the Parish Code not to exceed \$20.00 per civil filing and per criminal conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended with Act 518 in 2003.

TPCG has allocated a portion of these fees to the City Court Building Fund in accordance to adopted Ordinance Number 6382 in February 2001.

It has been determined by both parties this agreement is no longer beneficial and should be adjusted according to the following:

- a. TPCG shall return the unused fees collected in accordance with Louisiana Revised Statute Title 13, Section 1910. The unused fees will be calculated in a manner that both parties agree to.
- b. In addition to the monthly reimbursements City Court currently makes to TPCG, annually TPCG will bill City Court for the property insurance and utilities for the facilities utilized as the Courthouse.
- c. City Court will continue to collect \$20.00 per civil filing and per criminal conviction as allowed for in Act 901 of the 1999 Louisiana Legislative Session, Amended with Act 518 in 2003. These collections as well as the unused fees in section 1.2(a) will be used to create a City Court Building Fund to be “dedicated exclusively to the acquisition, leasing, construction, equipping, and maintenance of new and existing city courts and for the maintenance and payment of any bond indebtedness on any such existing facilities.”
- d. City Court shall maintain the provided Courthouse in good repair and in substantially the same condition as the premises was upon receipt.
- e. City Court shall not make or erect any changes or structures within or outside the Courthouse without prior approval of TPCG.
- f. TPCG shall provide and install all letters and numerals on or about the entrance to the Courthouse. All such letters and numerals shall be in the Courthouse’s standard graphics. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of the Courthouse or which otherwise may be visible from outside the Courthouse, unless approved in writing by TPCG. TPCG shall maintain in a segment of the Courthouse a building directory containing Tenant’s name and location within the Courthouse.
- g. TPCG shall allocate parking spots to CITY COURT based on need. Any parking spots, within the Government Tower parking facility, allocated to the CITY COURT may be subject to reallocation should the spots become necessary for a different use by TPCG.
- h. The premises shall be continuously used and occupied during the full term of this right of use for the purpose of conducting everyday business germane to City Court, and the Courthouse shall be used for no other purpose without the consent of TPCG.

Termination

This agreement shall continue in effect for a term of ten (10) years commencing on October 1, 2023, and ending on September 30, 2032 or until the Courthouse subject to this agreement becomes necessary for a different use by TPCG or until the conditions of this agreement are violated. At the expiration of this right of use, lessee shall have the option to extend the right of use for two (2) one-year (1-year) terms with each term subject to the same terms and conditions as the original right of use. Sixty (60) days prior to the expiration of this right of use, City Court may notify TPCG or TPCG’s agent in writing of City Court’s intentions regarding their option to renew this right of use.

This intergovernmental agreement may also be terminated under any or all of the following conditions:

- a. By written mutual agreement and consent of TPCG and City Court
- b. By six (6) months written notice by TPCG or City Court

Compliance with Laws

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

Choice of Law

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

Legal Construction

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

Amendment

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

IN WITNESS WHEREOF, this Right of Use Agreement is executed by Terrebonne Parish Consolidated Government, and the Houma City Court on the dates indicated below.

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2023.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

BY: _____
Gordon E. Dove, PARISH PRESIDENT

DATE: _____

THUS DONE AND SIGNED, after due reading of the whole at Houma, Terrebonne Parish, Louisiana, this _____ day of _____, 2023.

WITNESSES:

HOUMA CITY COURT

BY: _____
**Honorable Matthew H. Hagen
HOUMA CITY COURT CHIEF JUDGE**

DATE: _____



Monday, September 25, 2023

Item Title:

RESOLUTION: State Contract Purchase of One (1) Ford F-350 truck for the Housing & Human Services Department from Lamarque Crescent City Ford

Item Summary:

RESOLUTION: Concurring with Parish Administration for the State Contract Purchase of One (1) Ford F-350 truck for the Housing & Human Services Department from Lamarque Crescent City Ford.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/20/2023	Executive Summary
Resolution	9/20/2023	Resolution
Support Material	9/20/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: State Contract Purchase of One (1) Ford F-350 truck for the Housing & Human Services Department from Lamarque Crescent City Ford

PROJECT SUMMARY (200 WORDS OR LESS)

Approving the state contract purchase of one (1) Ford F-350 Crew Cab truck for the Housing & Human Services Department, via state contract 4400023793 from Lamarque Crescent City Ford

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The unit will be used to haul an enclosed cargo trailer or a dump trailer to haul construction material/debris.

TOTAL EXPENDITURE

\$54,164.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☒ **ACTUAL**

☐ **ESTIMATED**

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☐ **N/A**

☐ **NO**

☒ **YES**

IF YES AMOUNT BUDGETED: \$54,164.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ **PARISHWIDE**

☐ **1**

☐ **2**

☐ **3**

☐ **4**

☐ **5**

☐ **6**

☐ **7**

☐ **8**

☐ **9**

Sharon Ellis, Purchasing/Warehouse Manager

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 23-

WHEREAS, prices were obtained through the Louisiana State Commodity Catalog by the Terrebonne Parish Consolidated Government (TPCG) for the purpose of purchasing one (1) Ford F-350 truck for the Housing & Huma Services Department, and

WHEREAS, after careful review by the Purchasing Division, Fleet Maintenance Superintendent, and the Housing & Human Services Assistant Director it has been determined that the price of Fifty-Four Thousand, One Hundred and Sixty-Four Dollars (\$54,164.00) be accepted for the purchase of one (1) Ford F-350 Crew Cab truck through State Contract 4400023793 from Lamarque Crescent City Ford, and

WHEREAS, Parish Administration recommends acceptance of the purchase of one (1) Ford F-350 Crew Cab truck via state contract at the aforementioned price as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved for the purchase of the Ford F-350 truck as per the attached documents.

THERE WAS RECORDED:

YEAS:
NAYS:

ABSTAINING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 2023.

H+H Svcs.

STATE CONTRACT LINE 78 F-350 CREW CAB
BASE BID PRICE.....50659.00
LT275/70R18E BSW ALL TERRAIN.....241.00
3.73 ELECTRONIC-LOCKING AXLE.....392.00
120V/400W OUTLET.....160.00
ROOF CLEARANCE LIGHTS.....87.00
STEEL ROAD WHEELS-18.....414.00
LED BOX LIGHTING.....54.00
UPFITTER SWITCHES.....150.00
410 AMP ALTERNATOR.....104.00
DUAL BATTERY.....191.00
360-DEGREE CAMERA PACKAGE.....1047.00
XL DRIVER ASSIST PACKAGE.....665.00
TOTAL OF ALL ABOVE.....54164.00
1FT8W3BA8PED14467

BRANDON LAMARQUE

Gina Bergeron

From: Carl Ledet
Sent: Friday, September 8, 2023 11:28 AM
To: Gina Bergeron
Cc: Sharon Ellis; Antoine Foret; Brandon Lamarque
Subject: FW: F350 CC 4x4
Attachments: [Untitled].pdf

Gina ,
Please proceed with the purchase of this truck .
Attached is the state contract price.
Thanks

Carl Ledet
Superintendent of Fleet Maintenance
Terrebonne Parish Consolidated Government

P.O. Box 2768
Houma, LA. 70361-2768
Phone # (985) 873-6724



From: Brandon Lamarque <BrandonLamarque@lamarque.com>
Sent: Friday, September 8, 2023 11:07 AM
To: Carl Ledet <cledet@tpcg.org>
Subject: RE: F350

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

YES

From: Carl Ledet <cledet@tpcg.org>
Sent: Friday, September 8, 2023 10:06 AM

To: Brandon Lamarque <BrandonLamarque@lamarque.com>
Subject: RE: F350

This is the f350 with towing package?

From: Brandon Lamarque <BrandonLamarque@lamarque.com>
Sent: Friday, September 8, 2023 11:04 AM
To: Carl Ledet <cleDET@tpcg.org>
Subject: FW: F350

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

From: FordSales@lamarque.com <FordSales@lamarque.com>
Sent: Friday, September 8, 2023 10:03 AM
To: Brandon Lamarque <BrandonLamarque@lamarque.com>
Subject:

Category Number:
Item Number: 7.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #15-S/P-58(J) Re-Bid Surplus Sale of Adjudicated Property located at 4736 N. Bayou Black Dr. (100%) (Parcel #36946)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #15-S/P-58(J) Re-Bid Surplus Sale of Adjudicated Property located at 4736 N. Bayou Black Dr. (100%) to Jody Billiot.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 15-S/P-59(J) Re-Bid Surplus Sale of Adjudicated Property Located at 4736 N. Bayou Black Dr. to Jody Billiot.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Jody Billiot for the adjudicated property located at 4736 N. Bayou Black 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 from 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

\$14,000.00 (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

A handwritten signature in blue ink that reads "Sharon Ellis".

Sharon Ellis, Purchasing Manager

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on September 9, 2015, the Terrebonne Parish Council adopted Ordinance No. 8622 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owner of record Susie H. Diggs Estate as surplus:

ON THE RIGHT DESCENDING BANK OF BAYOU BLACK. BOUNDED ABOVE BY R.B. BUTLER, FORMERLY, NOW ARTHUR MOSELY. BOUNDED BELOW BY CHARLIE WATSON, JR., ETALS. HAVING A FRONTAGE 100' BY DEPTH 10 ACRES. LESS LOT 36 X 64' SOLD TO JOSEPH SHORT CB 267/677. LESS TRACT 70 X 70' SOLD TO EDDIE DIGGS CB 533/413. SECTION 34, T17S - R16E (Parcel# 36946) (4736 N. Bayou Black Dr.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 15-S/P-58(J) (Re-Bid) Surplus Sale of Adjudicated Property Located at 4736 N. Bayou Black Dr. (100%) (Parcel# 36946), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Jody Billiot in the amount of Fourteen Thousand Dollars (\$14,000.00) plus the 5% website transaction fee of Seven Hundred Dollars (\$700.00) for a total of Fourteen Thousand Seven Hundred Dollars (\$14,700.00) 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. 8622, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 15-S/P-58(J) (Re-Bid) Surplus Sale of Adjudicated Property Located at 4736 N. Bayou Black Dr. (100%) (Parcel# 36946) 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 Jody Billiot is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 8622.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 15-S/P-58(J) Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

[illegible]

Award Bid To: Jody Billiot

Amount: 14000.00

Purchasing Department Comments:

Award to Jody Billiot, the highest bidder.

Title:	Bid #15-S/P-58(J) (RE-BID) Surplus Sale of Adjudicated Property Located at 4736 North Bayou Black Drive, Gibson, LA 70356 (100%) (Parcel #36946)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 08:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85735	JodyBilliot	14000.0000	12-Sep-2023 04:21:26 PM	Jody	Billiot	JBBidding	billiotjody1@gmail.com	9858042559

Title:	Bid #15-S/P-58(J) (RE-BID) Surplus Sale of Adjudicated Property Located at 4736 North Bayou Black Drive, Gibson, LA 70356 (100%) (Parcel #36946)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 08:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85735	JodyBilliot	14000.0000	12-Sep-2023 04:21:26 PM	Jody	Billiot	JBBidding	billiotjody1@gmail.com	9858042559



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Jody Billiot
billiotjody1@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
15-S/P-58(J)	Surplus Sale of Adjudicated Property Located at 4736 N Bayou Black Dr. (Parcel #36946) (100%)	\$14,000.00

Total Purchases..... \$14,000.00
Web Site Transaction Fee (5%)..... \$ 700.00
Total Due..... \$14,700.00

20% Surety Deposit of \$ 2,800.00 is due not later than 48 hours or by 9/15/2021 8:15 a.m. If the 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) 873-6765 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 \$ 11,900.00** 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: \$ 2,800.00
Payment Type: Cashier's Check # 9106505226
Payment Date: 9/13/2023
Received From: Jody Billiot
Received By: Armande Porche
Items Picked Up: _____

Category Number:
Item Number: 8.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #20-S/P-59 Re-Bid Surplus Sale of Adjudicated Property located at 302 Jackson St. (100%) (Parcel #22909)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #20-S/P-59 Re-Bid Surplus Sale of Adjudicated Property located at 302 Jackson St. (100%) to Jerne' Theriot.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/20/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 20-S/P-59 (Re-Bid) Surplus Sale of Adjudicated Property Located at 302 Jackson St. to Jerne' Theriot.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Jerne' Theriot for the adjudicated property located at 302 Jackson 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 from 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

\$5,634.00 (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

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 24, 2019 the Terrebonne Parish Council adopted Ordinance No. 9075 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with an owner of record Byrd & Byrd, Inc., as surplus:

LOT 6 BLOCK 8 ADDEN. 3 BELLEVIEW PLACE. (Parcel# 22909) (302 Jackson St.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 20-S/P-59 (Re-Bid) Surplus Sale of Adjudicated Property Located at 302 Jackson St. (100%) (Parcel# 22909), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Jerne' Theriot in the amount of Five Thousand Six Hundred Thirty-Four Dollars (\$5,634.00) plus the 5% website transaction fee of Two Hundred Eighty-One and 70/100 Dollars (\$281.70) for a total of Five Thousand Nine Hundred Fifteen and 70/100 Dollars (\$5,915.70) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9075, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 20-S/P-59 (Re-Bid) Surplus Sale of Adjudicated Property Located at 302 Jackson St. (100%) (Parcel# 22909) 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 Jerne' Theriot is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9075.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 20-S/P-59 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

[illegible]

Award Bid To: Jerne' Theriot

Amount: 5634.00

Purchasing Department Comments:

Award to Jerne' Theriot, the highest bidder.

Title:	Bid # 20-S/P-59 (Re-Bid) Surplus Sale of Adjudicated Property Located 302 Jackson St., Houma, LA (100%) (Parcel # 22909)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 08:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85743	RW4land	5534.0000	13-Sep-2023 08:29:10 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85746	Investments101	5634.0000	13-Sep-2023 08:41:13 AM	Jeme'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627

Title:	Bid # 20-S/P-59 (Re-Bid) Surplus Sale of Adjudicated Property Located 302 Jackson St., Houma, LA (100%) (Parcel # 22909)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 08:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85743	RW4land	5534.0000	13-Sep-2023 08:29:10 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85746	Investments101	5634.0000	13-Sep-2023 08:41:13 AM	Jeme'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Jerne' Theriot
jctheriot13@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
20-S/P-59	Surplus Sale of Adjudicated Property Located at 302 Jackson St. (Parcel #22909)	\$ 5,634.00

Total Purchases..... \$ 5,634.00
Web Site Transaction Fee (5%)..... \$ 281.70
Total Due..... \$ 5,915.70

20% Surety Deposit of \$ 1,126.80 is due not later than 48 hours or by 9/15/2023 8:45 a.m. If the 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) 873-6765 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 \$ 4,788.90** will be due at 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: \$ 1126.80
Payment Type: Cashier's Check # 9247626336
Payment Date: 9/14/2023
Received From: Jerne' Theriot
Received By: Amanda Forch
Items Picked Up: _____

Category Number:
Item Number: 9.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #21-S/P-38 Re-Bid Surplus Sale of Adjudicated Property located at 105-A Odesser St. (100%) (Parcel #8685)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #21-S/P-38 Re-Bid Surplus Sale of Adjudicated Property located at 105-A Odesser St. (100%) to Regina Winslow.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. to Regina Winslow.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Regina Winslow for the adjudicated property located at 105-A Odesser 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 from 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

\$3,200.00 (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

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 16, 2021, the Terrebonne Parish Council adopted Ordinance No. 9285 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Gertrude Burks Thomas (1/3), Lillie Mae Burks Broomfield (1/3), and Sylvester Burks (1/3), as surplus:

S/2 LOT 2 GROS SUBD. (Parcel# 8685) (105-A Odesser St.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (100%) (Parcel# 8685), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Regina Winslow in the amount of Three Thousand Two Hundred Dollars (\$3,200.00) plus the 5% website transaction fee of One Hundred Sixty Dollars (\$160.00) for a total of Three Thousand Three Hundred Sixty Dollars (\$3,360.00) 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. 9285, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 21-S/P-38 (Re-bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (100%) (Parcel# 8685) 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 Regina Winslow is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9285.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 21-S/P-38 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

Bidder's Name:	Amount:	Check:	Bond:
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Award Bid To: Regina Winslow

Amount: 3200.00

Purshasing Department Comments:

Award to Regina Winslow, the highest bidder.

