
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

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



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

AGENDA

October 14, 2024
5:45 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

- RESOLUTION:** Authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 0.9 acres of Fresh Marsh, for the Dularge West (D-18) Pump Station Replacement, Terrebonne Drainage Project, identified as Project No. 20-DRA-03; and authorizing the signing of the necessary agreements for this mitigation as required by the U.S. Army Corps of Engineers.
- RESOLUTION:** Authorizing the execution of Change Order No. 3 (Balancing) for the Construction Agreement for Parish Project No. 19-BRG-25, Hollywood Road Bridge Project, Terrebonne Parish,

Louisiana.

3. **RESOLUTION:** Providing approval of Amendment No. 4 to the Engineering Agreement for Parish Project No. 21-DRA-10, State Project No. H.009237, Bayou Terrebonne Dredging Project, Terrebonne Parish, Louisiana.
4. **RESOLUTION:** Authorizing the Parish President to enter into a contract for engineering services with Gresham Smith, for the Civic Center Blvd @ Valhi Blvd, State Project No. H.012859.
5. **RESOLUTION:** To Authorize the Parish President to Execute An Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Perform Work Together for the Purpose of Designing, Constructing and Operating the Bayou Black Pump Station Project (aka Geraldine Pump Station)
6. Consider the introduction of an ordinance to Authorize the Parish President to Execute on Behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space between TPCG and Terrebonne Children's Advocacy Center to Lease Space in the TPCG-Owned Building at 7910 Main Street, Houma, LA 70360; and call a Public Hearing on Wednesday, October 30, 2024, at 6:30 p.m.
7. Consider the introduction of an ordinance Authorize the Parish President to Enter Into An Amendment No. 1 to the 1997 Intergovernmental Agreement, Lease, and Sub-Lease with Recreation District No. 11 to Remove the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of the Adult Softball Complex to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.
8. Consider the introduction of an ordinance to Amend, Rescind, and Enact Certain Sections Chapter 14, Nuisance Abatement, of the Terrebonne Parish Code of Ordinances to Provide for Alternative Methods of Notice Violations; to Eliminate Violations for Excessive Noises; to Facilitate Efficient Processing of Fees; to Establish a Protocol for Cancelling Nuisance Liens; to Establish a Warning Period for Nuisance Actions; to Stack Violations for Multiple Offenses on One or More Properties Owned by Similar Owners; to Standardize Judicial Review of Violation proceedings; to Prohibit Persons in Violation of the Nuisance Code from Bidding on Parish-Owned Adjudicated or Surplus Immovable Property; and to Provide for Related Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.
9. Consider the introduction of an ordinance to Amend Article V, Chapter 21, of the Terrebonne Parish Code, Section 21-87 to Add Provisions for the Removal of Recreation District Board Members; to Amend Sections 21-93 and 21-94 to Require the Repair of Unsafe Equipment or Premises, to Require Compliance with the Policies and Procedures Manual, and to Authorize TPCG to Take Certain Action if the Recreation District Fails to Act; to Adopt Section 21-99 to Create the Recreation Advisory Committee; and to Amend Section 21-97 to Establish Deadlines for the Adoption of District and Comprehensive Master Plans; and Provide for Other Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.
10. Adjourn

Category Number:
Item Number:



Monday, October 14, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 14, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, October 14, 2024

Item Title:

Authorize the Mitigation Agreement for D-18 PS

Item Summary:

RESOLUTION: Authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 0.9 acres of Fresh Marsh, for the Dularge West (D-18) Pump Station Replacement, Terrebonne Drainage Project, identified as Project No. 20-DRA-03; and authorizing the signing of the necessary agreements for this mitigation as required by the U.S. Army Corps of Engineers.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/8/2024	Executive Summary
Resolution	10/8/2024	Resolution
Backup	10/8/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Dularge West (D-18) Pump Station Replacement

PROJECT SUMMARY (200 WORDS OR LESS)

The purpose of this project is for the replacement of the Dularge West (D-18) pump station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To authorize the purchase of mitigation credits from RES, LLC for the **Dularge West (D-18) Pump Station Replacement** project and to authorize any signatures needed for this agreement.

TOTAL EXPENDITURE

\$45,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$45,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Jeanne P. Bray

10/7/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 0.9 acres of Fresh Marsh, for the Dularge West (D-18) Pump Station Replacement, Terrebonne Drainage Project, identified as Project No. 20-DRA-03; and authorizing the signing of the necessary agreements for this mitigation as required by the U.S. Army Corps of Engineers.

WHEREAS, the Terrebonne Parish Consolidated Government is pursuing a project to replace the D-18 Pump Station in the western Dularge Area, and

WHEREAS, because of the unavoidable impacts of wetlands due to the construction of the drainage improvements, the Permitting Process requires purchasing 0.9 acres of Fresh Marsh from RES, LLC, and

WHEREAS, the credits and acres must be purchased to obtain the necessary Permits, and

WHEREAS, the Terrebonne Parish Consolidated Government agrees to pay \$45,000.00 to RES, LLC for the Bayou Terrebonne MB, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of said contract in the amount of \$45,000.00 to RES, LLC, and any and all paperwork necessary for mitigation for the Dularge West (D-18) Pump Station Replacement, Parish Project No. 20-DRA-03; by Terrebonne Parish President Jason W. Bergeron.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

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

TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



303 Rue Louis XIV, Suite 202
Lafayette, LA 70508

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

September 20, 2024

Delta Coast Consultants, LLC
4924 Hwy 311
Houma, LA 70360
Attn: Kenneth King

RE: Compensatory Mitigation for Terrebonne Parish Consolidated Government Coastal Use Permit P20220892

Mr. King –

Thank you for reaching out to RES regarding Terrebonne Parish’s mitigation need for the TPCG D-18 Pump Station Relocation Project (P20220892). In accordance with LDENR-OCM’s letter issued on September 18, 2024, RES can offer the following:

Table 1. Mitigation Offer

Mitigation Bank	Credit Type	Credit Amount	Total Price
Bayou Terrebonne MB	LDENR Fresh Marsh	0.9 acres	\$45,000

Upon acceptance of this offer, RES can move swiftly to provide the parish with a mitigation agreement and further instructions to finalize the mitigation purchase.