Title:	Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St, Schriever, LA 70395 (100%) (Parcel # 8685)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85665	Regina72	3200.0000	11-Sep-2023 08:33:03 AM	Regina	Winslow	n/a	reginawinslow@icloud.com	9853818107

Title:	Bid # 21-S/P-38 (Re-Bid) Surplus Sale of Adjudicated Property Located at 105-A Odesser St, Schriever, LA 70395 (100%) (Parcel # 8685)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85665	Regina72	3200.0000	11-Sep-2023 08:33:03 AM	Regina	Winslow	n/a	reginawinslow@icloud.com	9853818107



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Regina Winslow
reginawinslow@icloud.com

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

Bid#	Description	Bid Total
21-S/P-38	Surplus Sale of Adjudicated Property Located at 105-A Odesser St. (Parcel #8685) (100%)	\$ 3,200.00

Total Purchases..... \$ 3,200.00
Web Site Transaction Fee (5%)..... \$ 160.00
Total Due..... \$ 3,360.00

20% Surety Deposit of \$ 640.00 is due not later than 48 hours or by 9/15/2021 9:00 a.m. If the 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) 873-6765 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 \$ 2,720.00** 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: \$640.00
Payment Type: Money Order # 0850001009
Payment Date: 9/14/2023
Received From: Regina Winslow
Received By: Armando Perche
Items Picked Up: _____

Category Number:
Item Number: 10.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #22-S/P-17 Re-Bid Surplus Sale of Adjudicated Property located at 6920 Driftwood Dr. (7.478%) (Parcel #34131)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-17 Re-Bid Surplus Sale of Adjudicated Property located at 6920 Driftwood Dr. (7.478%) to Julie Pitre.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-17 (Re-Bid) Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr. to Julie Pitre.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Julie Pitre for the adjudicated property located at 6920 Driftwood 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 from 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

\$2,365.00 (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

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 14, 2021, the Terrebonne Parish Council adopted Ordinance No. 9287 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Caroline P. Gurganus (.6574%), Wiley Price, Jr. (.6574%), and Jacquelyn Rodrigue Williams (3.0816%), and Nicole Rodrigue Naquin (3.0816%), as surplus:

ON THE RIGHT DESCENDING BANK OF BAYOU LITTLE CAILLOU. BOUNDED ABOVE BY CLODOMIRE BLANCHARD FORMERLY, NOW JAMES E. CHAUVIN, ETALS. BOUNDED BELOW BY FRANKLIN PICOU FORMERLY, NOW JUANITA WALLACE FUNDERBURK. HAVING A FRONTAGE 135 FT. BY DEPTH SURVEY. COMPRISED IN SECTION 75 T20S R18E. LESS JUDGMENT. (Parcel# 34131) (6920 Driftwood Dr.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-17 (Re-Bid) Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr. (7.478%) (Parcel# 34131), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Julie Pitre in the amount of Two Thousand Three Hundred Sixty-Five Dollars (\$2,365.00) plus the 5% website transaction fee of One Hundred Sixty Dollars (\$118.25) for a total of Two Thousand Four Hundred Eighty-Three and 25/100 Dollars (\$2,483.25) 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. 9287, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-17 (Re-bid) Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr. (7.478%) (Parcel# 34131) 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 Julie Pitre is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9287.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 22-S/P-17 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

Bidder's Name:	Amount:	Check:	Bond:
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Award Bid To: Julie Pitre

Amount: 2365.00

Purshasing Department Comments:

Award to Julie Pitre, the highest bidder.

Title:	Bid # 22-S/P-17 (Re-Bid) Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr., Chauvin, LA (7.478%) (Parcel # 34131)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85662	Kjungirl007	2365.0000	11-Sep-2023 08:25:02 AM	Julie	Pitre	Cajun Bait	Julie_prestenbach@yahoo.com	9852322434

Title:	Bid # 22-S/P-17 (Re-Bid) Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr., Chauvin, LA (7.478%) (Parcel # 34131)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:15:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85662	Kjungirl007	2365.0000	11-Sep-2023 08:25:02 AM	Julie	Pitre	Cajun Bait	Julie_prestenbach@yahoo.com	9852322434



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

BUYER'S CERTIFICATE

September 13, 2023

Julie Pitre

Julie_prestenbach@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-17 (Re-Bid)	Surplus Sale of Adjudicated Property Located at 6920 Driftwood Dr. (7.478%) (Parcel #34131)	\$ 2,365.00

Total Purchases..... \$ 2,365.00
Web Site Transaction Fee (5%)..... \$ 118.25
Total Due..... \$ 2,483.25

20% Surety Deposit of \$ 473.00 is due not later than 48 hours or by 9/15/2023 9:15 a.m. If the 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 \$ 2,010.25** 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: \$ 473.00
Payment Type: Money Order # 28623191635
Payment Date: 9/14/2023
Received From: Julie Pitre
Received By: Amanda Piche
Items Picked Up: _____

Category Number:
Item Number: 11.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #22-S/P-64 Re-Bid Surplus Sale of Adjudicated Property located at 404 Jerry Ann St. (100%) (Parcel #35936)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-64 Re-Bid Surplus Sale of Adjudicated Property located at 404 Jerry Ann St. (100%) to Kevin Neil.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-64 (Re-Bid) Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St. to Kevin Neil.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Kevin Neil for the adjudicated property located at 404 Jerry Ann 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 from 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

\$3,050.00 (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

A handwritten signature in blue ink, reading "Sharon Ellis".

Sharon Ellis, Purchasing Manager

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 27, 2022, the Terrebonne Parish Council adopted Ordinance No. 9390 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Craig Rodrigue (1/8), Renee Rodrigue (5/24), Danita A. Rodrigue (1/8), Steven Rodrigue (1/8), Kerri Lynn Rodrigue (5/24), and Destiny Rodrigue (5/24), as surplus:

LOT 3 BLOCK 4 FANGUY SUBDIVISION. (Parcel# 35936) (404 Jerry Ann St.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-64 (Re-Bid) Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St. (100%) (Parcel# 35936), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Kevin Neil in the amount of Three Thousand Fifty Dollars (\$3,050.00) plus the 5% website transaction fee of One Hundred Fifty-Two and 50/100 Dollars (\$152.50) for a total of Three Thousand Two Hundred Two and 50/100 Dollars (\$3,202.50) 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. 9390, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-64 (Re-Bid) Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St. (100%) (Parcel# 35936) 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 Kevin Neil is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9390.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 22-S/P-64 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

[illegible]

Award Bld To: Kevin Neil

Amount: 3050.00

Purshasing Department Comments:

Award to Kevin Neil, the highest bidder.

Title:	Bid # 22-S/P-64 (Re-Bid) Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St., LA 70344 (100%) (Parcel # 35936)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85664	PatotTowing	2667.0000	11-Sep-2023 08:26:16 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072
85758	brmdnoyster	2717.0000	13-Sep-2023 09:35:54 AM	Brandon	Hebert	Hebert Farm & Land Demolition LLC	hebertdemolition@gmail.com	9858609070
85759	PatotTowing	2767.0000	13-Sep-2023 09:35:54 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072
85761	brmdnoyster	2817.0000	13-Sep-2023 09:38:39 AM	Brandon	Hebert	Hebert Farm & Land Demolition LLC	hebertdemolition@gmail.com	9858609070
85764	PatotTowing	3050.0000	13-Sep-2023 09:44:58 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072

Title:	Bid # 22-S/P-64 (Re-Bid) Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St., LA 70344 (100%) (Parcel # 35936)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 09:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85664	PatotTowing	2667.0000	11-Sep-2023 08:26:16 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072
85758	brmdnoyster	2717.0000	13-Sep-2023 09:35:54 AM	Brandon	Hebert	Hebert Farm & Land Demolition LLC	hebertdemolition@gmail.com	9858609070
85759	PatotTowing	2767.0000	13-Sep-2023 09:35:54 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072
85761	brmdnoyster	2817.0000	13-Sep-2023 09:38:39 AM	Brandon	Hebert	Hebert Farm & Land Demolition LLC	hebertdemolition@gmail.com	9858609070
85764	PatotTowing	3050.0000	13-Sep-2023 09:44:58 AM	Kevin	Neil	Patot Towing	kneil@lebeouftowing.com	9857208072



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Kevin Neil
kneil@lebeouftowing.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-64	Surplus Sale of Adjudicated Property Located at 404 Jerry Ann St. (Parcel #35936) (100%)	\$ 3,050.00

Total Purchases..... \$ 3,050.00
Web Site Transaction Fee (5%)..... \$ 152.50
Total Due..... \$ 3,202.50

20% Surety Deposit of \$ 610.00 is due not later than 48 hours or by 9/15/2023 9:45 a.m. If the 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) 873-6765 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 \$ 2,592.50** 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: 610⁰⁰
Payment Type: Cashier's Check # 9106505228
Payment Date: 9/13/2023
Received From: Ramona Neil
Received By: Amanda Parke
Items Picked Up: _____

Category Number:
Item Number: 12.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #22-S/P-77 Re-Bid Surplus Sale of Adjudicated Property located at 953 Hwy 55. (100%) (Parcel #32355)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-77 Re-Bid Surplus Sale of Adjudicated Property located at 953 Hwy 55. (100%) to Julie Pitre.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-77 (Re-Bid) Surplus Sale of Adjudicated Property Located at 953 Hwy 55 to Julie Pitre.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Julie Pitre for the adjudicated property located at 953 Hwy 55.

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 from 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

\$2,167.00 (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

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 27, 2022, the Terrebonne Parish Council adopted Ordinance No. 9390 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Claude J. Prosperie Estate, as surplus:

ON THE LEFT DESCENDING BANK OF BAYOU TERREBONNE. 40 X 150' ON EAST SIDE OF PUBLIC ROAD. BOUNDED ABOVE BY ELIE PROSPERIE. BOUNDED BELOW BY LOUIS LEBOEUF. (Parcel# 32355) (953 Hwy 55), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-77 (Re-Bid) Surplus Sale of Adjudicated Property Located at 953 Hwy 55 (100%) (Parcel# 32355), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Julie Pitre in the amount of Two Thousand One Hundred Sixty-Seven Dollars (\$2,167.00) plus the 5% website transaction fee of One Hundred Eight and 35/100 Dollars (\$108.35) for a total of Two Thousand Two Hundred Seventy-Five and 35/100 Dollars (\$2,275.35) 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. 9390, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-77 (Re-Bid) Surplus Sale of Adjudicated Property Located at 953 Hwy. 55 (100%) (Parcel# 32355) 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 Julie Pitre is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9390.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 22-S/P-77 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

Bidder's Name:

Amount:

Check:

Bond:

Award Bid To: Julie Pitre

Amount: 2167.00

Purshasing Department Comments:

Award to Julie Pitre, the highest bidder.

Title:	Bid # 22-S/P-77 (Re-Bid) Surplus Sale of Adjudicated Property Located at 953 Hwy 55 (100%) (Parcel # 32355)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 10:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85663	Kjungirl007	2167.0000	11-Sep-2023 08:25:53 AM	Julie	Pitre	Cajun Bait	Julie_prestenbach@yahoo.com	9852322434

Title:	Bid # 22-S/P-77 (Re-Bid) Surplus Sale of Adjudicated Property Located at 953 Hwy 55 (100%) (Parcel # 32355)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 10:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85663	Kjungirl007	2167.0000	11-Sep-2023 08:25:53 AM	Julie	Pitre	Cajun Bait	Julie_prestenbach@yahoo.com	9852322434



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Julie Pitre
Julie_prestenbach@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-77 (Re-Bid)	Surplus Sale of Adjudicated Property Located at 953 Hwy 55 (Parcel #32355) (100%)	\$ 2,167.00

Total Purchases..... \$ 2,167.00
Web Site Transaction Fee (5%)..... \$ 108.35
Total Due..... \$ 2,275.35

20% Surety Deposit of \$ 433.40 is due not later than 48 hours or by 9/15/2023 10:00 a.m. If the 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) 873-6765 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 \$ 1,841.95** will be due at 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: \$ 433.40
Payment Type: Money Order #28623191646
Payment Date: 9/14/2023
Received From: Julie Pitre
Received By: Aracelis Porche
Items Picked Up: _____

Category Number:
Item Number: 13.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #22-S/P-89 Re-Bid Surplus Sale of Adjudicated Property located at 1610 Hwy 20. (100%) (Parcel #37263)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-89 Re-Bid Surplus Sale of Adjudicated Property located at 1610 Hwy 20. (100%) to Brandon Bienvenu.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-89 (Re-Bid) Surplus Sale of Adjudicated Property Located at 1610 Hwy 20 to Brandon Bienvenu.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Brandon Bienvenu for the adjudicated property located at 1610 Hwy 20.

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 from 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

\$3,334.00 (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

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 27, 2022, the Terrebonne Parish Council adopted Ordinance No. 9390 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Edgar LeBlanc Estate, as surplus:

ON THE RIGHT DESCENDING BANK OF BAYOU CHACAHOUULA. BOUNDED ABOVE BY N.F. BOUDREAUX. BOUNDED BELOW BY MRS. EMILE GUILLOT. (Parcel# 37263) (1610 Hwy 20), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-89 (Re-Bid) Surplus Sale of Adjudicated Property Located at 1610 Hwy. 20 (100%) (Parcel# 37263), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Brandon Bienvenu in the amount of Three Thousand Three Hundred Thirty-Four Dollars (\$3,334.00) plus the 5% website transaction fee of One Hundred Sixty-Six and 70/100 Dollars (\$166.70) for a total of Three Thousand Five Hundred and 70/100 Dollars (\$3,500.70) and that the bid should be accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9390, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-89 (Re-Bid) Surplus Sale of Adjudicated Property Located at 1610 Hwy. 20 (100%) (Parcel# 37263) 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 Brandon Bienvenu is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9390.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 22-S/P-89 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

[illegible]

Award Bid To: Brandon Bienvenu

Amount: 3334.00

Purshasing Department Comments:

Award to Brandon Bienvenu, the highest bidder.

Title:	Bid # 22-S/P-89 Surplus Sale of Adjudicated Property Located at 1610 Hwy 20, Schriever, LA 70395 (100%) (Parcel # 37263)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 10:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85693	TrippleB	3334.0000	11-Sep-2023 09:33:07 PM	BRANDON	ABIENvenu	TrippleB Land and Rental LLC	Bbienvenu1608@gmail.com	9858556663

Title:	Bid # 22-S/P-89 Surplus Sale of Adjudicated Property Located at 1610 Hwy 20, Schriever, LA 70395 (100%) (Parcel # 37263)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 10:45:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85693	TrippleB	3334.0000	11-Sep-2023 09:33:07 PM	BRANDON	ABIENvenu	TrippleB Land and Rental LLC	Bbienvenu1608@gmail.com	9858556663



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Brandon Bienvenu
Bbienvenu1608@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-89	Surplus Sale of Adjudicated Property Located at 1610 Hwy 20 (Parcel #37263) (100%)	\$ 3,334.00

Total Purchases..... \$ 3,334.00
Web Site Transaction Fee (5%)..... \$ 166.70
Total Due..... \$ 3,500.70

20% Surety Deposit of \$ 666.80 is due not later than 48 hours or by 9/15/2023 10:45 a.m. If the 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) 873-6765 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 \$ 2,833.90** will be due at 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: 466.80
Payment Type: Cashier Check # 9106367096
Payment Date: 9/13/2023
Received From: Brandon Bienvenu
Received By: Araceli Poche
Items Picked Up: _____

Category Number:
Item Number: 14.



Monday, September 25, 2023

Item Title:

Resolution to Award Bid #22-S/P-90 Re-Bid Surplus Sale of Adjudicated Property located at 296 Brooklyn Ave. (100%) (Parcel #26073)

Item Summary:

RESOLUTION: Concurring with Parish Administration to award Bid #22-S/P-90 Re-Bid Surplus Sale of Adjudicated Property located at 296 Brooklyn Ave. (100%) to Derrick Williams.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/18/2023	Executive Summary
Resolution	9/18/2023	Resolution
Backup Material	9/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: A resolution awarding Bid # 22-S/P-90 (Re-Bid) Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave. to Derrick Williams.

PROJECT SUMMARY (200 WORDS OR LESS)

Concurring with Administration to award the bid of Derrick Williams for the adjudicated property located at 296 Brooklyn Ave.

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 from 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

\$10,000.00 (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

A handwritten signature in blue ink that reads "Sharon Ellis".

Sharon Ellis, Purchasing Manager

September 18, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

WHEREAS, on July 27, 2022, the Terrebonne Parish Council adopted Ordinance No. 9390 declaring the following described property adjudicated to the Terrebonne Parish Consolidated Government, with owners of record Eddie and Joyce Williams, as surplus:

LOT 24 DASPITVILLE. (Parcel# 26073) (296 Brooklyn Ave.), and

WHEREAS, on September 13, 2023, bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government for Bid No. 22-S/P-90 (Re-Bid) Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave. (100%) (Parcel# 26073), and

WHEREAS, after careful review by Parish Administration it has been determined that the highest bid received is that of Derrick Williams in the amount of Ten Thousand Dollars (\$10,000.00) plus the 5% website transaction fee of Five Hundred Dollars (\$500.00) for a total of Ten Thousand Five Hundred Dollars (\$10,500.00) 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. 9390, and

WHEREAS, the Parish Administration has recommended the acceptance of the aforementioned bid for Bid No. 22-S/P-90 (Re-Bid) Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave. (100%) (Parcel# 26073) 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 Derrick Williams is accepted as per attached bid forms and pursuant to all the terms and conditions as stated in Ordinance No. 9390.

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 _____, 2023.

CHAIR

Bid Cover Sheet

Bid Name: 22-S/P-90 Re-Bid

Bid(s) Received: 0

Bid Date: 09/13/2023

Bids Opened By: Amanda Porche

[illegible]

Award Bid To: Derrick Williams

Amount: 10000.00

Purshasing Department Comments:

Award to Derrick Williams, the highest bidder.