Thank you,

Brittany Lancon

Client Solutions Manager

blancon@res.us | 337.380.3829



Monday, October 14, 2024

Item Title:

Hollywood Bridge CO#3

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 3 (Balancing) for the Construction Agreement for Parish Project No. 19-BRG-25, Hollywood Road Bridge Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/8/2024	Executive Summary
Resolution	10/8/2024	Resolution
Backup	10/8/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
19-BRG-25	Hollywood Road Extension Bridge Project

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a new bridge

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This Change Order No. 3 balances the installed quantities with contract quantities.

TOTAL EXPENDITURE	
-18,708.45	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A NO <u>YES</u>	IF YES AMOUNT BUDGETED: \$4,364,244.00

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

Jeanne P. Bray

10/7/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 3 (Balancing) for the Construction Agreement for Parish Project No. 19-BRG-25, Hollywood Road Bridge Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did award the construction of the Hollywood Road Bridge Project to Sealevel Construction, Inc., entitled Parish Project No. 19-BRG-25, Terrebonne Parish, Louisiana, and

WHEREAS, it is necessary to balance installed quantities with contract quantities, and

WHEREAS, this change order will decrease the overall contract price by Eighteen Thousand, Seven Hundred Eight dollars and Forty-Five Cents (\$18,708.45), and

WHEREAS, this Change Order No. 2 (Balancing) has been recommended by the Engineer, GIS Engineering, LLC, for this project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Jason W. Bergeron, of Change Order No. 3 (Balancing) to the construction agreement with Sealevel Construction, Inc., for Parish Project No. 19-BRG-25, Hollywood Road Bridge Project, Terrebonne Parish, Louisiana, for an decrease to the contract amount in the amount of Eighteen Thousand, Seven Hundred Eight dollars and Forty-Five Cents (\$18,708.45), and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, GIS Engineering, LLC.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

I, Tammy Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

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

TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



October 3, 2024

Terrebonne Parish Consolidated Government
8026 Main St., Suite 200
Houma, LA 70360

Attention: Ms. Jeanne Bray, Capital Projects Administrator

Subject: Change Order No. 3

Reference: Hollywood Road Extension Bridge Project
Parish Project No. 19-BRG-25
GIS Project No. 39130-1183/1184

Ms. Bray,

Enclosed please find four (4) Originals of Change Order No. 3 for the above referenced project. The purpose of this Change Order is to reconcile contract quantities for bid items 206-06-00100, 711-03-00500, 726-01-00100 and 804-18-00100. This Change Order will decrease the contract price by (\$18,708.45).

Upon review and approval of the Terrebonne Parish Council, please execute and retain one (1) copy for your records, record one (1) copy with the Terrebonne Parish Clerk of Court office, and return the remaining copies to GIS. Upon receipt of the fully executed Change Order we will distribute a copy to the Contractor.

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

Bill Blanchard
Sr. Project Manager
Coastal Design & Infrastructure
GIS Engineering, LLC

Enclosures

Cc: Mart Black – TPCG
Austin Bradshaw – GIS
Joe Chauvin - GIS
Dwayne Veillon – GIS
Justin Besson - GIS



Terrebonne Parish Consolidated Government
 Hollywood Road Extension Bridge Project
 TPCG Project No. 19-BRG-25
 GIS Project No. 39130-1183/1184



CHANGE ORDER NO. 3 (Balancing)

OWNER:

Terrebonne Parish Consolidated Government
 P. O. Box 2768
 Houma, LA 70301

DATE OF ISSUANCE:

October 1, 2024

ENGINEER:

GIS Engineering, LLC
 197 Elysian Drive
 Houma, Louisiana 70363

ENGINEER'S PROJECT NO.

39130-1183/1184

CONTRACTOR:

Sealevel Construction, Inc.
 P. O. Box 1037
 Houma, LA 70302

You are directed to make the following changes in the Contract Documents.

Purpose of Change Order:

The purpose of Change Order No. 3 is to reconcile contract quantities for bid items 204-06-00100, 711-03-00500, 726-01-00100, and 804-18-00100 Change Order No. 3 decreases contract price by ***(-\$18,708.45)***

Description:

- Bid Item No. 204-06-00100 - Temporary Silt Fencing: This item is credited to the contract in full. ***(-\$1,920.00)***
- Bid Item No. 711-01-00500 - Rip Rap (130 lb): 4.76 Tons of quantity are credited to the contract. ***(-\$714.00)***
- Bid Item No. 726-01-00100 - Bedding Material: 67.70 Tons of quantity are credited to the contract. ***(-\$12,574.45)***
- Bid Item No. 804-18-00100 - Vibrartion Monitoring: 7 days of this quantity are credited to the contract. ***(-\$3,500.00)***

CHANGE IN CONTRACT PRICE:

Original Contract Price	\$ 3,614,970.10
Previous Change Orders No.1 to No. 2	\$ 370,950.00
Contract Price Prior to this Change Order	\$ 3,985,920.10
Net Decreases of this Change Order	\$ (18,708.45)
Contract Price with all approved Change Orders	\$ 3,967,211.65

CHANGE IN CONTRACT TIME:

Original Contract Time	270 Calendar Days
	Days or Date
Net Change from previous Change Orders	21 Days
	Days
Contract Time Prior to this Change Order	291 Calendar Days
	Days or Date
Net Increase of this Change Order	0 Days
	Date
Contract Time with all approved Change Orders	291 Calendar Days
	Days or Date

RECOMMENDED:

By: *B. M. Blomquist*
 GIS ENGINEERING, LLC
 Date: 10/3/24

APPROVED:

By: _____
 TPCG
 Date: _____

APPROVED:

By: *A. J. [Signature]*
 SEALEVEL CONSTRUCTION, INC.
 Date: 10/2/24



Terrebonne Parish Consolidated Government
 Hollywood Road Extension Bridge Project
 TPCG Project No. 19-BRG-25
 GIS Project No. 39130-1183/1184