Title:	Bid # 22-S/P-90 (Re-Bid) Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave., Houma, LA 70364 (100%) (Parcel # 26073)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85739	DialloRentalsBidding	4934.0000	13-Sep-2023 06:54:30 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85754	jboy504	4984.0000	13-Sep-2023 09:25:35 AM	Jerome	Boykin	Boykin Enterprise	jbsweeping@aol.com	9852099662
85768	DialloRentalsBidding	5034.0000	13-Sep-2023 10:49:18 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85769	Investments101	5134.0000	13-Sep-2023 10:55:17 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85770	DialloRentalsBidding	5234.0000	13-Sep-2023 10:55:17 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85771	Investments101	5934.0000	13-Sep-2023 10:56:03 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85772	DialloRentalsBidding	6034.0000	13-Sep-2023 10:56:03 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85773	RW4land	6200.0000	13-Sep-2023 10:56:43 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85774	DialloRentalsBidding	6300.0000	13-Sep-2023 10:56:43 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85775	RW4land	6400.0000	13-Sep-2023 10:57:17 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85776	DialloRentalsBidding	6500.0000	13-Sep-2023 10:57:17 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85777	Investments101	6900.0000	13-Sep-2023 10:57:26 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85778	DialloRentalsBidding	7000.0000	13-Sep-2023 10:57:26 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85779	Investments101	7600.0000	13-Sep-2023 10:57:57 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85780	DialloRentalsBidding	7700.0000	13-Sep-2023 10:57:57 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85781	Investments101	8300.0000	13-Sep-2023 10:58:25 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85782	DialloRentalsBidding	8400.0000	13-Sep-2023 10:58:25 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85783	Investments101	8900.0000	13-Sep-2023 10:58:50 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85784	DialloRentalsBidding	9000.0000	13-Sep-2023 10:58:50 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85785	Investments101	9300.0000	13-Sep-2023 10:59:13 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85786	DialloRentalsBidding	9400.0000	13-Sep-2023 10:59:13 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85787	Investments101	9700.0000	13-Sep-2023 10:59:37 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85788	DialloRentalsBidding	9800.0000	13-Sep-2023 10:59:37 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85789	Investments101	9900.0000	13-Sep-2023 10:59:49 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85790	DialloRentalsBidding	10000.0000	13-Sep-2023 10:59:49 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965

Title:	Bid # 22-S/P-90 (Re-Bid) Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave., Houma, LA 70364 (100%) (Parcel # 26073)
Agency:	Louisiana > Terrebonne Parish Consolidated Government
Start date:	11-Sep-2023 08:00:00 AM
End date:	13-Sep-2023 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
85739	DialloRentalsBidding	4934.0000	13-Sep-2023 06:54:30 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85754	jboy504	4984.0000	13-Sep-2023 09:25:35 AM	Jerome	Boykin	Boykin Enterprise	jbsweeping@aol.com	9852099662
85768	DialloRentalsBidding	5034.0000	13-Sep-2023 10:49:18 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85769	Investments101	5134.0000	13-Sep-2023 10:55:17 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627

85770	DialloRentalsBidding	5234.0000	13-Sep-2023 10:55:17 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85771	Investments101	5934.0000	13-Sep-2023 10:56:03 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85772	DialloRentalsBidding	6034.0000	13-Sep-2023 10:56:03 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85773	RW4land	6200.0000	13-Sep-2023 10:56:43 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85774	DialloRentalsBidding	6300.0000	13-Sep-2023 10:56:43 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85775	RW4land	6400.0000	13-Sep-2023 10:57:17 AM	Roz	W	RWProps	rmwarrenlegal@gmail.com	8177913011
85776	DialloRentalsBidding	6500.0000	13-Sep-2023 10:57:17 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85777	Investments101	6900.0000	13-Sep-2023 10:57:26 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85778	DialloRentalsBidding	7000.0000	13-Sep-2023 10:57:26 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85779	Investments101	7600.0000	13-Sep-2023 10:57:57 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85780	DialloRentalsBidding	7700.0000	13-Sep-2023 10:57:57 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85781	Investments101	8300.0000	13-Sep-2023 10:58:25 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85782	DialloRentalsBidding	8400.0000	13-Sep-2023 10:58:25 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85783	Investments101	8900.0000	13-Sep-2023 10:58:50 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85784	DialloRentalsBidding	9000.0000	13-Sep-2023 10:58:50 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85785	Investments101	9300.0000	13-Sep-2023 10:59:13 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85786	DialloRentalsBidding	9400.0000	13-Sep-2023 10:59:13 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85787	Investments101	9700.0000	13-Sep-2023 10:59:37 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85788	DialloRentalsBidding	9800.0000	13-Sep-2023 10:59:37 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965
85789	Investments101	9900.0000	13-Sep-2023 10:59:49 AM	Jerne'	Theriot	TLFoJCT, LLC	jctheriot13@gmail.com	9853815627
85790	DialloRentalsBidding	10000.0000	13-Sep-2023 10:59:49 AM	Derrick	Williams	Diallo Rentals LLC	williamsderrick1988@gmail.com	9852326965



Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, LA 70363 (985) 873-6765

BUYER'S CERTIFICATE

September 13, 2023

Derrick Williams
williamsderrick1988@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-90	Surplus Sale of Adjudicated Property Located at 296 Brooklyn Ave. (Parcel #26073) (100%)	\$10,000.00

Total Purchases..... \$10,000.00
Web Site Transaction Fee (5%)..... \$ 500.00
Total Due..... \$10,500.00

20% Surety Deposit of \$ 2,000.00 is due not later than 48 hours or by 9/15/2021 11:00 a.m. If the 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) 873-6765 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 \$ 8,500.00** 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: \$2,000.00
Payment Type: Cashier's Check # 113601276
Payment Date: 9/13/2023
Received From: Derrick Williams
Received By: Amadeo Porche
Items Picked Up: _____



Monday, September 25, 2023

Item Title:

INTERGOVERNMENTAL AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND HOUMA-TERREBONNE AIRPORT COMMISSION

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an Intergovernmental Agreement on behalf of Terrebonne Parish Consolidated Government with the Houma-Terrebonne Airport Commission to facilitate HTAC with its goal to become a Part 139 Airport under Title 14 of the Code of Federal Regulations.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Auth IGA with HTAC for POST certified personnel at HTAC.docx	9/20/2023	Cover Memo
IGA-TPCG and HTAC- 9.11.23.docx	9/20/2023	Cover Memo

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT WITH THE HOUMA TERREBONNE AIRPORT COMMISSION TO FACILITATE HTAC WITH ITS GOAL TO BECOME A PART 139 AIRPORT UNDER TITLE 14 OF THE CODE OF FEDERAL REGULATIONS.

WHEREAS, the “Local Services Law,” La. R.S. 33:1321, *et seq.*, provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and

WHEREAS, TPCG is a Home Rule Charter local government and is granted the liberally construed “right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs” and “to promote, protect, and preserve the general welfare, safety, health, peace and good order of the parish,” not denied by the Charter, by general law, or inconsistent with the Constitution, per Louisiana Constitution Articles VI §§ 5-6 and Terrebonne Parish Charter Sections 1-01, 1-05, 1-06, and 8-08; and

WHEREAS, in accordance with Louisiana Revised Statute 2:602, TPCG adopted and codified Terrebonne Parish Code of Ordinances Section 3-21 which created the Houma-Terrebonne Airport Commission (“HTAC”) to “serve as a governing body to administer the grounds and properties obtained jointly by the city and the parish from the United States Government” in the Airport Deed; and

WHEREAS, the Houma-Terrebonne Airport is located within the city limits of the City of Houma and, therefore, is within the jurisdiction of the HPD, operated by the TPCG; and

WHEREAS, HTAC has hired, and continues to hire, its own Airport Police personnel, all of whom will be Peace Officer Standards and Training Council (“P.O.S.T.”) certified and reserve police officers with the Houma Police Department; and

WHEREAS, HTAC expects to have its own Airport Police personnel in place by the end of 2023 and to no longer rely upon the HPD and TPSO for security; and

WHEREAS, HTAC desires to become more compliant with certain FAA and/or LADOTD guidelines in an effort to sustain its own police force and to become a Part 139 Airport under 14 CFR Part 139; and

WHEREAS, HTAC and TPCG believe that HTAC’s status as a Part 139 Airport will attract larger government and non-government business to Terrebonne Parish; and

WHEREAS, TPCG and HTAC find it is mutually beneficial to memorialize their relationship in light of HTAC’s imminent assumption of its own Airport Police personnel to provide protocol during the transition period;

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the Parish President (or Administration) is authorized to execute on behalf of the TPCG the Intergovernmental Agreement attached to and incorporated in this resolution, or an agreement substantially similar, and subject to approval by the TPCG legal department, for the purposes set forth herein.

THERE WAS RECORDED:
YEAS:

NAYS:
ABSTAINING:
ABSENT:

The Chairwoman declared the resolution adopted on this the ____ day of _____, 2023.

* * * * *

I, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2023 and subsequently ratified by the Assembled Council in Regular Session on _____, 2023 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____ 2023.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
HOUMA-TERREBONNE AIRPORT COMMISSION

HOUMA AIRPORT POLICE

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into between:

Terrebonne Parish Consolidated Government (hereinafter “TPCG”), a political subdivision of the state of Louisiana, whose mailing address is PO Box 2768, Houma LA 70361, represented herein by its Parish President, Gordon E. Dove, by virtue of Terrebonne Parish Resolution No. _____, or his duly authorized designee, Michael C. Touns, Parish Manager, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1627089; and

Houma-Terrebonne Airport Commission (hereinafter “HTAC”), a political subdivision of the state of Louisiana, whose address is 10264 East Main Street, Houma LA 70363, represented herein by its duly authorized Executive Director, Mert Pellegrin, by virtue of approval by the HTAC Board at its regularly scheduled meeting held _____, a certified copy of the minutes of that meeting being attached hereto and incorporated herein; and

who did agree as follows:

WITNESSETH:

WHEREAS, LA R.S. 33:1324, also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, pursuant to Terrebonne Parish Code of Ordinances Section 3.1 and that certain Quit Claim Deed by the United States of America filed for record at Terrebonne Parish Conveyance Entry No. 179102 (hereinafter “Airport Deed”), TPCG and the City of Houma (hereinafter “TPCG”) are the joint owners of that certain property known as the Houma-Terrebonne Airport; and

WHEREAS, TPCG is authorized by that certain Airport Deed to “use the property for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination . . .”; and

WHEREAS, in accordance with Louisiana Revised Statute 2:602, TPCG adopted and codified Terrebonne Parish Code of Ordinances Section 3-21 which created the Houma-Terrebonne Airport Commission (“HTAC”) to “serve as a governing body to administer the grounds and properties obtained jointly by the city and the parish from the United States Government” in the Airport Deed; and

WHEREAS, the TPCG operates the Houma Police Department (“HPD”), whose jurisdiction is the City of Houma; and

WHEREAS, the Houma-Terrebonne Airport is located within the city limits of the City of Houma and, therefore, is within the jurisdiction of the HPD; and

WHEREAS, due to damages caused from Hurricane Ida to the security fences surrounding the airfield, HTAC currently relies upon the HPD and the Terrebonne Parish Sheriff and his office (“TPSO”), through their extra duty detail programs, to provide security patrols to the areas surrounding the airfield at the Houma-Terrebonne Airport to keep unauthorized individuals from gaining access to the airfield, as memorialized in two certain Cooperative Endeavor Agreements (CEAs); and

WHEREAS, HTAC is in the process of hiring its own Airport Police personnel, all of whom will be Peace Officer Standards and Training Council (“P.O.S.T.”) certified and reserve police officers with the Houma Police Department; and

WHEREAS, HTAC expects to have its own Airport Police personnel in place by the end of 2023 and to no longer rely upon the HPD for security; and

WHEREAS, TPCG and HTAC find it is mutually beneficial to memorialize their relationship in light of HTAC’s imminent assumption of its own Airport Police personnel;

NOW THEREFORE, in consideration of the mutual covenants of both parties, the security of the Airport, and the facilitation of industry in Terrebonne Parish, the parties hereto agree as follows:

I. PURPOSE

The Purpose of this Agreement is set forth the complementary responsibilities of TPCG and HTAC regarding the security and operations of the Houma-Terrebonne Airport and, in part, to allow the Houma-Terrebonne Airport to become more compliant with certain FAA and/or LADOTD guidelines in an effort to become a Part 139 Airport in the near future under 14 CFR Part 139, which will attract larger government and non-government business.

II. HTAC RESPONSIBILITIES

2.1. HTAC shall:

- 2.1.1. Hire and maintain its own Airport Police personnel and obtain and maintain its own patrol vehicles;
- 2.1.2. Supply all of the weapons, ammunition, uniforms, and other equipment required to outfit its police officers including a fully marked and equipped police vehicle;
- 2.1.3. Develop internal protocols for security patrol, pursuit and detainment of suspects, and investigations;
- 2.1.4. Share all internal security, response, and law enforcement protocols and policies with the Houma Police Department;
- 2.1.5. Take into consideration recommendations of the Houma Chief of Police for revisions of the protocols and policies;
- 2.1.6. Share Airport Police personnel flow chart with the Houma Police Department; and,
- 2.1.7. Develop and implement a plan for marking and mapping the sections of the airport with business names and parking lot labels and share same with the HPD;

2.2. HTAC Airport Police personnel cannot and shall not be employees of the HPD or TPCG.

2.3. HTAC’s Airport Police personnel: HTAC’s Airport Police personnel shall maintain current and valid P.O.S.T. certification at HTAC’s costs and shall provide access to this information to HPD. HPD will assist in facilitating such training.

2.4. The purpose of this Agreement is to provide a law enforcement and patrol presence for the airfield on the Houma-Terrebonne Airport, in order to comply with Federal Aviation Administration's (FAA) and Louisiana Department of Transportation and Development's (LADOTD) rules and regulations specifically pertaining to keeping the airport secure and safe.

2.4.1. Except as otherwise provided herein, all criminal investigations for suspect activity at the HTAC shall be performed by the HPD with the assistance of the HTAC Airport Police personnel.

2.4.2. HTAC Airport Police personnel shall contact HPD, or dispatch, or the emergency response number to report all incidents which will likely require law enforcement functions including making arrests, obtaining and enforcing warrants, conducting searches, making seizures, issuing summonses or similar actions.

2.4.3. HTAC's Airport Police personnel may detain and Mirandize suspects; within the boundaries of the Houma-Terrebonne Airport; however, HTAC's Airport Police personnel shall refrain from making arrests, obtaining and enforcing warrants, conducting searches, making seizures, or issuing summonses without the explicit authority to do so by the Houma Police Department Chief or the shift commander assigned to the HTAC at the time of the action. Such authority shall be granted at the sole discretion of the HPD on a case-by-case basis.

2.4.4. Also, in the event of extreme circumstances in which HPD response is delayed or unavailable (for example, during an emergency event or in recovery following a disaster), HTAC's Airport Police personnel may be authorized by the Houma Police Chief to investigate, arrest, search, obtain and enforce warrants, or enforce seizures against suspects and their property. In this event, HTAC's Airport Police personnel shall immediately inform the Houma Police Chief, or his immediate subordinate, of such actions. Following the initial report and actions by HTAC, HPD shall have control over the matter for further handling. HTAC shall coordinate with HPD for purposes of obtaining warrants, filing and reviewing reports, and following through on investigation and prosecution.

2.4.5. HPD shall have investigatory authority over all reports made by HTAC's Airport Police personnel and maintain discretion over whether a search, warrant, seizure, arrest, or summons is warranted.

2.4.6. HTAC shall have its Airport Police personnel assist in all investigations under HPD control and provide testimony to the court when necessary for the delivery and presentation of evidence.

2.4.7. HTAC Airport Police personnel may perform internal investigations without HPD related to matters not intended to lead to summonses, arrests, or prosecution.

2.5. Radios. HTAC will provide its Airport Police personnel with radios, at HTAC's cost.

2.6. HTAC shall ensure that Airport Police personnel employed by Houma-Terrebonne Airport Commission maintain their P.O.S.T. certification as well as all yearly training required by P.O.S.T.

2.7. HTAC shall ensure that Airport Police personnel employed by Houma-Terrebonne Airport Police abide by HPD use of force policy and procedure as well as any other applicable policies.

III. TPCG RESPONSIBILITIES

3.1. TPCG shall, through the HPD:

3.1.1. Commission the Louisiana P.O.S.T. certified officers hired by HTAC as reserve HPD officers until the Houma-Terrebonne Airport Commission's Airport Police personnel is recognized as a stand-alone police department;

3.1.2. Maintain law enforcement authority within the airport;

- 3.1.3. Provide HTAC's Airport Police personnel with body cameras declared surplus by the HPD and software through evidence.com to organize and operate the body cameras at HTAC's expense;
 - 3.1.4. Add plans and maps of the airport to ZUERCHER maps;
 - 3.1.5. Provide HTAC's Airport Police Director with access to the ZUERCHER information system;
 - 3.1.6. Provide HTAC's Airport Police Director with HPD shift commander schedule, when necessary; HTAC will in turn provide HPD with the information related to HTAC officers on duty.
- 3.2. HPD Chief shall retain final decision-making authority over the Houma-Terrebonne Airport Commission's Airport Police personnel as it relates to Houma Police Department policy and procedures.

IV. COOPERATION

- 4.1. HTAC shall ensure that the Houma-Terrebonne Airport Police program complies with the requirements of 49 CFR § 1542 et seq, and HPD shall cooperate with reasonable requests from HTAC for the purpose of meeting that goal.
- 4.2. HTAC shall ensure that the Houma-Terrebonne Airport Police Program complies with the requirements of 14 CFR § 139 et seq. and, specifically, 14 CFR § 139.325 et seq. regarding the "Airport Emergency Plan" and HPD shall cooperate with reasonable requests from HTAC for the purpose of meeting that goal.
- 4.3. With reference to article 2.5 herein above, HPD will cooperate with HTAC to program radios for law enforcement purposes at HTAC's cost.
- 4.4. Sharing procurement costs for equipment: HTAC and HPD may cooperate in procuring equipment or material. In the event the parties implement joint purchases, HPD will make the procurement and then invoice HTAC for its share of the equipment plus a percentage of procurement costs on a pro-rata basis. HTAC shall pay the invoice within 15 days of receipt.
- 4.5. The parties may cooperate in the event of an emergency or disaster to stage HPD officers outposts at the airport in a location designated by HTAC. HPD shall pay costs for this outpost attributable to work not associated with the airport.
- 4.6. The parties shall notify the following entities of the newly formed HTAC's Airport Police personnel and provide all regular and emergency contact information for the HTAC's Airport Police personnel:
- 4.6.1. Terrebonne Parish Office of Homeland Security & Emergency Preparedness.
 - 4.6.2. Louisiana Emergency Response Network (Mark Boudreaux, Exec. Director, Terrebonne Parish Communications District).
 - 4.6.3. National Disaster Medical System (NDMS).
- 4.7. The parties shall cooperate, communicate, and coordinate with the following entities to update the Louisiana Region 3 Medical Institution Evacuation Plan ("MIEP") to identify the Houma-Terrebonne Airport as an Aeromedical Marshalling Point ("AMP") for Terrebonne Parish and to update the Terrebonne Parish Emergency Operations Plan with the updated MIEP:
- 4.7.1. Terrebonne Parish Office of Homeland Security & Emergency Preparedness.
 - 4.7.2. Louisiana Emergency Response Network (Mark Boudreaux, Exec. Director, Terrebonne Parish Communications District).
 - 4.7.3. National Disaster Medical System (NDMS).
 - 4.7.4. The appropriate entities and personnel in other Louisiana Region 3 Parishes.
 - 4.7.5. Medical institutions in Terrebonne Parish that do not have private contracts for emergency or disaster evacuations.

VI. INSURANCE REQUIREMENTS

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

6.1.1. Minimum Limits of Insurance:

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

6.1.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the TPCG, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy.

6.1.1.3. Business Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

- 6.1.1.3.1. Any automobiles;
- 6.1.1.3.2. Owned automobiles;
- 6.1.1.3.3. Hired automobiles;
- 6.1.1.3.4. Non-owned automobiles.

6.1.1.4. Workers Compensation and Employer Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability Coverage.

VII. INDEMNIFICATION

7.1. Each party to this agreement, shall indemnify, save, protect, and hold harmless the other party and its successors, officers, directors, agents, and employees against any and all claims, demands, suits, actions, judgments, costs, attorney's fees, or damages growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the indemnifying party, its employees, servants, contractors, subcontractors or agents.

7.2 HTAC shall indemnify, save, protect, defend, and hold harmless the Terrebonne Parish Consolidated Government, Houma Police Department, and their officers, directors, agents, and employees against any claims, demands, suits, actions, judgments, costs, attorney's fees, or damages growing out of, resulting from, or by reason of, any action or omission by Airport Police personnel acting in their capacity as law enforcement officers or performing any work

characterized as law enforcement activities, whether under the authority of the HTAC, HPD, or TPCG,

7.3. In the event of a claim or liability arising from this contract, the parties agree to apply the principle of comparative fault. Each party's liability for damages or losses shall be determined based on their respective degree of fault, as determined by a court. However, if one party is solely and exclusively at fault, they assume full responsibility without any right of contribution or indemnification from the other party. This provision shall survive the termination of the contract and is binding upon the parties and their successors.

7.4. In no event shall either party be liable to the other for any special, punitive, exemplary, loss of use, lost profits or consequential damages, regardless of the fault of any party.

7.5. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities provided to any party hereto by any Federal or Louisiana law or statute. It is clearly the intent of all parties that all parties shall be allowed to assert any and all defenses and immunities provided by Federal or Louisiana law.

7.6. The obligations under this Section shall survive termination or expiration of this Agreement.

VIII. TERMINATION

8.1. This Agreement shall be terminated under any or all of the following conditions:

8.1.1. By written mutual agreement and consent of the parties hereto.

8.1.2. For convenience by thirty (30) days written notice from one party to the other.

8.1.3. For cause by either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the reasonable control of the parties.

8.2. **Surviving Terms.** The following provisions shall survive termination or expiration of this contract: (i) any indemnification obligations and (ii) any insurance requirements owed by Contractor necessary to cover any claims against either party arising under the terms of the Contract.

IX. ADDITIONAL TERMS AND CONDITIONS

9.1. **Amendment.** This Agreement 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.

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

9.3. **Independent Parties.** Nothing in this agreement shall create any contractual relationship or third party benefits between any (i) HTAC employee or Airport Police personnel and the TPCG/HPD, (ii) TPCG/HPD employee and HTAC, (iii) HTAC contractors or subcontractors and TPCG/HPD, and (iv) TPCG/HPD contractors or subcontractors and HTAC. It is understood and agreed by the parties hereto that the HTAC is entering into this agreement in the capacity of an independent party and that nothing contained in the agreement is intended to be construed as creating any other relationship between TPCG/HPD and HTAC. The parties hereto acknowledge and agree that TPCG/HPD shall not:

- a. Withhold federal or state income taxes for HTAC or its Police Personnel and employees;

- b. Withhold federal social security tax (FICA) for HTAC or its Police Personnel and employees;
- c. Pay federal or state unemployment taxes for the account of the HTAC; or
- d. Pay workers' compensation premiums for coverage for HTAC
- e. Pay any benefits to HTAC's Police Personnel or employees
- f. Extend any rights to HTAC's Police Personnel under the Louisiana and the local Civil Service Laws.

9.4. Non-Assignment. Neither party shall assign its rights, privileges, or obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented, all of the conditions and provisions herein shall apply to the original party and such substituted party.

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

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

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

9.8. Financial Disclosure. TPCG may be audited in accordance with La. RS. 24:513. If the amount of public funds received by HTAC is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

9.9. Audit Clause. 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 HTAC which relate to this Agreement, upon request.

9.10. Non-Appropriation Clause. In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of HTAC, its successors or assigns for any further payments.

9.8. No Waiver. The failure of TPCG or HTAC 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.

9.9 Notices. Whenever any provision of the Agreement requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed to the authorized representative appearing on page one of this agreement.

9.10. Entire Agreement. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties regarding the security of the Houma-Terrebonne Airport. No representations were made or relied upon by any party, other than those that are expressly set forth. The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

9.14. Captions. The captions to the various clauses of this agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this agreement.

X. SIGNATURES

The undersigned representatives warrant and represent that they are the administrators of the entities described herein above and that they have the full power and authority to execute this agreement on behalf of the respective parties appearing herein.

10.1. TERREBONNE PARISH CONSOLIDATED GOVERNMENT

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the ____ day of _____ 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: GORDON E. DOVE, Parish President
Or: MICHAEL C. TOUPS, Parish Manager

NOTARY

10.2. HOUMA-TERREBONNE AIRPORT COMMISSION

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the _____ day of _____ 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after reading of the whole.

WITNESSES:

HOUMA-TERREBONNE AIRPORT
COMMISSION

BY: MERT PELLEGRIN
ITS: Executive Director

NOTARY



Monday, September 25, 2023

Item Title:

2023 Various Items for Budget Amendment

Item Summary:

Introduce an ordinance to amend the 2023 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. Whitney Bank, \$4,333,074
- II. Capital Projects Control Fund, \$750,000
- III. American Rescue Plan-Demolition Program, \$1,000,000
- IV. Houma Police Department, \$500
- V. Bayou Country Sports Park, \$2,000,000
- VI. Bayou Terrebonne Miter Gate, \$165,000
- VII. Housing & Human Service, \$5,000
- VIII. Community Development Block Grant, \$275,000

and call a public hearing on said matter on Wednesday, October 11, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	9/21/2023	Executive Summary
2023 Various Items for Budget Amendment	9/21/2023	Budget Amendment
2023 Various Items for Budget Amendment	9/21/2023	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 2023 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>Whitney Bank, \$4,333,074</div></div> <div><div>II.</div><div>Capital Projects Control Fund, \$750,000</div></div> <div><div>III.</div><div>American Rescue Plan-Demolition Program, \$1,000,000</div></div> <div><div>IV.</div><div>Houma Police Department, \$500</div></div> <div><div>V.</div><div>Bayou Country Sports Park, \$2,000,000</div></div> <div><div>VI.</div><div>Bayou Terrebonne Miter Gate, \$165,000</div></div> <div><div>VII.</div><div>Housing & Human Service, \$5,000</div></div> <div><div>VIII.</div><div>Community Development Block Grant, \$275,000</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)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

/s/ Kayla Dupre
Signature

September 21, 2023
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2023 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. Whitney Bank, \$4,333,074
- II. Capital Projects Control Fund, \$750,000
- III. American Rescue Plan-Demolition Program, \$1,000,000
- IV. Houma Police Department, \$500
- V. Bayou Country Sports Park, \$2,000,000
- VI. Bayou Terrebonne Miter Gate, \$165,000
- VII. Housing & Human Service, \$5,000
- VIII. Community Development Block Grant, \$275,000

SECTION I

WHEREAS, Administration is requesting funding of \$4,333,074 to purchase the Hancock Whitney Bank at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street, and

WHEREAS, the requested funding will also be used for remodeling and build out to fit the Parish needs, and

WHEREAS, the building is being purchased to provide office space to several departments and agencies within Terrebonne Parish who have been displaced because of Hurricane Ida, and

WHEREAS, the funding sources are P/W Drainage Construction Fund (\$1,827,574), Road and Bridge Construction Fund (\$500,000) and Capital Projects Control Fund (\$2,005,500).

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the purchase of the Hancock Whitney Bank. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$750,000 for the investment market value adjustment in the Capital Projects Control Fund, and

WHEREAS, the funding source is Capital Projects Control Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Capital Projects Control Fund market value adjustment. (Attachment B)

SECTION III

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds and

WHEREAS, this program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, Terrebonne Parish has not obligated all funds, and Administration would like to obligate \$1,000,000 to a demolition program to help with blighted/abandoned property throughout the parish.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the ARPA – Demolition Program. (Attachment C)

SECTION IV

WHEREAS, the Houma Police Department received donations of \$500, and

WHEREAS, the donations of \$500 will be put into the Operating Supplies account to purchase mega horns.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the Houma Police Department. (Attachment D)

SECTION V

WHEREAS, the State of Louisiana, Division of Administration Facility Planning and Control has awarded \$2,000,000 for the Bayou Country Sports Park, and

WHEREAS, this funding needs to be recognized.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment E)

SECTION VI

WHEREAS, Administration is requesting funding for the Bayou Terrebonne Miter Gate in the amount of \$165,000, and

WHEREAS, this is the match for capital outlay, and

WHEREAS, the funding source is from the Parishwide Drainage Construction Fund.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for Bayou Terrebonne Miter Gate. (Attachment F)

SECTION VII

WHEREAS, Terrebonne Parish Consolidated Government has received a utility assistance donation from Atmos Energy in the amount of \$5,000, and

WHEREAS, the donation will be put into the Housing and Human Services Department to assist Atmos Energy customers in need.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the Housing and Human Services Department. (Attachment G)

SECTION VIII

WHEREAS, the Community Development Block Grant (CDBG) is funding the purchase of land for two Head Start classrooms and a Community Facility in the amount of \$275,000, and

WHEREAS, the funds will be put in the Land Purchases account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the CDBG Land Purchases. (Attachment H)

SECTION IX

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 X

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 XI

This Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

Prepared By: Finance Department
PC File: 2023-Various Items – O
Date Prepared: 9/19/23 BA #16

ATTACHMENT A - Whitney Bank

	2023		
	Adopted	Change	Amended
transfer to P/W Drainage Construction	217,018	1,400,000	1,617,018
Fund Balance (Decrease)	n/a	(1,400,000)	n/a
Mount Pilgrim Forced Drainage	1,803,526	(277,574)	1,525,952
D-18 Pump Station Replacement	7,186,550	(1,400,000)	5,786,550
D-18 Pump Station Replacement	5,786,550	1,400,000	7,186,550
Bayou LaCache (Bayouside Dr. Culverts)	75,000	(75,000)	-
Bayouside Dr. Drainage	75,000	(75,000)	-
Transfer from Drainage Tax Fund	(217,018)	(1,400,000)	(1,617,018)
Transfer to Capital Projects Fund		1,827,574	1,827,574
Parking Garage Elevators	495,000	(245,000)	250,000
Parking Garage Security	75,000	(75,000)	-
Government Towers Generator	70,629	(45,500)	25,129
Paved Shoulders - Main Project	150,000	(150,000)	-
Village East Community Center	999,130	(650,000)	349,130
Pontoon Bridge Major Repairs	500,000	(500,000)	-
Transfer to Capital Projects Fund		500,000	500,000
Transfer from P/W Drainage Constr.		(1,827,574)	(1,827,574)
Transfer from Road Construction		(500,000)	(500,000)
Public Works Complex	1,046,384	(840,000)	206,384
Whitney Bank		4,333,074	4,333,074

ATTACHMENT B - Capital Projects Fund

	2023		
	Adopted	Change	Amended
Parking Garage Elevators	250,000	(250,000)	-
Parish Sports Park Complex	5,666,047	(500,000)	5,166,047
Fund Balance (Increase)	n/a	750,000	n/a
Parish Sports Park Complex	5,166,047	500,000	5,666,047
Transfer from Parishwide Recreation		(500,000)	(500,000)
Transfer to Capital Projects Fund		500,000	500,000
Fund Balance (Decrease)	n/a	(500,000)	n/a

ATTACHMENT C - American Rescue Plan

	2023		
	Adopted	Change	Amended
ARPA-Demolition Program		1,000,000	1,000,000
Fund Balance (Decrease)	n/a	(1,000,000)	n/a

ATTACHMENT D - Houma Police Dept

	2023		
	Adopted	Change	Amended
Miscellaneous-Other		(500)	(500)
Operating Supplies	37,908	500	38,408

ATTACHMENT E - Bayou Country Sports Park

	2023		
	Adopted	Change	Amended
Parish Sports Park Comple	5,666,047	2,000,000	7,666,047
FP&C BCSP-Soccer Expansion	(3,949,138)	(2,000,000)	(5,949,138)

ATTACHMENT F - Bayou Terrebonne Miter Gate

	2023		
	Adopted	Change	Amended
Ward 7 Drainage Levee	67,290	(67,290)	-
Company Canal Rd Pump Station	106,057	(97,710)	8,347
Transfer to Capital Projects Fund	1,827,574	165,000	1,992,574
Transfer from P/W Drainage Constr	(1,827,574)	(165,000)	(1,992,574)
Bayou Terrebonne Miter Gate	42,518	165,000	207,518

ATTACHMENT G - Housing & Human Services

	2023		
	Adopted	Change	Amended
Miscellaneous-Other	(30,000)	(5,000)	(35,000)
Atmos	-	5,000	5,000

ATTACHMENT H - Community Development Block Grant

	2023		
	Adopted	Change	Amended
CDBG	(930,038)	(275,000)	(1,205,038)
Land Purchases		275,000	275,000

Sections I, II, III

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, September 19, 2023 7:36 AM
To: Kayla Dupre
Subject: Budget Amendments
Attachments: Budget Amendment Inserts (Whitney, Market Value, ARPA).xlsx; Budget Amendments (Whitney, Market Value, ARPA).docx

Kayla,

Attached are the three budget amendments to add to the agenda for next week

1. Whitney Bank
2. Capital Projects Fund market value adjustment
3. Demolition Program

Thanks,

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457



Saltwater Fishing Capital of the World

SECTION I

WHEREAS, Administration is requesting funding of \$4,333,074 to purchase the Hancock Whitney Bank at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Rousseil Street and Belanger Street, and

WHEREAS, the building is being purchased to provide office space to several departments and agencies within Terrebonne Parish who have been displaced because of Hurricane Ida, and

WHEREAS, the funding sources are P/W Drainage Construction Fund (\$1,827,574), Road and Bridge Construction Fund (\$500,000) and Capital Projects Control Fund (\$2,005,500).

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the purchase of the Hancock Whitney Bank. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding of \$750,000 for the investment market value adjustment in the Capital Projects Control Fund, and

WHEREAS, the funding Capital Projects Control Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Capital Projects Control Fund market value adjustment. (Attachment A)

SECTION III

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds and

WHEREAS, this program is intended to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, Terrebonne Parish has not obligated all funds, and Administration would like to obligate \$1,000,000 to a demolition program to help with blighted/abandoned property throughout the parish.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Adopted Operating Budget be amended for the ARPA – Demolition Program. (Attachment A)

Budget Amendment for Investment Adjustment

659-194-8912-13	Parking Garage Elevators	(250,000.00)
659-501-8913-20	Parish Sports Park Complex	(500,000.00)
659-000-5111-00	Fund Balance	750,000.00
659-501-8913-20	Parish Sports Park Complex	500,000.00
659-000-7102-80	Parishwide Recreation	(500,000.00)
280-999-9106-59	Capital Projects	500,000.00
280-000-5111-00	Fund Balance	(500,000.00)

Budget Amendment for Whitney Bank

252-999-9106-55	Capital Projects Fund	1,400,000.00
252-000-5111-00	Fund Balance	(1,400,000.00)
655-351-8929-94	Mount Pilgrim Forced Drainage	(277,574.00)
655-351-8939-17	D-18 Pump Station Replacement	(1,400,000.00)
655-351-8939-17	D-18 Pump Station Replacement	1,400,000.00
655-351-8939-20	Bayou LaCache (Bayouside Dr. Culverts)	(75,000.00)
655-351-8939-23	Bayouside Dr. Drainage	(75,000.00)
655-000-7102-52	Drainage Maintenance Fund	(1,400,000.00)
655-999-9106-59	Capital Projects Fund	1,827,574.00
659-194-8912-13	Parking Garage Elevators	(245,000.00)
659-194-8912-16	Parking Garage Security	(75,000.00)
659-194-8915-10	Government Towers Generator	(45,500.00)
659-301-8941-15	Paved Shoulders - Main Project	(150,000.00)
659-501-8913-32	Village East Community Center	(650,000.00)
661-310-8916-36	Pontoon Bridge Major Repairs	(500,000.00)
661-999-9106-59	Capital Projects Fund	500,000.00
659-000-7106-55	Drainage Construction Fund	(1,827,574.00)
659-000-7106-61	Road and Bridge Construction Fund	(500,000.00)
659-194-8912-07	Public Works Complex	(840,000.00)
659-194-8912-25	Whitney Bank	4,333,074.00

ARPA Budget Amendment in 2023

201-206-8353-05	ARPA - Demolition Program	1,000,000.00
201-000-5111-00	Fund Balance	(1,000,000.00)