CHANGE ORDER NO. 3 (Balancing)
Summary

Bid Item No.	Item	Unit	Unit Cost	Original Qty	Original Bid \$ Amount	Net Change in Qty	Net Change in \$ Amount	Item New Total Qty	Item New Total \$ Amount
204-06-00100	Temporary Silt Fencing	LF	3	640	\$ 1,920.00	(640.00)	(\$1,920.00)	0.00	\$ -
711-03-00500	Rip Rap (130 lb)	TON	150	140.2	\$ 21,030.00	(4.76)	(\$714.00)	135.44	\$ 20,316.00
726-01-00100	Bedding Material	CY	185	500	\$ 92,500.00	(67.97)	(\$12,574.45)	432.03	\$ 79,925.55
804-18-00100	Vibration Monitoring	DAY	500	45	\$ 22,500.00	(7.00)	(\$3,500.00)	38.00	\$ 19,000.00
Net Change in Contract Value							(\$18,708.45)		



Monday, October 14, 2024

Item Title:

Bayou Terrebonne Dredging Amendment

Item Summary:

RESOLUTION: Providing approval of Amendment No. 4 to the Engineering Agreement for Parish Project No. 21-DRA-10, State Project No. H.009237, Bayou Terrebonne Dredging Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/8/2024	Executive Summary
Resolution	10/8/2024	Resolution
Backup Amendment	10/8/2024	Backup Material
Backup	10/8/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
21-DRA-10 (SPN H.009237) Bayou Terrebonne Dredging Project

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for the Dredging of Bayou Terrebonne

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment No. 4 consists of a increase of \$599,992.50 in the engineering agreement to add services for the design of phases 3, 4, and 5.

TOTAL EXPENDITURE	
Increase of \$599,992.50	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$9,546,129.00

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

Jeanne P. Bray

10/7/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 4 to the Engineering Agreement for **Parish Project No. 21-DRA-10, State Project No. H.009237, Bayou Terrebonne Dredging Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with GIS Engineering, LLC dated March 10, 2021, recordation number 1622207, for the Bayou Terrebonne Dredging Project identified as Parish Project 21-DRA-10, State Project No. H.009237 and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the current agreement only includes design for Phases 1 & 2 for this project, and

WHEREAS, the TPCG is desirous of including Phase 3, 4, and 5 for full design for this project, and

WHEREAS, some of the Basic Design and Additional Services categories need to be increased and some need to be decreased, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 4 to the Engineering Agreement for an overall Increase of \$599,992.50, and authorizes Parish President Jason W. Bergeron, to execute this Amendment No. 4 to the Engineering Agreement for the Bayou Terrebonne Dredging Project identified as Parish Project 21-DRA-10, State Project No. H.009237, with GIS Engineering, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, GIS Engineering, LLC.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

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

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

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

TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 4
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 4, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2024;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Jason W. Bergeron (hereafter sometimes referred to as "OWNER"), and

GIS ENGINEERING, LLC, represented herein by Ben Malbrough, PE duly authorized Vice President (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated March 10, 2021, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated March 10, 2021, to the entitled **Bayou Terrebonne Dredging Project**, identified as **Parish Project No. 21-DRA-10, State Project No. H.009237**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the current agreement only includes design for Phases 1 & 2 for this project, and

WHEREAS, the TPCG is desirous of including Phase 3, 4, and 5 for full design for this project, and

WHEREAS, some of the Basic Design and Additional Services categories need to be increased and some need to be decreased, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Amend Section 5, Paragraph 5.1.1, to read as follows:

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") as follows:

- Phase 2 (Broadmoor to Hollywood Road) - Lump Sum \$171,250.00**
- Phase 3 (Hollywood Road to GIWW) – Project Planning - Lump Sum \$144,750.00**
- Phase 4 (Coteau Weir to HLB) - Lump Sum \$133,5000.00**
- Phase 5 (HLB to Parish Line) – Project Planning - Lump Sum \$172,5000.00**

Amend Section 5, Paragraph 5.1.2.1, to read as follows:

5.1.2.1 General. For Additional Services and Reimbursable Expenses rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (Except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "**Professional Services Rate Schedule – January 2021**". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

<u>Additional Service</u>	<u>Original Cost</u>	<u>Additional Cost</u>	<u>Total Cost</u>
2.1.1 Environmental Permitting	\$50,000.00	\$0.00	\$50,000.00
2.1.9 Utilities/Pipeline Surveys (2&3)	\$87,285.00	(-) \$59,340.00	\$27,945.00
2.1.9 Utilities/Pipeline Surveys (4)	\$0.00	(+) \$10,580.00	\$10,580.00
2.1.9 Utilities/Pipeline Surveys (5)	\$0.00	(+) \$48,760.00	\$48,760.00
2.1.9 Bathemetric/Topo Surveys (2&3)	\$59,000.00	(-) \$36,000.00	\$23,000.00
2.1.9 Bathemetric/Topo Surveys (4)	\$0.00	(+) \$10,500.00	\$10,500.00
2.1.9 Bathemetric/Topo Surveys (5)	\$0.00	(+) \$25,500.00	\$25,500.00
2.1.12 As-Builts	\$15,000.00	\$0.00	\$15,000.00
2.1.17 Landowners Meetings	\$30,000.00	\$0.00	\$30,000.00
2.1.17 Hydraulic Modeling	<u>\$28,635.00</u>	<u>(-) 5,982.50</u>	<u>\$22,652.50</u>
Total Services	\$269,920.00	(-) \$5,982.50	\$263,937.50

Section 5, Paragraph 5.1.2.2, reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by OWNER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "D". Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Geotechnical \$20,750.00**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$276,225.00**

Section 5, Paragraph 5.1.5, reads as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$51,300.00 (for All Phases)**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$612,212.50**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this _____ day of _____, 2024.

OWNER:
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

ENGINEER
GIS ENGINEERING, LLC

BY: _____
Jason W. Bergeron
Parish President

BY: _____
Ben Malbrough, PE
Vice President

WITNESSES:

WITNESSES:

Signed Witness #1

Signed Witness #1

Printed Witness #1

Printed Witness #1

Signed Witness #2

Signed Witness #2

Printed Witness #2

Printed Witness #2



August 19, 2024

Terrebonne Parish Consolidated Government
Engineering Department
8026 Main Street, Suite 200
Houma, Louisiana 70360

Attention: Ms. Jeanne Bray, Capital Projects Administrator
Subject: Amendment No. 4 Proposal
Reference: Bayou Terrebonne Dredging Project
TPCG Project No. 21-DRA-10
GIS Project No. 39130-1285

Ms. Bray:

GIS Engineering, LLC (GIS) is pleased to submit this Amendment No. 4 to continue providing Professional Engineering services, for the above referenced project, to the Terrebonne Parish Consolidated Government (TPCG).

Civil Engineering Basic Services:

GIS proposes to provide the following Basic Service tasks for the completion of all design of phases for the above referenced project. GIS shall provide the following Basic Services on a Lump Sum basis:

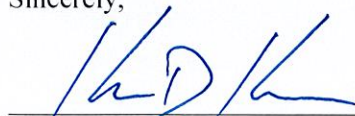
	<u>Current Fee (Original + Amend. No. 1-3)</u>	<u>Amend. No. 4</u>	<u>Total</u>
ENGINEERING BASIC SERVICES			
Basic Services for Phase 2			
Project Planning (Phase 2)	\$ 65,000.00	\$ 0.00	\$ 65,000.00
Final Design (Phase 2)	\$ 97,000.00	\$ (22,000.00)	\$ 75,000.00
Bidding and Negotiations (Phase 2)	\$ 11,000.00	\$ (4,750.00)	\$ 6,250.00
Construction Administration (Phase 2)	\$ 43,250.00	\$ (18,250.00)	\$ 25,000.00
Basic Services for Phase 3			
Project Planning (Phase 3)	\$ 76,000.00	\$ (32,500.00)	\$ 43,500.00
Final Design (Phase 3)	\$ 0.00	\$ 65,000.00	\$ 65,000.00
Bidding and Negotiations (Phase 3)	\$ 0.00	\$ 7,250.00	\$ 7,250.00
Construction Administration (Phase 3)	\$ 0.00	\$ 29,000.00	\$ 29,000.00
Basic Services for Phase 4			
Project Planning (Phase 4)	\$ 0.00	\$ 40,000.00	\$ 40,000.00
Final Design (Phase 4)	\$ 0.00	\$ 60,000.00	\$ 60,000.00
Bidding and Negotiations (Phase 4)	\$ 0.00	\$ 7,000.00	\$ 7,000.00

Construction Administration (Phase 4)	\$ 0.00	\$ 26,500.00	\$ 26,500.00
Basic Services for Phase 5			
Project Planning (Phase 5)	\$ 0.00	\$ 52,000.00	\$ 52,000.00
Final Design (Phase 5)	\$ 0.00	\$ 77,500.00	\$ 77,500.00
Bidding and Negotiations (Phase 5)	\$ 0.00	\$ 8,500.00	\$ 8,500.00
Construction Administration (Phase 5)	\$ 0.00	\$ 34,500.00	\$ 34,500.00
Total Basic Services	\$ 292,250.00	\$ 330,250.00	\$ 622,500.00
ADDITIONAL SERVICES			
Environmental Permitting (All Phases)	\$ 50,000.00	\$ 0.00	\$ 50,000.00
Utility/Pipeline Surveys			
Phase 2 & 3 Combined	\$ 27,945.00	\$ 0.00	\$ 27,945.00
Phase 4	\$ 10,580.00	\$ 0.00	\$ 10,580.00
Phase 5	\$ 48,760.00	\$ 0.00	\$ 48,760.00
Bathemetric/Topographic Surveys			
Phase 2 & 3 Combined	\$ 23,000.00	\$ 0.00	\$ 23,000.00
Phase 4	\$ 10,500.00	\$ 0.00	\$ 10,500.00
Phase 5	\$ 25,500.00	\$ 0.00	\$ 25,500.00
Hydraulic Modeling (All Phases)	\$ 28,635.00	\$ (5,982.50)	\$ 22,652.50
As-Builts (Record) Drawings (All Phases)	\$ 15,000.00	\$ 0.00	\$ 15,000.00
Reimbursables (All Phases)	\$ 51,300.00	\$ 0.00	\$ 51,300.00
Landowner Coordination	\$ 30,000.00	\$ 0.00	\$ 30,000.00
Geotechnical Coordination	\$ 20,750.00	\$ 0.00	\$ 20,750.00
Resident Project Rep (All Phases)	\$ 0.00	\$ 276,225.00	\$ 276,225.00
Total Additional Services	\$ 341,970.00	\$ 270,242.50	\$ 612,212.50
TOTAL SERVICES	\$ 634,220.00	\$ 600,492.50	\$ 1,234,712.50

*Resident Project Rep: Based on a 270 Calendar Day project (39 weeks @ 5 – 10hr working days per week for 1 full time project rep & 5 hrs per week for Construction Manager. Vehicle and camera included in estimate.

We appreciate the opportunity to provide our services to you. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,



Kevan D. Keiser, P.E.
 Client Program Manager - Coastal Design & Infrastructure
 GIS Engineering, LLC



Monday, October 14, 2024

Item Title:

Civic Center at Valhi Roundabout Engineering Agreement

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into a contract for engineering services with Gresham Smith, for the Civic Center Blvd @ Valhi Blvd, State Project No. H.012859.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/8/2024	Executive Summary
Resolution	10/8/2024	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

RESOLUTION: Authorizing the Parish President to enter into a contract for engineering services with Gresham Smith, for the Civic Center Blvd @ Valhi Blvd, State Project No. H.012859

PROJECT SUMMARY (200 WORDS OR LESS)

Authorizing the signing of a contract.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This agreement authorizes Gresham Smith, Inc. to perform the design services for roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard.

TOTAL EXPENDITURE

\$375,757.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$196,348.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Joan E. Schexnayder

9/23/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the Parish President to enter into a contract for engineering services with Gresham Smith, for the Civic Center Blvd @ Valhi Blvd, State Project No. H.012859.