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-25
WHITNEY BUILDING**

TOTAL FUNDING	\$	4,333,074
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	4,333,074

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Oct-23	PENDING	FROM 655-351-8929-94 FD 255		277,574					
Oct-23	PENDING	FROM 655-351-8939-17 FD 255		1,400,000					
Oct-23	PENDING	FROM 655-351-8939-20 FD 255		75,000					
Oct-23	PENDING	FROM 655-351-8939-23 FD 255		75,000					
Oct-23	PENDING	FROM 659-194-8912-13 FD 255		245,000					
		FROM 659-194-8912-16 FD 255		75,000					
		FROM 659-194-8941-15 FD 255		45,500					
		FROM 659-501-8941-15 FD 255		150,000					
		FROM 659-301-8941-15 FD 255		650,000					
		FROM 661-310-8916-36 FD 255		500,000					
		FROM 659-194-8912-07 FD 255		840,000					
FUNDS AVAILABLE			\$ -	\$ 4,333,074	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT:

DESCRIPTION: UPGRADE HVAC SYSTEM AT DUMAS
AUDITORIUM.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-07
PUBLIC WORKS COMPLEX
PROJECT # 12-RDS-04**

TOTAL FUNDING	\$	602,468
EXPENDITURES THRU 12/31/22		(396,084)
PROJECT BALANCE	\$	206,384

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-08	ORD 7401	FD 151 GENERAL FUND	250,000						
Jan-08	ORD 7401	FD 255 CAPITAL SALES TAX FUND	100,000						
May-15	ORD 8557	TO 659-442-8911-10 GEN FUND	(98,879)						
Nov-15	ORD 8654	FUND BALANCE	85,000						
Aug-16	LIA 025	FROM 659-194-8932-15 GEN FUND	30,000						
Aug-16	LIA 025	FROM 659-194-8912-11 GEN FUND	26,347						
Jan-20	ORD 9117	FD 255 CAPITAL SALES TAX FUND	50,000						
Jan-22	ORD 9336	FD 255 1/4% SALES FUND	1,000,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(840,000)					
LESS PRIOR YEARS EXPENDITURES			(396,084)						
FUNDS AVAILABLE			\$ 1,046,384	\$ (840,000)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: STANTEC CONSULTING SERVICES, INC.
DELTA COAST CONSULTANTS**

DESCRIPTION: TO RELOCATE AND EXPAND THE PUBLIC WORKS SERVICES TO AN AREA OF THE PARISH WHICH PROVIDES CENTRALIZED ACCESS FROM FLOODING DURING ACTIVE STORM SEASONS AND PROTECTION OFFERES. K512

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-32
VILLAGE EAST COMMUNITY CENTER
PARISH PROJECT # 23-BLDG-07**

TOTAL FUNDING	\$	350,000
EXPENDITURES THRU 12/31/22		(870)
PROJECT BALANCE	\$	349,130

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	650,000						
Jul-21	ORD 9295	ARP- FUND 201	350,000						
Oct-23	PENDING	TO 659-194-8912-25 PIB		(650,000)					
LESS PRIOR YEARS EXPENDITURES			(870)						
FUNDS AVAILABLE			\$ 999,130	\$ (650,000)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER: THE MERLIN GROUP, LTD

DESCRIPTION: To construct a Community Center in Village East.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-301-8941-15
PAVED SHOULDERS MAIN PROJECT ROAD**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Jan-21	ORD 9221	FROM FD 255 1/4% CAPITAL SALES TAX	150,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(150,000)					

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	\$	150,000	\$	(150,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: Study the Barrier Island Sand Retention.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-301-8941-15
PAVED SHOULDERS MAIN PROJECT ROAD**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-21	ORD 9221	FROM FD 255 1/4% CAPITAL SALES TAX	150,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(150,000)					

LESS PRIOR YEARS EXPENDITURES

FUNDS AVAILABLE	\$	150,000	\$	(150,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: Study the Barrier Island Sand Retention.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8915-10
GOHSEP STATEWIDE GENERATOR
GOVT. TOWER STWIDE GENERATOR PROGRAM
HMGP-1786-022-002
FEMA-1786-DR-LA PROJECT # 0128
R: 659-000-6318-19**

TOTAL FUNDING	\$	1,021,071
EXPENDITURES THRU 12/31/22		(995,942)
PROJECT BALANCE	\$	25,129

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jun-17	ORD 8851	HMGP1786-FEMA	712,500						
Jun-17	ORD 8851	FROM 655-351-8929-26 FD 151	237,500						
Jan-18	ORD 8915	EXCHANGE FUNDS 151	(157,500)						
Jan-18	ORD 8915	EXCHANGE FUNDS 255	157,500						
Jan-18	ORD 8915	EXCHANGE FUNDS 151	(80,000)						
Jan-18	ORD 8915	EXCHANGE FUNDS 659	80,000						
Dec-18	ORD 9020	FROM 662-194-8912-01 FD 662	69,801						
Dec-18	ORD 9020	FROM 662-194-8912-25 FD 151	300,199						
Mar-19	ORD 9040	TO 662-194-8912-25- FD 151	(300,199)						
Mar-20	ORD 9139	HMGP1786-FEMA	46,770						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(45,500)					
LESS PRIOR YEARS EXPENDITURES			(995,942)						
FUNDS AVAILABLE			\$ 70,629	\$ (45,500)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: MARRERO, COUVILLON AND ASSOCIATES
CONTRACTOR: THOMASSIE CONSTRUCTION**

DESCRIPTION: GENERATOR PROJECT FOR GOVERNMENT
TOWER AND PORT COMMISSION TO OBTAIN
GENERATORS VIA PROJECT WITH GOHSEP

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-194-8912-16
PARKING SECURITY GATES
GOVT TOWER PARKING
SECURITY GATES/ACCESS CONTROL

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-22	ORD 9336	1/4% Capital Sales Tax Fund	75,000						
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(75,000)					

FUNDS AVAILABLE	\$	75,000	\$	(75,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update or upgrade security gates at the Govt Tower

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-13
PARKING GARAGE ELEVATORS**

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-22	ORD 9336	FUND 255 1/4% SALES TAX FUND	495,000						
Oct-23	Pending	FUND 255 Close to Fund Balance		(250,000)					
Oct-23	Pending	TO 659-194-8912-25 FD 255		(245,000)					

FUNDS AVAILABLE	\$	495,000	\$	(495,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update the elevators in the Parking Garage.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

**661-310-8916-36
PONTOON BRIDGE MAJOR REPAIRS
R: 661-000-6318-02**

TOTAL FUNDING	\$	249,790
EXPENDITURES THRU 12/31/22		(249,790)
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Aug-06	ORD 7186	FD 251 ROAD & BRIDGE O&M	245,000						
Nov-06	ORD 7245	DOTD	94,571						
Apr-18	ORD 9043	TO 251-310-8431-99	(89,781)						
Jan-23	ORD 9446	FROM 255 1/4% SALES TAX FUND		500,000					
Oct-23	PENDING	TO 659-194-8912-25 FD 255		(500,000)					
LESS PRIOR YEARS EXPENDITURES			(249,790)						
FUNDS AVAILABLE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: MAJOR REPAIRS TO THE DULAC PONTOON
BRIDGE TO BE REPAIRED BY THE STATE. REPLACE
TIMBER APPROACH @ PONTOON BRIDGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-23
BAYOUSIDE DRIVE DRAINAGE

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	75,000						
Oct-23	PENDING	TO 659-194-8912-25 PIBS		(75,000)					
LESS PRIOR YEARS EXPENDITURES									
FUNDS AVAILABLE			\$ 75,000	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: To excavate & install cross culverts along Bayouside Drive

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-20
BAYOU LACACHE (BAYOUSIDE DRIVE CULVERTS)

TOTAL FUNDING	\$	-
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	75,000						
Oct-23	PENDING	TO 659-194-8912-25 PIBS		(75,000)					
LESS PRIOR YEARS EXPENDITURES									
FUNDS AVAILABLE			\$ 75,000	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -

DESCRIPTION: To improve Bayou LaCache Basin

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-17
D-18 Pump Station Replacement
DULARGE WEST PUMP STATION REPLACEMENT
PARISH PROJECT # 20-DRA-03
FP& C PROJECT # 50-J55-22-01
R: 655-000-6318-17
R: 655-000-6342-17
E: 282-687-8359-03

TOTAL FUNDING	\$	7,262,765
EXPENDITURES THRU 12/31/22		(76,215)
PROJECT BALANCE	\$	<u>7,186,550</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Nov-19	ORD 9110	FROM TLCD	500,000						
Feb-21	ORD 9244	CLOSE OUT	(423,785)						
Dec-22	ORD 9440	FACILITY PLANNING & CONTROL	5,750,000						
Dec-22	ORD 9440	FROM 255 1/4% SALES TAX FUND	36,550						
Jan-23	ORD 9446	FROM 255 1/4% SALES TAX FUND		1,400,000					
Oct-23	PENDING	FROM 252 DRAINAGE MAINTENANCE FUND		1,400,000					
Oct-23	PENDING	TO 659-194-8912-25 FD 255 1/4% SALES TAX FUND		(1,400,000)					
LESS PRIOR YEARS EXPENDITURES			(76,215)						
FUNDS AVAILABLE			\$ 5,786,550	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER: DELTA COAST CONSULTANTS

DESCRIPTION: Replace D-18 Pump Station and Grant of Right to Reach B Access Road, this will be done in conjunction with the TLCD.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8929-94
MOUNT PILGRIM FORCED DRAINAGE (6-3) HUMPHRIES
PROJECT # 01-DRA-44
R# 655-000-6343-13

TOTAL FUNDING	\$	1,817,686
EXPENDITURES THRU 12/31/22		(291,734)
PROJECT BALANCE	\$	1,525,952

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-98	LIA 025	FD 655 UNALLOCATED INTEREST	20,000						
Jan-02	LIA 005	ORD 6430 FUND 699 2000 PUB IMPRV	50,000						
Jan-03	ORD 6699	FUND 252 DRAINAGE TAX FUND	150,000						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 655 INTEREST	125,014						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 252	67,678						
Jan-05	ORD 6942	FROM 655-351-8929-79 FD 255	17,308						
Jan-06	ORD 7061	DEPT OF TRANSPORTATION & DEV	1,405,260						
Jan-06	ORD 7061	FD 655 DRAINAGE CONSTRUCTION FD	116,196						
Jan-06	ORD 7061	FD 255 CAPITAL SALES TAX FUND	143,804						
Aug-06	ORD 7185	FD 255 CAPITAL SALES TAX FUND	100,000						
Jan-07	ORD 7234	FD 151 GENERAL FUND	200,000						
Jan-09	ORD 7566	FD 151 GENERAL FUND	200,000						
Jul-17	ORD 8860	TO 655-351-8939-07 FD 151	(500,000)						
Oct-23	PENDING	TO 659-194-8912-25 (FD 255)		(277,574)					
LESS PRIOR YEARS EXPENDITURES			(291,734)						
FUNDS AVAILABLE			\$ 1,803,526	\$ (277,574)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: T. BAKER SMITH, LLC
DELTA COAST CONSULTANTS

DESCRIPTION: PREPARE PLANS TO CONSTRUCT A NEW DRAINAGE
PUMP STATION CLEANING OUT CANALS AND DITCHES
AND INSTALLING CROSS DRAIN SLIDE GATES.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-35

TOTAL FUNDING	\$	11,751,808
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	<u>6,849,461</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
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	ORD 9379	FROM 659-000-8912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23		TO 659-501-8913-36 FP&C		(826,853)					
Sep-23		FROM 659-501-8913-36 FD 255		10,267					
Oct-23	PENDING BA	FACILITY PLANNING & CONTROL		2,000,000					
Oct-23	PENDING BA	FD 255 CLOSE TO FUND BALANCE		(500,000)					
Oct-23	PENDING BA	FD 280 P/W RECREATION FUND		500,000					
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (386,915)	\$ -	\$ -	\$ -	\$ -	\$ -

**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.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-194-8912-13
PARKING GARAGE ELEVATORS**

TOTAL FUNDING	\$	245,000
EXPENDITURES THRU 12/31/22		-
PROJECT BALANCE	\$	245,000

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Jan-22	ORD 9336	FUND 255 1/4% SALES TAX FUND	495,000						
Oct-23	Pending	FUND 255 Close to Fund Balance		(250,000)					

FUNDS AVAILABLE	\$	495,000	\$	(250,000)	\$	-	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: To update the elevators in the Parking Garage.

Section IV

Vendor Vendor Name
14155 HOUMA POLICE DEPT

Date Check No.
8/10/2023 99901392

Location	Invoice Number	Invoice Date	Invoice Amount	Terms/Discount	Amount Paid
Rouses Market #998	81023	8/10/2023	\$500.00	\$0.00	\$500.00
Total -					\$500.00

704-000-6494-00

704-211-8225-01

www.houma.gov

denation

BA to operating supplies
Gen Mega front

JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION



September 7, 2023

Mr. Gordon E. Dove
Parish President
Terrebonne Parish
P.O. Box 2768
Houma, LA 70361
Email: jbray@tpcg.org

Re: Terrebonne Sports Complex,
Planning and Construction
(Terrebonne)
FP&C Project No. 50-NTG-13-01

Dear Mr. Dove:

Please find attached, a copy of State Funding Summary #4. The current level of funding as shown in the Funding Summary has been revised to reflect a change in the funding for the project.

The Funding Summary represents the current level of funding provided by the State and states the FPC Administrative fee and the local match amount required by La. R.S. 39:112 (E). The Detailed Allocation of Project Funding previously identified as Exhibit A will no longer be utilized.

If you have any questions, please contact me at 504-568-8849 or Rene.Becnel@LA.GOV.

Thank you for your cooperation.

Sincerely,

Rene Becnel

Rene Becnel
Project Manager

R.B.:ck

Enclosures

c: Meagan Sibley, CapitalOutlay@la.gov, via email w/attachments
Rene Becnel, via email w/attachments

Section II
Facility Planning and Control
State of Louisiana
Division of Administration
654-501-8913-20 \$2,000,000.00
654-000-6342-11 \$2,000,000.00

RECEIVED
SEP 12 2023
TPCG FINANCE DEPT.

FUNDING SUMMARY
THE STATE OF LOUISIANA and
Terrebonne Parish
Terrebonne Sports Complex, Planning and Construction
(Terrebonne)
FP&C Project No. 50-NTG-13-01

REVISION NO. 4 Date: September 6, 2023

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
465	2023	GO Bond LOC	\$1,939,000			\$1,939,000
465	2023	General Fund Non-Recurring Revenue	\$2,000,000			\$2,000,000
117	2022	Capital Outlay Savings Fund	\$2,000,000			\$2,000,000
485	2021	22A Bond Sale	\$45,000			\$45,000
2	2020	State General Fund	\$9,900			\$9,900
4	2017	17B Bond Sale	\$667,800			\$667,800
16	2016	17A Bond Sale	\$1,308,300			\$1,308,300
TOTAL			\$7,970,000		\$2,656,667	\$10,626,667
		FPC ADMIN.	\$75,000			

Federal Tax Identification for Entity: 72-6001390

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in the CEA.
4. The estimated cost of construction is \$9,500,000.00 per the 2023-24 Capital Outlay Request.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-35

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
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	ORD 9379	FROM 659-000-6912-00	11,662						
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285	688,447						
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255	404,959						
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND	56,441						
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND	675,000						
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND	675,000						
Dec-22	ORD 9445	FACILITY PLANNING & CONTROL	2,984,000						
Jun-23	LIA #37	TO 659-501-8913-36 FP&C		(1,177,747)					
Jun-23	LIA #37	TO 659-501-8913-36 FD 255		(392,582)					
Sep-23		TO 659-501-8913-36 FP&C		(826,853)					
Sep-23		FROM 659-501-8913-36 FD 255		10,267					
Oct-23	PENDING BA	FACILITY PLANNING & CONTROL		2,000,000					
LESS PRIOR YEARS EXPENDITURES			(4,902,347)						
FUNDS AVAILABLE			\$ 7,236,376	\$ (386,915)	\$ -	\$ -	\$ -	\$ -	\$ -

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.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-35**

TOTAL FUNDING	\$	11,751,808
EXPENDITURES THRU 12/31/22		(4,902,347)
PROJECT BALANCE	\$	6,849,461

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8872	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

Section VI

Felicia Aubert

From: Kandace Mauldin
Sent: Friday, September 15, 2023 8:28 AM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for \$165,000 for our match to capital outlay for the Bayou Terrebonne Miter Gate. The funding sources are from:

- 655-351-8929-81 - \$67,290
- 655-351-8939-09 - \$75,390 (Drainage)
- 655-351-8939-09 - \$22,320 (GOMESA)

Thanks

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457

659-351-8929-10



Saltwater Fishing Capital of the World

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-351-8929-10
BAYOU TERREBONNE MITER GATE**

TOTAL FUNDING	\$	230,000
EXPENDITURES THRU 12/31/22		(22,482)
PROJECT BALANCE	\$	<u>207,518</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Oct-23	PENDING BA	FROM 655-351-8929-81 FD 252		67,290					
Oct-23	PENDING BA	FROM 655-351-8939-09 FD 252		75,390					
Oct-23	PENDING BA	FROM 655-351-8939-09 GOMESA		22,320					
LESS PRIOR YEARS EXPENDITURES			(22,482)						
FUNDS AVAILABLE			<u>\$ 42,518</u>	<u>\$ 165,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: To study/engineer a Miter Gate near Company Canal.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8929-81
WARD SEVEN (7) DRAINAGE LEVEE PHASE I, PHASE II
PROJECT # 08-LEV-41, 09-LEV-18, & 09-LEV-01
R# 655-00-6343-14