WHEREAS, the Administration and the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, are desirous of constructing a roundabout at the intersection of Civic Center Boulevard and Valhi Boulevard, and

WHEREAS, the roundabout will improve the safety of intersection, and

WHEREAS, funds have been appropriated out of the Transportation Improvement Program for the financing for the improvements for the project under the direct administration of the Louisiana Department of Transportation and Development, and

WHEREAS, the Terrebonne Parish Consolidated Government has entered into a Entity/State agreement with the Louisiana Department of Transportation and requiring specific work to be performed relative to this project, and

WHEREAS, the Terrebonne Parish Consolidated Government has agreed to the 20% local match for both engineering and construction of this project.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Jason W. Bergeron, be authorized to enter into a contract between Gresham Smith and the Terrebonne Parish Consolidated Government for Civic Center Blvd @ Valhi Blvd, State Project No. H.012859.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

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

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

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

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



Monday, October 14, 2024

Item Title:

Resolution to Authorize the Parish President to Execute an Intergovernmental Agreement between TPCG and TLCD for the Bayou Black Pump Station Project

Item Summary:

RESOLUTION: To Authorize the Parish President to Execute An Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Perform Work Together for the Purpose of Designing, Constructing and Operating the Bayou Black Pump Station Project (aka Geraldine Pump Station)

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/10/2024	Executive Summary
Resolution	10/10/2024	Resolution
Intergovernmental Agreement	10/10/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: To Authorize the Parish President to Execute An Intergovernmental Agreement on Behalf of Terrebonne Parish Consolidated Government (TPCG) with Terrebonne Levee and Conservation District (TLCD) to Perform Work Together for the Purpose of Designing, Constructing and Operating the Bayou Black Pump Station Project (aka Geraldine Pump Station)

PROJECT SUMMARY (200 WORDS OR LESS)

TLCD and TPCG desire to enter into this intergovernmental agreement in order to assist each other in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Facilitate cooperation between TPCG and TLCD for the Bayou Black Pump Station Project. The project aims to provide additional flood protection to areas like Gibson and Bayou Black by constructing and operating a pump station at the Bayou Black Floodgate.

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

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



 Noah J. Lirette, Chief Administrative Officer

 10/10/2024
 Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF TERREBONNE PARISH CONSOLIDATED (TPCG) GOVERNMENT WITH TERREBONNE LEVEE AND CONSERVATION DISTRICT (TLCD) TO PERFORM WORK TOGETHER FOR THE PURPOSE OF DESIGNING, CONSTRUCTING AND OPERATING THE BAYOU BLACK PUMP STATION PROJECT (aka GERALDINE PUMP STATION).

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, LA R.S. 38:329 and 33:1236 specifically authorize TLCD and TPCG to enter into agreements of this nature; and

WHEREAS, TLCD has been granted by the Louisiana Legislature certain rights, powers, and duties, including but not limited to establishing, constructing, operating, or maintaining flood control works, as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation, in addition to the authority to establish flood control, adequate drainage relating to tidal or riverine flooding, and water resources development including but not limited to construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, and marsh management, and all other rights, powers and duties provided by law; and

WHEREAS, LA R.S. 38:329 provides that the primary duty of TLCD is to establish, construct, operate, or maintain flood control works as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation; and

WHEREAS, LA R.S. 38:329 provides that as a secondary duty TLCD has the authority to establish flood control, adequate drainage relating to tidal or riverine flooding, and water resources development including but not limited to construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, and marsh management; 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, on certain levee, drainage, and flood protection projects TLCD works directly and cooperatively with TPCG on projects that are of mutual benefit, and overlap each agency’s authority in an effort to provide additional flood protection to the residents of Terrebonne Parish; and

WHEREAS, FEMA’s Hazard Mitigation Assistance (HMA) grant programs provide funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages including the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, FEMA’s HMGP provides funding after a presidentially declared disaster to state and local governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities; and

WHEREAS, Hazard Mitigation efforts in Terrebonne Parish demonstrate the desire to reduce risks and help prevent damage to infrastructure, economy, cultural, and environmental assets;

and

WHEREAS, state and local governments are responsible for developing and adopting hazard mitigation plans in order to receive HMGP funding; and

WHEREAS, the Bayou Black Pump Station Project (sometimes referred to as the “Project”) is an eligible mitigation activity under HMGP as it is a drainage improvement project contained within TPCG’s adopted hazard mitigation plan that will reduce the risk of flooding in the Gibson and Bayou Black communities through the construction and operation of a pump station located at the Bayou Black Floodgate; and

WHEREAS, TPCG previously submitted a grant application to FEMA and has been awarded \$9.4 million in HMGP funds for the Bayou Black Pump Station Project; and

WHEREAS, after a competitive procurement process TPCG selected the proposal submitted by Allsouth Consultants, Inc. to be the engineering and design firm for the Project; and

WHEREAS, in furtherance of the mutual goals of the parties, TPCG has agreed to provide up to \$9.4 million in HMGP funds to TLCD, along with an additional \$3.4 million from their general fund to serve as a local match, for the engineering, design and construction costs of the Bayou Black Pump Station Project; and

WHEREAS, TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist each other in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish; and

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for themselves and the public at least equal to the costs of the responsibilities undertaken pursuant hereto; and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

* * * * *

I, TAMMY 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 _____ Committee on _____, 2024 and subsequently ratified by the Assembled Council in Regular Session on _____, 2024 at which meeting a quorum was present.

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

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
TERREBONNE LEVEE AND CONSERVATION DISTRICT

BAYOU BLACK PUMP STATION PROJECT

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

Terrebonne Parish Consolidated Government (hereinafter “TPCG”), a political subdivision of the state of Louisiana, represented herein by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Council Ordinance No. _____; and

Terrebonne Levee and Conservation District (hereinafter “TLCD”), a political subdivision of the state of Louisiana, represented herein by its duly authorized Executive Director, Angela Hidalgo.

(TPCG and TLCD may sometimes hereinafter be collectively referred to as the “parties” and individually as a “party.”)

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, LA R.S. 38:329 and 33:1236 specifically authorizes TLCD and TPCG to enter into agreements of this nature; and

WHEREAS, TLCD has been granted by the Louisiana Legislature certain rights, powers, and duties, including but not limited to establishing, constructing, operating, or maintaining flood control works, as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation, in addition to the authority to establish flood control, adequate drainage relating to tidal or riverine flooding, and water resources development including but not limited to construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, and marsh management, and all other rights, powers and duties provided by law; and

WHEREAS, LA R.S. 38:329 provides that the primary duty of TLCD is to establish, construct, operate, or maintain flood control works as they relate to hurricane protection, tidewater flooding, saltwater intrusion, and conservation; and