TOTAL FUNDING	\$	17,300,183
EXPENDITURES THRU 12/31/22		(17,300,183)
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-03	ORD 6699	FUND 255 1/4% CAPITAL SALES TAX	300,000						
Jan-05	ORD 6942	FUND 255 1/4% CAPITAL SALES TAX	200,000						
Oct-05	ORD 7052	FUND 252 DRNG TAX FD (EMERG FD 200)	600,000						
Jan-06	ORD 7061	FUND 252 DRNG TAX FUND	190,000						
Jan-06	ORD 7077	FROM 655-351-8929-88 FD 151	15,939						
Jan-06	ORD 7077	FROM 655-351-8929-13 FD 255	24,639						
Jan-06	ORD 7077	FROM 655-351-8929-32 GENERAL FD PILOT	51,148						
Jan-06	ORD 7077	FROM 655-351-8929-73 FD 252	305,802						
Jan-06	ORD 7077	FROM 655-351-8929-43 FD 255	39,301						
Jan-06	ORD 7077	FROM 655-351-8929-96 FD 255	32,109						
Jan-06	ORD 7077	FROM 655-351-8929-52 GENERAL FD PILOT	11,583						
Jan-06	ORD 7077	FROM 655-351-8929-80 SEPT 96 BOND ISS	120,236						
Jan-06	ORD 7077	FROM 655-351-8929-31 FD 655	13,445						
Jan-06	ORD 7077	FROM 655-351-8929-09 FD 252	31,394						
Jan-06	ORD 7077	FROM 655-351-8929-03 FD 252	10,891						
Jan-06	ORD 7077	FROM 655-351-8929-71 MARCH 93 BOND ISS	3,085						
Jan-06	ORD 7077	FROM 655-351-8929-00 FD 255	20,000						
Jan-06	ORD 7077	FROM 659-310-8912-14 GENERAL FD PILOT	58,253						
Jan-06	ORD 7077	FROM 659-652-8913-03 GENERAL FUND	3,686						
Jan-06	ORD 7077	FROM 659-301-8411-30 GENERAL FUND	10,098						
Jan-06	ORD 7077	FROM 659-310-8916-75 FD 659 INTEREST	7,946						
Jan-06	ORD 7077	FROM 659-301-8929-03 GENERAL FUND	103,065						
Jan-06	ORD 7077	FROM 659-201-8912-24 GENERAL FUND	350,664						
Jan-06	ORD 7077	FROM 659-301-8411-29 GENERAL FUND	779						
Jan-06	ORD 7077	GENERAL FUND	1,000,000						
Jan-06	ORD 7077	FD 656 GENERAL FUND	2,500,000						

CONTINUED ON NEXT PAGE

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

**655-351-8929-81
WARD SEVEN (7) DRAINAGE LEVEE PHASE I, PHASE II (CONTINUED)
PROJECT # 08-LEV-41, 09-LEV-18, & 09-LEV-01**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Dec-06	ORD 7249	FRM 655-351-8929-45 1/4% CAP SALES TAX	527,926						
Dec-06	ORD 7249	FRM 655-351-8929-46 1/4% CAP SALES TAX	2,000						
Dec-06	ORD 7249	FROM 655-351-8929-46 DRNG TAX FD	248,000						
Dec-06	ORD 7249	FUND 255 1/4% CAPITAL SALES TAX	654,211						
Feb-07	ORD 7271	FROM 655-351-8929-27 DRNG TAX FD	250,000						
Oct-07	ORD 7368	TO 698-310-8916-01 GENERAL FUND	(2,000,000)						
Jan-08	ORD 7401	FUND 151 GENERAL FUND	1,039,604						
Jan-08	ORD 7401	FUND 255 1/4% CAPITAL SALES TAX	960,396						
Oct-08	ORD 7547	FD 200 DEDICATED EMERGENCY FUND	1,000,000						
Jan-09	ORD 7566	FUND 151 GENERAL FUND	2,000,000						
May-09	ORD 7637	FUND 252 DRAINAGE TAX FUND	1,989,356						
Jun-09	ORD 7654	DEPT OF TRANSPORTATION & DEV	1,305,203						
Aug-09	ORD 7696	DEPT OF TRANSPORTATION & DEV	1,100,000						
Jan-10	ORD 7744	FUND 151 GENERAL FUND	850,000						
Sep-10	ORD 7895	APACHE LOUISIANA MINERALS, INC	500,000						
Sep-10	ORD 7895	DEPT OF TRANSPORTATION & DEV	557,712						
Jan-12	ORD 8091	DEPT OF TRANSPORTATION & DEV	1,100,000						
Mar-12	ORD 8097	DEPT OF TRANSPORTATION & DEV	70,020						
Sep-12	ORD 8161	DEPT OF TRANSPORTATION & DEV	876,314						
Jan-13	ORD 8247	TO 655-351-8929-05 GENERAL FUND	(692,208)						
Jan-13	ORD 8247	TO 655-351-8929-66 GENERAL FUND	(157,792)						
Jan-13	ORD 8247	TO 655-351-8929-66 DRNG TAX FUND	(37,395)						
Jan-13	ORD 8247	TO 655-351-8929-63 FD 252 DRNG TAX	(300,000)						
Feb-14	ORD 8401	TO 655-351-8929-93 FD 151	(277,059)						
Nov-20	ORD 9211	TO 641-351-8929-07 FD 252	(202,878)						
Oct-23	PENDING BA	TO 659-351-8929-10 FD 252		(67,290)					
LESS PRIOR YEARS EXPENDITURES			(17,300,183)						
FUNDS AVAILABLE			\$ 67,290	\$ (67,290)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: T BAKER SMITH AND SHAW COASTAL
CONTRACTOR: CIVIL CONSTRUCTION CONTRACTORS, INC.
PHYLWAY CONSTRUCTION, INC. (PH 2A)**

DESCRIPTION: PHASE I TO PROVIDE A LEVEE FROM LASHBROOK TO BOUDREAUX CANAL. PHASE II TO PROVIDE A LEVEE FROM BAYOU NEUF TO LASHBROOK PUMP STATION.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024- FIVE YEAR CAPITAL OUTLAY
FUND 655 - PARISHWIDE DRAINAGE CONSTRUCTION FUND**

655-351-8939-09
COMPANY CANAL ROAD PUMP STATION
BOURG CULVERTS/GATES
PARISH PROJECT 20-DRA-32

TOTAL FUNDING	\$	12,957
EXPENDITURES THRU 12/31/22		(4,610)
PROJECT BALANCE	\$	8,347

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Jan-18	ORD 8915	FUND 252 DRAINAGE TAX FUND	80,000						
Jun-19	ORD 9055	FROM 655-351-8939-11 GOMESA	30,667						
Oct-23	PENDING BA	TO 659-310-8929-10 FD 252		(75,390)					
Oct-23	PENDING BA	TO 659-310-8929-10 GOMESA		(22,320)					
LESS PRIOR YEARS EXPENDITURES			(4,610)						
FUNDS AVAILABLE			\$ 106,057	\$ (97,710)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: DAVID WAITZ, ENGINEERING

DESCRIPTION: INSTALLING A CULVERT/GATES. ALSO, WILL BE
ADDING A P/S AT THE COMPANY CANAL ROAD.

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2024 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

**659-351-8929-10
BAYOU TERREBONNE MITER GATE**

TOTAL FUNDING	\$	230,000
EXPENDITURES THRU 12/31/22		(22,482)
PROJECT BALANCE	\$	<u>207,518</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2023	2024	2025	2026	2027	2028
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Oct-23	PENDING BA	FROM 655-351-8929-81 FD 252		67,290					
Oct-23	PENDING BA	FROM 655-351-8939-09 FD 252		75,390					
Oct-23	PENDING BA	FROM 655-351-8939-09 GOMESA		22,320					
LESS PRIOR YEARS EXPENDITURES			(22,482)						
FUNDS AVAILABLE			\$ 42,518	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: To study/engineer a Miter Gate near Company Canal.

Section VII

101-653-8311-22

Chantelle Bunch

From: Melanie VanBuren
Sent: Wednesday, September 6, 2023 9:23 AM
To: Chantelle Bunch
Cc: Lakeisha Ray
Subject: FW: Fueling Safe and Thriving Communities (FSTC) Donation

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

From: Nelson, Phoenix <Phoenix.Nelson@atmosenergy.com>
Sent: Wednesday, September 6, 2023 9:12 AM
To: Melanie VanBuren <mvanburen@tpcg.org>
Subject: RE: Fueling Safe and Thriving Communities (FSTC) Donation

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. DO NOT click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Good morning,

Per our discussion over the phone, I need your agency's mailing address and your agency's W9 as soon as possible in order to get this restricted donation out to your agency.

Mailing Address:

Contact Name: Melanie Van Buren
Contact Email: mvanburen@tpcg.org
Contact Phone Number: 985-219-2927

Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

From: Nelson, Phoenix
Sent: Tuesday, September 5, 2023 3:33 PM
To: 'mvanburen@tpcg.org' <mvanburen@tpcg.org>
Subject: RE: Fueling Safe and Thriving Communities (FSTC) Donation

Hey Melanie,

I wanted to follow up on this and see if you all are still interested in this donation. We need to send donations out by the end of the week. Please let me know if you need any additional information from me. Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

From: Nelson, Phoenix
Sent: Thursday, August 31, 2023 3:02 PM
To: mvanburen@tpcg.org
Subject: Fueling Safe and Thriving Communities (FSTC) Donation

Good afternoon,

As we spoke about earlier, Atmos Energy would like to make a \$5,000 restricted donation to Terrebonne Parish Consolidated Government to be used to assist Atmos Energy customers. In the past, a similar donation was allowed to be used for bill assistance, deposits, and reconnection fees in addition to weatherization, natural gas appliance replacement/repair, and customer-owned Natural Gas Line Repair/Replacement. These guidelines are subject to change.

We also required monthly reporting that included customer's name, account number, address, dollars spent on customer, what dollars were used for, and demographic information. This is also subject to change.

We would like to get this donation sent out next week. With a quick turnaround, we would prefer to do an ACH donation, but we can also send out a check in the mail for this donation. If you prefer check, you will need to send us a W9. Additionally, we would need your agency's mailing address and a contact name, email address, and phone number.

If you have any questions, please let me know. Thank you!

Phoenix Nelson | Energy Assistance Specialist | Atmos Energy Corporation |
Phoenix.Nelson@atmosenergy.com | www.atmosenergy.com

Section VIII

Terrebonne Parish Consolidated Government
2023 Budget Amendment
Housing/Urban Dev Grant
CDBG

This amendment is to incorporate \$275,000 from Department of Housing & Urban Development to purchase land for two Head Start classrooms and a Community Facility.

		Current	Change	Revised
225-618-8911-01	Land Purchases	0	275,000	275,000
225-000-6316-08	CDBG	(930,038)	(275,000)	(1,205,038)

Heather Odom

Subject: FW: 225-618 Charges

From: Antoine Foret <aforet@tpcg.org>
Sent: Wednesday, August 30, 2023 8:42 AM
To: Heather Odom <hodom@tpcg.org>
Subject: RE: 225-618 Charges

This is going to be CDBG projects. After my environmental is completed today, I will submit an authorization to use grant funds to HUD.

Upon the return of the AUGF, I will set up two IDIS accounts.

Parkwood Place Community Property Acquisition
Head Start Facility Property Acquisition

HUD has 15 days to do a public period as well. Therefore, I should get the AUGF after the 15th.

Please just hold off on this to be included in a draw.

We have the signed agreements. The 2023 funds will be available in IDIS. I'm completing the environmental reviews today.

This also means that I will need help making funds available to purchase a vehicle, trailer, and blower as previously mentioned from the remaining budget we talked about.

Antoine Foret

Assistant Director/Community Development Administrator
Housing & Human Services Department
Terrebonne Parish Consolidated Government
4800 Hwy 311, Houma, LA 70360
Phone Line: 985-219-2905





Monday, September 25, 2023

Item Title:

Whitney Building

Item Summary:

Introduce an ordinance to authorize the Parish President to use funds already in TPCG possession to purchase Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank and call a public hearing on said matter on Wednesday, October 11, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Backup	9/21/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to authorize the Parish President (or administration) to use funds already in TPCG possession to purchase Terrebonne Parish parcel nos. 20809 and 20812, situated at 7910 Main Street, Houma, la 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.

PROJECT SUMMARY (200 WORDS OR LESS)
Purchase Terrebonne Parish parcel nos. 20809 and 20812, situated at 7910 Main Street, Houma, la 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank.

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: Pending Budget Amendment

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

s/Kandace M. Mauldin, CFO

9/21/2023

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO USE FUNDS ALREADY IN TPCG POSSESSION TO PURCHASE TERREBONNE PARISH PARCEL NOS. 20809 AND 20812, SITUATED AT 7910 MAIN STREET, HOUMA, LA 70360 PLUS THE PARKING LOT SITUATED AT THE CORNER OF ROUSSELL AND BELANGER STREETS CURRENTLY OWNED BY HANCOCK WHITNEY BANK.

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

WHEREAS, the acquisition of immovable property by the TPCG requires approval by ordinance of the Terrebonne Parish Council; and

WHEREAS, the Terrebonne Parish Council adopted on June 14, 2023, and the Parish President signed on June 16, 2023, Ordinance 9476 which authorized the TPCG to purchase the Hancock Whitney Bank building situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street using federally funded OCD grants; and

WHEREAS, state applications for the OCD grant have not yet been issued to TPCG, and the application process is longer than anticipated; and

WHEREAS, Administration has identified funds already in the Parish’s possession which can be re-budgeted for the purchase of the property without waiting on OCD funding; and

WHEREAS, Administration fears that it may lose the opportunity to purchase the Hancock Whitney Bank Building due to delays in state administration and processing; and

WHEREAS, TPCG wishes to purchase the building, as previously authorized by Ordinance 9476, using funding already in possession of the TPCG; and

WHEREAS, TPCG has presented to the Council the appropriate budget amendment, scheduled for public hearing on the same date as this proposed ordinance; and

WHEREAS, TPCG intends to apply the OCD funding to other projects in the parish when the application becomes available; and

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

Section I

The Parish President (or Administration) is authorized to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets, more fully described as follows:

Parcel ID 20809:

LOT ON MAIN STREET. BOUNDED ABOVE BY JOSEPH JACCUZZO ETALS, NOW FIRST

NATIONAL BANK. BOUNDED BELOW BY DAVID PACTHER. ALSO LOT IN REAR THEREOF FACING BELANGER STREET. ALSO LOTS 4 & 5 AND PORTIONS OF LOTS 2 & 3 BLOCK 38, LESS TRIANGLE SHAPED LOT SOLD TO SIG MASUR & SONS CB 235/160. ALSO 65.63' X 185.35' LOT ON SOUTH SIDE OF EAST MAIN STREET. BOUNDED ABOVE BY PERCIVAL R. JOHNSON ETALS FORMERLY, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY FIRST NATIONAL BANK. ALSO LOT 33.90 FT. ON SOUTH SIDE OF EAST MAIN STREET, BEING PORTION OF BLOCK 35. ALSO 15' STRIP IN REAR OF CHARLES DAVIDSON, ETALS (NOW FIRST NAITONAL BANK). ALSO STRIP 4 X 21' IN REAR. ALSO LOT 62.10' X DEPTH OF 178.75' ON CORNER OF EAST MAIN & ROUSSELL STREETS, BEING PORTION OF BLOCK 35. ALSO 50 X 121' LOT IN BLOCK 35 ROUSSELL ST. (LESS LOT 4 X 21' SOLD CB 209/256) ALSO LOT IN BLOCK 35 EAST OF ROUSSELL STREET BEING 47' 10" X 121'. BOUNDED NORTH BY MRS. WILLIAM BLAND, NOW FIRST NATIONAL BANK. BOUNDED EAST BY SIDNEY FABREGAS NOW OR FORMERLY. BOUNDED SOUTH BY WIDOW AND HEIRS OF LEE P. LOTTINGER, NOW FIRST NATIONAL BANK SUBJECT TO BOUNDARY AGREEMENT CB 220/223. ALSO 28 X 120' LOT ON EAST SIDE OF ROUSSELL STREET IN BLOCK 35. BOUNDED NORTH BY FIRST NATIONAL BANK OF HOUMA. BOUNDED SOUTH BY BELANGER STREET.

Parcel ID 20812:

90' 7" X 168' BEING PART OF LOT 1 BLOCK 34 ROUSSELL & BELANGER STREETS.

together with all improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining.

for a purchase price not exceeding the fair market value as established by appraisal, using funds already in possession of the TPCG.

Section II

All other provisions in Ordinance 9476 shall remain in full force and effect except for the requirement to use funding from the Louisiana Office of Community Development grants to facilitate the purchase of the above-described immovable property.

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 separable.

Section IV

This ordinance shall become effective upon approval by the parish president (or administration) or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:

The chairman declared the ordinance adopted on this, the____ day of _____ 2023.

Chairwoman
Terrebonne Parish Council

Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Council Clerk for Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 2023, at which meeting a quorum was present.

Given under my official signature and seal of this office on this _____ day of _____ 2023.

Council Clerk
Terrebonne Parish Council

JESSICA DOMANGUE, CHAIRWOMAN

DISTRICT 1

BRIEN PLEDGER

DISTRICT 3

GERALD MICHEL

DISTRICT 5

JESSICA DOMANGUE

DISTRICT 7

DANIEL BABIN

DISTRICT 9

STEVE TROSCLAIR



JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 2

CARL A. HARDING

DISTRICT 4

JOHN P. AMEDÉE

DISTRICT 6

DARRIN W. GUIDRY, SR.

DISTRICT 8

DIRK J. GUIDRY

COUNCIL CLERK

TAMMY E. TRIGGS

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
ttriggs@tpcg.org www.tpcg.org

June 15, 2023

MEMO TO: Mike Toups
 Parish Manager

FROM: Tammy E. Triggs
 Council Clerk

RE: Hancock Whitney Bank Purchase Agreement – Parcel Nos. 20809 and 20812

Attached is a copy of Ordinance No. 9476 which authorizes the Parish President (or Administration) to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussel and Belanger Streets currently owned by Hancock Whitney Bank; to authorize the execution of any purchase agreements, act of sales, and any other documents necessary or reasonable to facilitate same; and to authorize the Parish President (or Administration) to execute on behalf of TPCG an agreement and any other necessary documents with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of said immovable property.

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

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
 Ms. Michelle Neil, Assistant Parish Attorney
 Mrs. Leilani Adams, Parish President's Secretary
 Council Reading File

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. S. TROSCLAIR

ORDINANCE NO. 9476

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO PERFORM DUE DILIGENCE INSPECTIONS AND ACQUIRE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) TERREBONNE PARISH PARCEL NOS. 20809 AND 20812, SITUATED AT 7910 MAIN STREET, HOUMA, LA 70360 PLUS THE PARKING LOT SITUATED AT THE CORNER OF ROUSSELL AND BELANGER STREETS CURRENTLY OWNED BY HANCOCK WHITNEY BANK; TO AUTHORIZE THE EXECUTION OF ANY PURCHASE AGREEMENTS, ACT OF SALES, AND ANY OTHER DOCUMENTS NECESSARY OR REASONABLE TO FACILITATE SAME; AND TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE ON BEHALF OF TPCG AN AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT TO OBTAIN AND FACILITATE FUNDING FOR THE PURCHASE OF SAID IMMOVABLE PROPERTY.

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

WHEREAS, the acquisition of immovable property by the TPCG requires approval by ordinance of the Terrebonne Parish Council; and

WHEREAS, TPCG provides parish-wide programs of social welfare through its Department of Housing and Humans Services, and it provides law enforcement services in the Houma City limits through the Houma Police Department; and

WHEREAS, the Housing and Human Resources Department and the detective division of the Houma Police Department operated out of separate buildings within the Houma City limits (respectively, Town Hall on Barrow Street and the Judicial Service District’s building on Park Avenue) prior to Hurricane Ida; and

WHEREAS, Hurricane Ida destroyed Town Hall and the Judicial Service District’s building, causing the displacement of the Housing and Human Services Department and the Houma Police Department; and

WHEREAS, TPCG was able to acquire a federally funded five-year lease for the temporary placement of these departments in the Shamrock Building on Highway 311, outside of the city limits, which expires in December 2026; and

WHEREAS, the Hancock Whitney Bank situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street is available for purchase, and the representatives of the bank have expressed an interest in selling the immovable property to TPCG; and

WHEREAS, TPCG wishes to purchase the building and its adjacent parking lot to serve as permanent replacement office space for the office space TPCG lost to Hurricane Ida; and

WHEREAS, TPCG further has an opportunity to obtain HUD grant funds through current recovery programs administered by the Louisiana Office of Community Development (OCD), and TPCG wishes to use the OCD grant to fund its purchase of the Hancock Whitney Bank building and its adjacent parking lot; and

WHEREAS, TPCG wishes to acquire such funding to facilitate the purchase of the Hancock Whitney Bank building and adjacent parking lot and wishes to enter into an agreement with OCD (or execute any other documents necessary and reasonable) for the acquisition of such funds to facilitate the operation of permanent office space in a central location of Terrebonne Parish for those parish departments displaced by Hurricane Ida, and office space for other departments or subdivisions operated or funded by the TPCG; and

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

Section I

The Parish President (or Administration) is authorized to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets, more fully described as follows:

Parcel ID 20809:

LOT ON MAIN STREET. BOUNDED ABOVE BY JOSEPH JACCUZZO ETALS, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY DAVID PACHTER. ALSO LOT IN REAR THEREOF FACING BELANGER STREET. ALSO LOTS 4 & 5 AND PORTIONS OF LOTS 2 & 3 BLOCK 38, LESS TRIANGLE SHAPED LOT SOLD TO SIG MASUR & SONS CB 235/160. ALSO 65.63' X 185.35' LOT ON SOUTH SIDE OF EAST MAIN STREET. BOUNDED ABOVE BY PERCIVAL R. JOHNSON ETALS FORMERLY, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY FIRST NATIONAL BANK. ALSO LOT 33.90 FT. ON SOUTH SIDE OF EAST MAIN STREET, BEING PORTION OF BLOCK 35. ALSO 15' STRIP IN REAR OF CHARLES DAVIDSON, ETALS (NOW FIRST NATIONAL BANK). ALSO STRIP 4 X 21' IN REAR. ALSO LOT 62.10' X DEPTH OF 178.75' ON CORNER OF EAST MAIN & ROUSSELL STREETS, BEING PORTION OF BLOCK 35. ALSO 50 X 121' LOT IN BLOCK 35 ROUSSELL ST. (LESS LOT 4 X 21' SOLD CB 209/256) ALSO LOT IN BLOCK 35 EAST OF ROUSSELL STREET BEING 47' 10" X 121'. BOUNDED NORTH BY MRS. WILLIAM BLAND, NOW FIRST NATIONAL BANK. BOUNDED EAST BY SIDNEY FABREGAS NOW OR FORMERLY. BOUNDED SOUTH BY WIDOW AND HEIRS OF LEE P. LOTTINGER, NOW FIRST NATIONAL BANK SUBJECT TO BOUNDARY AGREEMENT CB 220/223. ALSO 28 X 120' LOT ON EAST SIDE OF ROUSSELL STREET IN BLOCK 35. BOUNDED NORTH BY FIRST NATIONAL BANK OF HOUMA. BOUNDED SOUTH BY BELANGER STREET.

Parcel ID 20812:

90' 7" X 168' BEING PART OF LOT 1 BLOCK 34 ROUSSELL & BELANGER STREETS.

together with all improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining for a purchase price not exceeding the fair market value as established by appraisal.

Section II

The Parish President (or Administration) is authorized to execute any purchase agreements, acts of sales, and any other documents necessary or reasonable to facilitate the acquisition and purchase of the above described property, subject to the approval of the TPCG legal department.

Section III

The Parish President (or Administration) is authorized to execute on behalf of TPCG an agreement and any other documents necessary and reasonable for grant applications with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of the above-described immovable property, subject to the approval of the TPCG legal department.

Section IV

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

Section V

This ordinance shall become effective upon approval by the parish president (or administration) 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: C. Harding, G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

NOT VOTING: None.

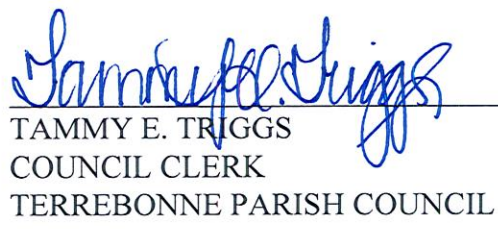
ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 14th day of June 2023.

* * * * *

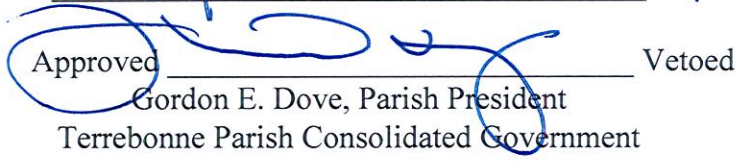

JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL


TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

6/14/23 9:49 AM

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

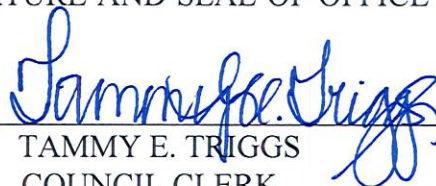
Date and Time Returned to Council Clerk:

06.16.23 10:00 a.m

* * * * *

I, TAMMY E. TRIGGS, 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 June 14, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 15TH DAY OF JUNE, 2023.



TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, September 25, 2023

Item Title:

Ordinance to Appoint Anthony J. Alford Insurance Corporation to Serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental and Pharmacy Benefits

Item Summary:

Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Anthony J. Alford Insurance Corporation to serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, Dental, and Pharmacy Benefits commencing on January 1, 2024, and effective through December 31, 2024, with the option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Agreement	9/21/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of Anthony J. Alford Insurance Corporation to Serve as Agent of Record for the Employee Group Health Insurance/Self-Funded and Reinsurance Contract for Medical, dental, and Pharmacy Benefits Commencing on January 1, 2024, and Effective Through December 31, 2024, With the Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Terrebonne Parish Consolidated Government does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Risk Management Department. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2024, commencing January 1, 2024, and effective through December 31, 2024. TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide the Employees of TPCG with employee group health insurance for medical, dental, and pharmacy benefits.

TOTAL EXPENDITURE

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Mike Toups, Parish Manager

Date

09/21/2023

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ANTHONY J. ALFORD INSURANCE CORPORATION TO SERVE AS AGENT OF RECORD FOR THE EMPLOYEE GROUP HEALTH INSURANCE/SELF-FUNDED AND REINSURANCE CONTRACT FOR MEDICAL, DENTAL, AND PHARMACY BENEFITS COMMENCING ON JANUARY 1, 2024, AND EFFECTIVE THROUGH DECEMBER 31, 2024, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide employee group health insurance/self-funded insurance coverages for medical, dental, and pharmacy benefits through its Risk Management Department; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance agent of record for the year 2024, commencing January 1, 2024, and effective through December 31, 2024; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Anthony J Alford Insurance Corporation is hereby appointed to serve as Agent of Record for the employee group health benefits for medical, dental, pharmacy, self-funded and reinsurance contract submitted to Terrebonne Parish Council on the _____ of _____, 2023, for the period commencing January 1, 2024, effective through December 31, 2024; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional one-year terms by signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

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

The Chairman declared the ordinance adopted on this, the _____ day of _____ 2023.

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ANTHONY J ALFORD INSURANCE CORPORATION
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

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 Ordinance No. _____, hereinafter designated as "Owner" or "TPCG" and

ANTHONY J ALFORD INSURANCE CORPORATION, A professional corporation, whose mailing address for the purposes herein is 225 Ouiski Bayou Drive, Houma LA 70360, represented by its duly authorized agent, Anthony J. Alford, by virtue of the corporate resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its employee group health benefits program for medical, dental and pharmacy coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage.

WHEREAS PRODUCER is defined as Agent of Record;

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. To represent TPCG as its Insurance Producer of Record for its group health benefits program for medical, dental and pharmacy coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include

establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Review all Third Party Administration (TPA) contracts and plans, policies and endorsements for employee group health benefits for medical, dental and pharmacy to be delivered to TPCG for the purpose of confirming contractual coverages under TPA, and insurance/reinsurance for their accuracy and conformity to the Insurance Specifications and TPCG's instructions;
 - J. Monitoring of Third Party Administration and/or Insurance company services/ratings to insure financial stability of insurers;
 - K. Prepare the necessary financial projections and perform services necessary to manage third party plans;
 - L. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - M. Prepare schedules of insurance and/or Third Party self administered insurance ;
 - N. Prepare insurance binders, review and deliver policies;
 - O. Attend meetings as needed;
 - P. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - Q. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - R. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG. This includes, but is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - S. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III (1)(a);
 - T. PRODUCER shall maintain proper licensing in the State of Louisiana as a Health Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:
 - A. The term of this agreement shall begin on January 1, 2024 and terminate on December 31, 2024.
 - B. TPCG has the option to renew its agreement for two additional one-year terms. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than \$7.75 per insured per month for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
 - A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
 - A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - C. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - D. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - E. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - F. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII, Subsections (A-F).
 - G. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of

this Agreement.

H. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer 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 agreement, 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 Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer 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.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or any of its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall

include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

- B. **ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. **AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. **RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
- ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
- iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.

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

- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer 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 the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract 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 Contract, 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 Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if

set out at length.

- A. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- B. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
- C. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
- D. EXECUTION: This Agreement is executed in one (1) original. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
- E. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Anthony J. Alford, President
225 Ouiski Bayou
Houma LA 70360

- 16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

[additional signatures on following page]

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: ANTHONY J ALFORD INSURANCE CORP.

BY: _____
Anthony J. Alford, President
Anthony J Alford Insurance Corporation

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public



Monday, September 25, 2023

Item Title:

Ordinance to Authorize the Appointment of The Ledet Corporation D/B/A Ledet Insurance to Serve as Agent/Producer of Record for Comprehensive Firemen's Policy and Boiler and Machinery Coverage

Item Summary:

Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of The Ledet Corporation D/B/A Ledet Insurance to serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen's Policy commencing on April 1, 2024 through March 31, 2025, and Boiler and Machinery Coverage commencing on March 1, 2024 through February 28, 2025, with the option to renew for two subsequent one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/21/2023	Ordinance
Agreement	9/21/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of The Ledet Corporation D/B/A Ledet Insurance to Serve as Agent/Producer of Record for (Houma Fire Department) Comprehensive Firemen’s Policy Commencing on April 1, 2024 Through March 31, 2025, and Boiler and Machinery Coverage Commencing on March 1, 2024 Through February 28, 2025, With the Option to Renew for Two Subsequent One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
Terrebonne Parish Consolidated Government does provide Comprehensive Fireman’s Package Policy with numerous coverages and Machinery coverage through its Risk Management Department. TPCG’s current Comprehensive Fireman’s Policy is scheduled to renew on April 1, 2023. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an Insurance Agent/Producer of record for Firemen’s coverage for the year 2024, commencing April 1, 2024, and effective through March 31, 2025. The Agent of Record has given the TPCG the option for two (2) one-year renewals for Firemen’s coverage, from April 1, 2024 through March 31, 2025 subject to this Council’s selection and approval by ordinance and TPCGs signing a new, but same contract for the option period. TPCG’s current boiler and machinery coverage is scheduled to renew on March 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Boiler and Machinery coverage for the year 2024, commencing March 1, 2024, and effective through February 28, 2025. The Agent of Record has given the TPCG the option for two (2) one-year renewals for Boiler and Machinery coverage, subject to this Council’s selection and approval by ordinance and TPCG’s signing a new, but same contract for the option period.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
TPCG has selected Producer as its Insurance Producer of Record for its Comprehensive Fireman’s insurance policy. Producer has also agreed to represent TPCG as its Insurance Producer of Record for its Boiler and Machinery insurance coverage. Producer is defined as Agent of Record.

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

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


Mike Toups, Parish Manager

09/21/2023
Date

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF THE LEDET CORPORATION D/B/A LEDET INSURANCE TO SERVE AS AGENT/PRODUCER OF RECORD FOR (HOUMA FIRE DEPARTMENT) COMPREHENSIVE FIREMEN'S POLICY COMMENCING APRIL 1, 2024 THROUGH MARCH 31, 2025, AND BOILER AND MACHINERY COVERAGE COMMENCING ON MARCH 1, 2024 THROUGH FEBRUARY 28, 2025, WITH THE OPTION TO RENEW FOR TWO SUBSEQUENT ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does provide comprehensive Fireman's package policy with numerous coverages and Machinery coverage through its Risk Management Department; and

WHEREAS, TPCG's current comprehensive Fireman's policy is scheduled to renew on April 1, 2023; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Firemen's coverage for the year 2024, commencing April 1, 2024, and effective through March 31, 2025; and

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Firemen's coverage, from April 1, 2024 through March 31, 2025 subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period;

WHEREAS, TPCG's current boiler and machinery coverage is scheduled to renew on March 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected an insurance Agent/Producer of record for Boiler and Machinery coverage for the year 2024, commencing March 1, 2024, and effective through February 28, 2025,

WHEREAS, the Agent of Record has given the TPCG the option for two (2) one-year renewals for Boiler and Machinery coverage, subject to this Council's selection and approval by ordinance and TPCG's signing a new, but same contract for the option period; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that The Ledet Corporation d/b/a Ledet Insurance is hereby appointed to serve as Agent/Producer of Record for the TPCG's (Houma Fire Department's) Comprehensive Fireman's Policy and the Boiler and Machinery coverage contract, submitted to Council on _____, 2023, the period of the Firemen's Policy coverage commencing April 1, 2024, and effective through March 31, 2025; and the period of the Boiler and Machinery coverage March 1, 2024, and effective through February 28, 2025.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that, for both Firemen's coverage and Boiler/Machinery coverage, the Terrebonne Parish Consolidated Government reserves the right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

NOW THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Houma Fire Department coverages and Boiler and Machinery Insurance coverage Agent/Producer of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the said Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

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

The Chairman declared the ordinance adopted on this, the _____ day of _____ 2023.

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
THE LEDET CORPORATION D/B/A LEDET INSURANCE
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

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 Ordinance No. 8803, and Resolution 17-418, hereinafter designated as "Owner" or "TPCG" and

THE LEDET CORPORATION d/b/a/ Ledet Insurance, a Louisiana corporation whose mailing address for the purposes herein is PO Box 1070, Houma LA 70361, represented by its duly authorized agent, Leo C. Ledet, Jr., by virtue of the corporation resolution annexed hereto at and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its Comprehensive Fireman's insurance policy; and

WHEREAS, PRODUCER has also agreed to represent TPCG as its Insurance Producer of Record for its Boiler and Machinery insurance coverage; and

WHEREAS, PRODUCER is defined as Agent of Record; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

III. AGREEMENT

1. **SCOPE OF SERVICES:** PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. Represent TPCG for two separate policies: as its Insurance Producer of Record for its Comprehensive Fireman's insurance policy, and as its Boiler and Machinery insurance coverage;
 - B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
 - C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
 - D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
 - E. Maintain effective communication with TPCG and/or their representatives;
 - F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;

- G. Provide claims advocacy with the insurance carriers;
 - H. Issue outgoing Certificates of Insurance as requested by TPCG;
 - I. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
 - J. Prepare insurance binders, review and deliver policies;
 - K. Attend meetings as needed;
 - L. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
 - M. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
 - N. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this includes. This is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
 - O. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) ;
 - P. PRODUCER shall maintain proper licensing in the State of Louisiana as a Comprehensive Fireman's insurance policy producer and a Boiler and Machinery insurance producer. PRODUCER shall provide TPCG proof that said license(s) is active by submitting a copy of current license(s) and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if one or more of those license(s) is suspended or revoked.
 - Q. Review TPCG's current property, casualty, and flood insurance and make recommendations regarding necessary changes including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data inclusive of optimal deductible/retention program calculations;
 - R. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed (approximately 6-8 meetings) and availability for frequent conversations via telephone or in person with TPCG;
 - S. Assist in preparation of insurance applications; and
 - T. Review of contracts and leases for risk management and insurance purposes.
2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insured;
 - D. Any other requested information necessary to effectuate coverages.