WHEREAS, LA R.S. 38:329 provides that as a secondary duty TLCD has the authority to establish flood control, adequate drainage relating to tidal or riverine flooding, and water resources development including but not limited to construction of reservoirs, diversion canals, gravity and pump drainage systems, erosion control measures, and marsh management; 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, on certain levee, drainage, and flood protection projects TLCD works directly and cooperatively with TPCG on projects that are of mutual benefit, and overlap each agency’s authority in an effort to provide additional flood protection to the residents of Terrebonne Parish; and

WHEREAS, FEMA's Hazard Mitigation Assistance (HMA) grant programs provide funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages including the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, FEMA’s HMGP provides funding after a presidentially declared disaster to state and local governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities; and

WHEREAS, Hazard Mitigation efforts in Terrebonne Parish demonstrate the desire to reduce risks and help prevent damage to infrastructure, economy, cultural, and environmental assets; and

WHEREAS, state and local governments are responsible for developing and adopting hazard mitigation plans in order to receive HMGP funding; and

WHEREAS, the Bayou Black Pump Station Project (sometimes referred to as the “Project”) is an eligible mitigation activity under HMGP as it is a drainage improvement project contained within TPCG’s adopted hazard mitigation plan that will reduce the risk of flooding in the Gibson and Bayou Black communities through the construction and operation of a pump station located at the Bayou Black Floodgate; and

WHEREAS, TPCG previously submitted a grant application to FEMA and has been awarded \$9.4 million in HMGP funds for the Bayou Black Pump Station Project; and

WHEREAS, after a competitive procurement process TPCG selected the proposal submitted by Allsouth Consultants, Inc. to be the engineering and design firm for the Project; and

WHEREAS, in furtherance of the mutual goals of the parties, TPCG has agreed to provide up to \$9.4 million in HMGP funds to TLCD, along with an additional \$3.4 million from their general fund to serve as a local match, for the engineering, design and construction costs of the Bayou Black Pump Station Project; and

WHEREAS, TLCD and TPCG desire to enter into this intergovernmental agreement in order to expeditiously assist each other in their shared mission of establishing additional flood protection for the residents of Terrebonne Parish; and

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for themselves and the public at least equal to the costs of the responsibilities undertaken pursuant hereto; and

NOW THEREFORE, in consideration of the mutual covenants of the parties and the additional flood protection and mutual benefits to be derived by the parties and the residents of Terrebonne Parish, the parties hereby agree as follows:

ARTICLE I
PURPOSE

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the TLCD and TPCG in the design and construction of the Bayou Black Pump Station Project (sometimes referred to as the “Project”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- 1) TLCD represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- 2) TPCG has received these grant funds from the Federal government, and TPCG has the authority to subgrant these funds to TLCD upon the terms and conditions outlined herein; and,
- 3) TPCG has the statutory authority to disburse the funds under this Agreement.

ARTICLE II

PROJECT DESCRIPTION

The objectives of the current phase for the Bayou Black Pump Station Project are to design, construct, and operate a pump station that will pump water over the Bayou Black Floodgate and out of the system when the floodgate is closed thereby reducing the risk of flooding in the Gibson and Bayou Black communities.

ARTICLE III

SCOPE AND PROJECT RESPONSIBILITY

A. TPCG, or its agent, will perform the following:

- 1) Provide funding on a reimbursable basis for engineering, design, and construction of the Project.
- 2) Provide appropriate personnel for consultation as required;
- 3) Execute any documents necessary for completion of the Project in accordance with the scope of this Agreement;
- 4) Assign its competitive procurement of Allsouth Consultants, Inc. as the engineering and design consultant for this Project;
- 5) Assist TLCD or its agent with obtaining any necessary assignments, extensions, or amendments to any permits TPCG has obtained for the Project;
- 6) Provide access to the TPCG-owned project site and to relevant materials required in the performance of the work.
- 7) Provide any progress schedules/work directives as may be necessary to facilitate the Project, if applicable.
- 8) At its discretion, perform secondary review of bids prior to contract award. TLCD has primary responsibility to prepare, advertise, review, and evaluate bids.
- 9) Provide its personnel for the operation of the Project upon its completion.
- 10) Upon completion of the Project, TPCG shall assume the operations and maintenance of the Bayou Black Pump Station, and TLCD shall directly assume responsibility for the costs of utilities and fuel in operating the pump station.

B. TLCD, or its agent, will perform the following for the Bayou Black Pump Station Project:

- 1) Engineering and design of the Project;
- 2) Determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes needed for construction;
- 3) Solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, et seq. and as applicable to political subdivisions of the State.
- 4) Construction and engineering during construction;
- 5) Construction administration;
- 6) Planning, design & construction of any access roads that may be necessary.
- 7) Preparing the site, including demolition, clearing, and grubbing;
- 8) Inspection of Project both during construction and after construction is complete;
- 9) TLCD shall notify TPCG when it has awarded and executed the construction contract and will submit to TPCG upon request copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
- 10) During the construction period, the TLCD or its agent will document Project construction with monthly status reports that summarize the progress of construction,

identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders.

- 11) TLCD or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with TPCG. TLCD will provide TPCG with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, and photographic documentation of completed work, within three months of final inspection, if requested.
- 12) TLCD is responsible for implementing the Project in a manner consistent with any applicable guidelines and standards that may be required as a condition of FEMA providing the HMGP funds, including but not limited to all applicable requirements set forth by this Agreement.
- 13) Receive, approve, and pay invoices from consultants/ contractors / subcontractors / vendors on a timely basis and in accordance with all applicable state, federal, and local laws.
- 14) Submit invoices, certified, to TPCG for reimbursement.
- 15) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- 16) Upon receipt of certified invoices provide reimbursement to TPCG for the cost of utilities and/or fuel incurred in operating the pump station.
- 17) The TLCD shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement.

ARTICLE IV **PROJECT FUNDING**

This Agreement shall be administered as follows:

- A. TPCG shall provide to TLCD a maximum of **\$9,400,000.00** for the engineering, design, and construction of the Project from funds provided to TPCG under HMGP and up to an additional **\$3,400,000.00** (the "Local Matching Funds") from its own general fund.
- B. The funding will be provided on a reimbursement basis to TLCD based upon submittal and approval of invoices and deliverables and in accordance with all other terms and conditions of this Agreement.
- C. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the funds for public purposes and federal funds, and in accordance with all applicable state and federal statutes, laws, rules and regulations.