3. TERM:

A. The term for Boiler and Machinery coverage shall begin and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025. The term for Firemen's coverage shall begin and include April 1, 2023, through and terminating at 11:59 p.m. on March 31, 2024.

B. TPCG reserves the option to renew for two (2) additional, consecutive one-year terms, subject to Terrebonne Parish Council approval. The parties need not execute a new agreement to exercise the two (2) renewal terms.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than Twenty Thousand and No/100 (\$20,000.00) Dollars per term for the initial term and any renewal terms of this Agreement. Producer shall invoice TPCG for the annual fee no later than April 1st of each term this Agreement is effective, and payment shall be due 30 days from receipt of invoice. These are the sole fees allowed to PRODUCER, and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:

A. TPCG retains the right to audit any financial records related to TPCG's premium payments;

B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;

C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.

6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:

A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;

B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;

C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;

D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation

applicable to it as an Insurance Producer;

- E. Termination “for cause” may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII(A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - I. This Agreement may terminate by its own term.
7. HOLD HARMLESS and INDEMNIFICATION: The Producer 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, tortuous, or implied, arising from this agreement, 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 Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer 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.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER’S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as “If Applicable,” coverage will only be required if it is necessary for the Producer to perform

services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer

is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

- F. CYBER LIABILITY:** Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE.** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and

the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.

H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
- ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
- iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.

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

J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.

K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.

N. **CODE OF ETHICS.** The Producer 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 the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract 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 Contract, 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 Contract shall be valid and be enforced to the fullest extent permitted by law.

- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII(A-F) of this Contract. **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. **COMPLIANCE WITH LAWS:** The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. **NONAPPROPRIATION:** Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to **PRODUCER** of such facts and TPCG's intention to terminate its financial obligation.
12. **ENTIRE AGREEMENT:** This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and **PRODUCER**. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. **EXECUTION:** This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. **NOTICES:** Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to **PRODUCER** shall be sent to:

Leo C. Ledet, Jr.,
PO Box 1070
Houma LA 70361

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

PRODUCER:

BY: _____
Leo C. Ledet, Jr.
THE LEDET CORPORATION
D/B/A LEDET INSURANCE

Notary Public



Monday, September 25, 2023

Item Title:

Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of TPCG's Casualty Insurance Coverage

Item Summary:

Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Casualty Insurance Coverage commencing on April 1, 2024 through March 31, 2025, with option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/22/2023	Ordinance
Backup Material	9/22/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of Terrebonne Parish Consolidated Government’s Casualty Insurance Coverage Commencing on April 1, 2024 through March 31, 2025, with Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
TPCG does maintain Casualty Insurance coverage through its Risk Management Department. TPCG’s current casualty insurance coverage is scheduled to renew on April 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing April 1, 2024, and effective through March 31, 2025, the anniversary of the first renewal of TPCG’s casualty insurance coverage under this Agent/Producer of record. Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council’s selection and approval by ordinance. TPCG is authorized to exercise right to renew the option for two (2) one year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
TPCG does maintain Casualty Insurance coverage through its Risk Management Department.

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

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


Mike Toups, Parish Manager

09/21/2023
Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S CASUALTY INSURANCE COVERAGE COMMENCING ON APRIL 1, 2024 THROUGH MARCH 31, 2025, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does maintain Casualty Insurance coverage through its Risk Management Department; and

WHEREAS, TPCG's current casualty insurance coverage is scheduled to renew on April 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing April 1, 2024, and effective through March 31, 2025, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) is hereby appointed to serve as Agent/Producer of Record for TPCG's Casualty Insurance coverage contract, excluding any Houma Fire Department coverages and Boiler and Machinery coverage for utilities for the period commencing April 1, 2024 and effective through March 31, 2025; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms without the need for signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

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

The Chairman declared the ordinance adopted on this, the _____ day of _____ 2023.

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

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 Ordinance No. 8802, and Resolution 17-417, hereinafter designated as "Owner" or "TPCG" and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan Limited Liability Company, whose mailing address for the purposes herein is PO Box 559, Lockport LA 70374, represented by its duly Executive Vice President, Ryan G. Foley, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its casualty insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its casualty insurance coverage; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.

A. Represent TPCG as its Insurance Producer of Record for the following:

- i. Excess Workers Compensation coverage
- ii. Excess Utility Liability (AEGIS)
- iii. Environmental Liability and Cleanup
- iv. Contractors Pollution Coverage
- v. Special Excess Liability (Automobile & General Liability coverage)
- vi. Excess Special Excess Liability (Automobile & General Liability coverage)
- vii. Public Officials and Employment Practices Liability coverage
- viii. Professional/ Medical
- ix. Automobile Physical Damage coverage (5 vehicles only)
- x. Cyber Liability coverage
- xi. P & I coverage
- xii. Excess P & I coverage

- xiii. Special Event Liability coverage (Co-Sponsored Events)
- xiv. Head Start Medical
- xv. Aircraft Liability (Drones)
- xvi. Fiduciary Liability

- B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
- D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- E. Maintain effective communication with TPCG and/or their representatives;
- F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- G. Provide claims advocacy with the insurance carriers;
- H. Issue outgoing Certificates of Insurance as requested by TPCG;
- I. Monitoring of Third Party Administration and/or insurance company services/ratings to insure financial stability of insurers;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance and/or Third Party self-administered insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this includes. This is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(A);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a casualty insurance producer. PRODUCER shall provide TPCG proof that said license(s) is active by submitting a copy of current license(s) and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if one or more of those license(s) is suspended or revoked.
- S. Review TPCG's current casualty insurance and make recommendations regarding

necessary changes including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data inclusive of optimal deductible/retention program calculations;

- T. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed (approximately 6-8 meetings) and availability for frequent conversations via telephone or in person with TPCG;
- U. Assist in preparation of insurance applications; and
- V. Review of contracts and leases for risk management and insurance purposes.

2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:

- A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;
- B. Timely with insurance specifications;
- C. Lists of additional insured;
- D. Any other requested information necessary to effectuate coverages.

3. TERM:

- A. The term of this agreement shall begin on and include April 1, 2024, through and terminating at 11:59 p.m. on March 31, 2025.
- B. TPCG has the option to renew its agreement for two additional, consecutive one-year terms, subject to TPCG's approval. In order to exercise this option, the parties shall sign a new agreement with the same contents for the new option term, unless other or additional terms are specified by TPCG.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than 10% commission for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:

- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
- B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
- C. PRODUCER shall provide TPCG with independent verification related to the fee

audit within ten (10) working days from the date of written request.

6. **TERMINATION:** The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - I. This Agreement may terminate by its own term.

7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer 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, tortuous, or implied, arising from this agreement, 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 Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer 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.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that results from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i State Act;
- ii Employer's Liability;
- iii Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne parish).

- C. GENERAL LIABILITY:

- i Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Waiver of Transfer of Rights of Recovery Against Other To Us to cover written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iv Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).
- v The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

- D. AUTOMOBILE LIABILITY:

- i Coverage to be provided for any auto or All owned autos and Non-owned and hired autos;
- ii Additional insured and Waiver of Subrogation endorsements in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at

termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer 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 the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract 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 Contract, 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 Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER's** response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. **COMPLIANCE WITH LAWS:** The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. **NONAPPROPRIATION:** Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to **PRODUCER** of such facts and TPCG's intention to terminate its financial obligation.
12. **ENTIRE AGREEMENT:** This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and **PRODUCER**. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. **EXECUTION:** This Agreement is executed in four (4) originals. **IN TESTIMONY WHEREOF**, they have executed this Agreement the day and year first above written.
14. **NOTICES:** Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt

requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:

Rudy Laris, Jr.
PO Box 559
Lockport LA 70374

16. None of the parties hereto shall be deemed to be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

PRODUCER:

BY: _____
Ryan G. Foley, Executive Vice President
ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

Notary Public



Monday, September 25, 2023

Item Title:

Ordinance to Authorize the Appointment Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of TPCG's Property Insurance Coverage

Item Summary:

Introduce an ordinance in accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances to authorize the appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to serve as Agent/Producer of Record of Terrebonne Parish Consolidated Government's Property Insurance Coverage commencing on March 1, 2024 through February 28, 2025, with option to renew for two additional one-year terms as more fully described herein; and call a public hearing on Wednesday, October 11, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/21/2023	Executive Summary
Ordinance	9/22/2023	Ordinance
Backup Material	9/22/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance in Accordance with Chapter 2, Article X, Section 2-229 of the Terrebonne Parish Code of Ordinances, an Ordinance to Authorize the Appointment of Acrisure, LLC (Registered Trade Name, Laris Insurance Agency) to Serve as Agent/Producer of Terrebonne Parish Consolidated Government's Property Insurance Coverage Commencing on March 1, 2024 through February 28, 2025, with Option to Renew for Two Additional One Year Terms as More Fully Described Herein; and call a Public Hearing on Wednesday, October 11, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG does maintain Property Insurance coverage through its Risk Management Department. TPCG's current casualty insurance coverage is scheduled to renew on March 1, 2024. The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing March 1, 2024, and effective through February 28, 2025, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record. Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance. TPCG is authorized to exercise right to renew the option for two (2) one year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG does maintain Property Insurance coverage through its Risk Management Department.

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
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Mike Toups, Parish Manager

Date

09/21/2023

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S PROPERTY INSURANCE COVERAGE COMMENCING ON MARCH 1, 2024 THROUGH FEBRUARY 28, 2025, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does maintain Property Insurance coverage through its Risk Management Department; and

WHEREAS, TPCG's current property insurance coverage is scheduled to renew on March 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a property Agent/Producer of record for the year 2024, commencing March 1, 2024, and effective through February 28, 2025, the anniversary of the first renewal of TPCG's property insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance; and

WHEREAS, TPCG is authorized to exercise right to renew the option for two (2) one-year renewals, subject to the same terms and conditions as the original contract. The parties need not execute a new agreement to exercise the two (2) renewal terms; and

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) is hereby appointed to serve as Agent/Producer of Record for TPCG's Property Insurance coverage contract for the period commencing March 1, 2024 and effective through February 28, 2025; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms without the need for signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

NOW THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council that the Risk Management Department and the Legal Department shall review the Agent of Record contract for final approval, and that the Parish President Gordon E. Dove is authorized to execute the Agent of Record contract and any related documents on behalf of the Terrebonne Parish Consolidated Government.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish Council and signature of the Parish President.

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

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

The Chairman declared the ordinance adopted on this, the _____ day of _____ 2023.

JESSICA DOMINGUE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Ordinance No. _____, hereinafter designated as “Owner” or “TPCG” and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan Limited Liability Company, whose mailing address for the purposes herein is P.O. Box 559, Lockport, LA 70374, represented by its duly authorized agent, Ryan G. Foley, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as “Producer”;

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its property insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its property insurance, inland marine and flood coverage; and

In and for the consideration of the mutual promises and covenants herein contained, PRODUCER and TPCG hereby agree as follows:

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. SCOPE OF SERVICES: PRODUCER shall represent and maintain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.
 - A. Represent TPCG as its Insurance Producer of Record for its property insurance as follows, inland marine and flood coverage Property Insurance Coverage
 - i. Property Insurance Coverage to cover all TPCG Buildings;
 - ii. Inland Marine Coverage to cover TPCG Lift Stations and Equipment;
 - iii. Inland Marine Coverage to cover Camera and Surveillance equipment at Downtown Marina and OEP Communication Tower;
 - iv. Marine Hull coverage to cover Dulac Falgout Canal Pontoon Bridge; and
 - v. Deductible Buy Back Insurance Policy to cover Dulac Falgout Canal Pontoon Bridge.
 - B. Represent TPCG as its Insurance Producer of Record for its Flood Coverage for the following properties:
 - i. 200 Badou Drive-Dulac Library;
 - ii. 98 Bonnie Street – Above Ground Pump Station – Bellaire Pump Station;
 - iii. 3211 Criminal Justice Complex – Men’s Jail;
 - iv. 3181 Criminal Justice Complex – Women’s Jail;
 - v. 614 Woodside, Houma, LA 70363; and
 - vi. 7617 Main Street, Houma, LA 70360 – TPCG Bus Depot.

- C. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- D. Make known to TPCG all information required by brokers, insurers, and reinsurers in order to market TPCG's insurance portfolio;
- E. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- F. Maintain effective communication with TPCG and/or their representatives;
- G. Conduct negotiations with interested insurance companies, brokers and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- H. Provide claims advocacy with the insurance carriers;
- I. Issue outgoing Certificates of Insurance as requested by TPCG;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this is not limited to the completion of applications without receiving a request or specifications from TPCG;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) and (B);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a Property Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked;
- S. Review for compliance, obtain and maintain Stafford Act Insurance obligations, and submit Stafford Act Insurance Commissioner's Certification Application for qualified disaster;
- T. Review TPCG's current property, inland marine and flood insurance and make recommendations regarding necessary changes, including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data, inclusive of optimal deductible/retention program calculations;

- U. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed and availability for frequent conversations via telephone or in person with TPCG when required;
 - V. Assist in preparation of insurance applications; and
 - W. Review of contracts and leases for risk management and insurance purposes.
2. RESPONSIBILITIES OF TPCG: TPCG agrees to provide the PRODUCER with the following information:
- A. Substantially complete and accurate information as to insureds, properties, beneficiaries loss experience, exposures, and changes in exposures;
 - B. Timely with insurance specifications;
 - C. Lists of additional insureds; and
 - D. Any other requested information necessary to effectuate coverages.
3. TERM:
- A. The term of this agreement shall begin on and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025.
 - B. TPCG has the option to renew its agreement for two (2) additional, subsequent one-year terms, subject to TPCG approval. The parties need not execute a new agreement to exercise the two (2) additional terms.
4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall allow the PRODUCER to retain from the insurers 7.5% commission on premiums paid for the initial term and any renewal terms of this agreement. This commission is the sole form of compensation allowed to PRODUCER and there shall be no additional commission and/or payments above this amount on these policies, whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year. PRODUCER will be allowed to collect the same commission rate on any changes, additions, endorsements or new policies written during the contract term.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the producer places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:

- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior notice via certified U.S. Mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. Mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if PRODUCER commits any fraudulent acts or fails to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement; and
 - I. This Agreement may terminate by its own term.
7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer 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, tortuous, or implied, arising from this agreement, 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 Producer, its subcontractors, agents, servants; officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer 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.

PRODUCER shall give TPCG notice in writing as soon as practicable of the commencement or the threatened commencement of any claim against TPCG which indemnification will or could be sought under this Agreement. PRODUCER shall cooperate and give TPCG any information regarding the claim or threatened claim as TPCG may reasonably require. TPCG shall have the right to conduct an investigation and TPCG may thereafter negotiate or defend such claim or suit independently of PRODUCER.

PRODUCER agrees that TPCG will be held harmless from any liability that result from any misrepresentation by producer or its employees.

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to **\$5,000,000**; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

An ACCORD Certificate of Insurance shall be provided to the Parish on the renewal date of each of the required insurance policies described herein each year that the contract is in effect.

- B. WORKERS' COMPENSATION: Workers' Compensation policy shall include:

- i. State Act;
- ii. Employer's Liability;
- iii. Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers; and
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

- C. GENERAL LIABILITY:

- i. Commercial General Liability Form CG 00 01 (10 93) or pre-approved alternative;
- ii. Additional Insured Endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Waiver of Transfer of Rights of Recovery Against Other to Us to cover written contracts in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees, and volunteers;
- iv. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish); and
- v. The General Liability Coverage shall not limit Contractual Coverage for this contract in any way that would prohibit or limit the reporting of any claim and the subsequent defense and indemnity that would normally be provided by the policy.

- D. AUTOMOBILE LIABILITY:

- i. Coverage to be provided for any auto or all owned autos and non-owned and hired autos;

- ii. Additional insured and Waiver of Subrogation endorsements in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

- i. Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii. The policy shall contain no exclusionary language as respects the scope of operations to be performed for TPCG;
- iii. If the policy contains a deductible or retention, it is understood that the Producer is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

F. CYBER LIABILITY: Depending on the services to be provided to TPCG, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract.

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes,

or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021 (7) and, as such, expressly **agree** that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer 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 the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

- O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract 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 Contract, 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 Contract shall be valid and be enforced to the fullest extent permitted by law.
 - P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
 - Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
 - R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
 - S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
 - T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. NONAPPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
12. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. EXECUTION: This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. NOTICES: Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego
Director of Risk Management
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 520
Houma, LA 70360

Notices to PRODUCER shall be sent to:
Rudy Laris, Jr.
P.O. Box 559
Lockport, LA 70374

15. None of the parties hereto shall be deemed to be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule or interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

BY: _____

Ryan G Foley, Executive Vice President

Notary Public

THUS DONE AND SIGNED on this _____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: _____

Gordon E. Dove, Sr., Parish President

Terrebonne Parish Consolidated Government

Notary Public