ARTICLE V **DELIVERABLES**

The TLCD shall provide to TPCG the following:

- A. TLCD shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred;
- B. Copies of all recorded time sheets/records for consultants/contractors/ subcontractors/vendors shall be included in the detailed monthly invoices;
- C. Invoices shall be certified by the TLCD's consultant/contractor/ subcontractor/vendor and another properly designated official representing the TLCD as being correct and in compliance with the plans and specifications; and
- D. TLCD shall submit to TPCG a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. However, in the event that the TLCD needs to publicly bid any portion of the work for this Project, the TLCD shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Record law and Louisiana Public Bid Law, any Project documents to any other entity, except its consultants,

agents, or representatives for the Project, prior to advertising such work for public bid.

ARTICLE VI
PAYMENT

TLCD shall pay all consultant/contractor invoices for the Project. TLCD shall provide detailed invoices for payment including a summary of the activities performed, total value of the work completed, and the costs as incurred by TLCD for review and approval by the TPCG Project Manager. Invoices submitted by TLCD shall be certified by TLCD's Engineer and another properly designated official representing TLCD as correct and in compliance with the plans and specifications.

All costs incurred by the TLCD, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines. TPCG shall provide reimbursement to TLCD within fifteen (15) days of receipt of certified invoices for eligible project costs.

TLCD shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, and allocable. Reimbursement will be limited to allowable, reasonable, and allocable costs.

All payments shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced herein.

The participation by TPCG in the Project shall in no way be construed to make TPCG a party to any contract between the TLCD and its consultant(s)/ contractor(s)/subcontractor(s).

ARTICLE VII
RECORD KEEPING, REPORTING, AUDITS AND MONITORING

TLCD shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by TPCG upon request.

TLCD agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet any requirements set by the Federal Government relative to HMGP. TLCD and its consultants/contractors/subcontractors shall act in good faith to supply TPCG and/or the federal government with any supporting material or documentation needed for release of the HMGP Funds or for legal compliance.

TPCG and the TLCD, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subaward/contract/subcontract entered into under this Agreement.

TLCD shall, to the extent applicable, comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.039, Hazard Mitigation Grant Program.

ARTICLE VIII
TERMINATION FOR CAUSE

TPCG may terminate this Agreement for cause based upon the failure of TLCD to comply with the terms and/or conditions of the Agreement; provided that TPCG shall give TLCD written notice specifying TLCD's failure. If within thirty (30) days after receipt of such notice, TLCD shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then TPCG may, at its option, place the TLCD in default and the Agreement may terminate on the date specified in such notice.

TLCD may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of TPCG to comply with the terms and conditions of this Agreement; provided that the TLCD shall give TPCG written notice specifying TPCG's failure and providing a reasonable opportunity for TPCG to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX **TERMINATION FOR CONVENIENCE**

TPCG may terminate this Agreement at any time by giving thirty (30) days written notice to TLCD. TLCD may likewise terminate this Agreement at any time by giving thirty (30) days written notice to TPCG. TLCD shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses TLCD incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE X **ALLOWABLE COSTS**

Costs that result from obligations incurred by TLCD during a suspension or after termination are not allowable unless TPCG expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by TLCD before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the grant award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE XI **NON-DISCRIMINATION CLAUSE**

The Parties agrees to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (ADEA), as amended, and the requirements of the Americans with Disabilities Act of 1990 (ADA), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; Federal Executive Order (EO) 11246 "Equal Employment Opportunity", as amended by EO 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 C.F.R. part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and EO 12086 "Equal Employment Opportunity Functions"); and EO 13166 "Improving Access to Services for Persons With Limited English Proficiency."

The Parties agree not discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by either Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

ARTICLE XII
COMPLIANCE WITH FEDERAL LAW

The Parties and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the HMGP Funds agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*), the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fsrs.gov>), and 37 CFR Part 401 (Rights to Inventions Made Under a Contract or Agreement). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if applicable. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable, and 2 C.F.R. §200.322, as applicable.

The Parties also agree to comply with any applicable Federal environmental laws, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”), the Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), Executive Order 11988 (“Floodplain Management”), Executive Order 13807 (“Establishing Discipline and Accountability in the Environmental Review and Permitting Process for Infrastructure Projects”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*), The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive Order 13089 (“Coral Reef Protection”), Executive Order 13783 (“Promoting Energy Independence and Economic Growth”), Farmland Protection Policy Act (7 U.S.C. 4201 *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). TLCD must immediately notify TPCG in writing if TLCD becomes aware of any impact on the environment that may impact the use of HMGP Funds for the Project.

The Parties also agree to comply with any applicable requirements of Executive Orders 12549 and 12689 and 2 CFR 180.220 (Debarment and Suspension) and shall not award a contract to any parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ARTICLE XIII
COMPLIANCE WITH APPLICABLE REQUIREMENTS

TLCD shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the HMGP Funds to comply with all conditions of the Hazard Mitigation Grant Program.

All provisions and/or requirements of the Hazard Mitigation Grant Program or contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Agreement.

ARTICLE XIV
HOLD HARMLESS AND INDEMNITY

TLCD shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify, defend, and hold TPCG and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of TLCD, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that TLCD shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of TPCG, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

TPCG shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify, defend, and hold TLCD and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of TPCG, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that TPCG shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of TPCG, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XV
INSURANCE

Insurance obtained and maintained in the name of Terrebonne Levee and Conservation District shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and

- c. A Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; minimal acceptable limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate;
- b. Coverage to include explosion, collapse, and underground (XCU) hazard and contractual liability;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

3. AUTO LIABILITY:

- a. Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto **or** All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If including loading and unloading, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

4. TLCD's Liability Insurance:

TLCD shall purchase, in its name, and maintain, at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from TLCD's performance, supervision of the Work, and/or furnishing of the Work, whether it is performed by TLCD, any contractor or sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work related to the PROJECTS, or by anyone for whose acts any of them may be liable.

TLCD shall require all contractors and subcontractors to maintain, in limits equal to or greater than TLCD's, the same insurance coverage for Work performed or materials provided for the PROJECTS. TLCD shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall TLCD allow any contractors or subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a contractor's or subcontractor's non-compliance with this requirement, TLCD shall be responsible for any damages or liabilities arising from the contractor's or subcontractor's work, actions, or inactions.

5. Qualifications of Insurers:

- a. All insurance required for the Contract is to be purchased and maintained by TLCD from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If any insurance company providing any insurance coverage furnished by TLCD, its contractors or subcontractors is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, TLCD, its contractors or subcontractors shall, within thirty (30) days thereafter, substitute another insurance company acceptable to TPCG. TPCG reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

ARTICLE XV
AMENDMENTS

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XVI
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to TLCD by TPCG shall remain the property of TLCD and shall be returned by TPCG to TLCD upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by TLCD in connection with performance of the services contracted for herein shall be the property of TLCD, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XVII
NO ASSIGNMENT

TLCD shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of TPCG, provided however, that claims for money due or to become due to TLCD from TPCG may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

ARTICLE XVIII
FINANCIAL CAPABILITY

TLCD and TPCG hereby acknowledge and certify that they are aware of the financial obligations of their selves under this Agreement and that they will have the financial capability to satisfy the obligations of themselves under this Agreement.

TLCD and TPCG agree to take any and all appropriate steps to obtain funding for the responsibilities undertaken by themselves pursuant to this Agreement and/or any future agreements(s) and for which they have not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the TLCD or TPCG for the Project, TLCD or TPCG are obligated to each make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations.

ARTICLE XIX
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the release of funds to TPCG from the Federal Government. If the allocation is rescinded or reduced by the Federal Government in case of an emergency or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE XX
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The Parties further certify with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The TLCD further agrees to provide immediate notice to the TPCG in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

ARTICLE XXI
NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XXII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, TLCD and TPCG each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/ subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.
- C. The participation by TPCG in the Project shall in no way be construed to make TPCG a party to any contract between TLCD, consultant(s), contractor(s) and/or subcontractor(s) or between TPCG and any third party. The participation by TLCD in the Project shall in

no way be construed to make TLCD a party to any contract between TPCG and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

ARTICLE XXIII
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Thirty-Second Judicial District Court for the Parish of Terrebonne, Louisiana.

ARTICLE XXIV
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXV
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 2 C.F.R. §200.113, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the HMGP Funds shall be reported in writing to the U.S. Department of Interior and U.S. Department of Interior Office of Inspector General.

Online: Hotline Complaint Form (https://forms.doioig.gov/hotlinecomplaint_form.aspx)

Toll-Free Phone: 1-800-424-5081

Fax to: 703-487-5402 (ATTN: HOTLINE OPERATIONS)

Or report via U.S. Mail: Office of Inspector General, U.S. Department of the Interior, 381 Elden Street, Suite 3000, Herndon, VA 20170, ATTN: Intake Management Unit

Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste, or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

ARTICLE XXVI
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXVIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXIX
ANTI-LOBBYING

TLCD and its consultant(s), contractor(s), or subcontractor(s) agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

TLCD and all of its consultant(s), contractor(s) and subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. TLCDC and each of its and all of its consultant(s), contractor(s) and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. TLCDC shall also complete a Certification Regarding Lobbying.

ARTICLE XXX
PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

TLCD and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the HMGP Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. TLCDC and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

ARTICLE XXXI
COVENANT AGAINST CONTINGENT FEES

TLCD shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability in accordance with this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

TLCD may, subject to any applicable limitations provided for in this Agreement, enter into subcontracts with third parties for the performance of any part of TLCD's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of TLCD to the TPCG for any breach in the performance of TLCD's or any subcontractor's duties.

ARTICLE XXXIII
COPYRIGHT

TPCG reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The TLCD also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

ARTICLE XXXIV
DRUG FREE WORKPLACE COMPLIANCE

TLCD hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between TLCD and any third parties funded using the HMGP Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

ARTICLE XXXV
REMEDIES FOR NONCOMPLIANCE

TLCD acknowledges that any of the Project Funds not used in accordance with the terms and conditions of this Agreement, state and federal law or conditions of the Project Funds, shall be reimbursed to TPCG, and that any cost and expense in excess of the total maximum Project cost, as agreed to by TPCG and set forth herein, shall be the responsibility of TLCD.

If TLCD or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award for the HMGP Funds, in addition to Termination for Cause or Termination for Convenience, TPCG may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by TLCD or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the HMGP Funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part 180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) Take other remedies that may be legally available. The TLCD shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in this Agreement.

ARTICLE XXXVI
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement,

including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XXXVII
DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to TLCD:

Angela Hidalgo
Executive Director
Terrebonne Levee and Conservation District
220A Clendenning Road
Houma, Louisiana 70363

If to TPCG:

Noah Lirette
Parish Manager
8026 Main Street
Houma, LA 70361

ARTICLE XXXVIII
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall remain in effect until termination by written mutual agreement of all parties or in accordance with the terms hereof.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the ____ day of October 2024, 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: JASON W. BERGERON

PARISH PRESIDENT

NOTARY

THUS DONE AND PASSED, in Houma, Terrebonne Parish, Louisiana, on the ____ day of _____, 2024, 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 LEVEE AND
CONSERVATION DISTRICT**

BY: ANGELA HIDALGO

EXECUTIVE DIRECTOR

NOTARY



Monday, October 14, 2024

Item Title:

Lease of Commercial Space between TPCG and Terrebonne Children's Advocacy Center

Item Summary:

Consider the introduction of an ordinance to Authorize the Parish President to Execute on Behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space between TPCG and Terrebonne Children's Advocacy Center to Lease Space in the TPCG-Owned Building at 7910 Main Street, Houma, LA 70360; and call a Public Hearing on Wednesday, October 30, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/2/2024	Executive Summary
Ordinance	10/2/2024	Ordinance
Lease Agreement	10/2/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Authorize the Parish President to Execute on Behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease of Commercial Space between TPCG and Terrebonne Children’s Advocacy Center to Lease Space in the TPCG-Owned Building at 7910 Main Street, Houma, LA 70360; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Children’s Advocacy Center desires to lease office space in the TPCG-owned Hancock Whitney Bank Building.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The Rent for this lease will be paid mostly via FEMA funding while the Center awaits reconstruction of the Kirshman’s building that was damaged for Hurricane Ida. The Center also intends to staff security in the form of HPD officers within the building during its tenancy.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

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Noah J. Lirette, Chief Administrative Officer

date

10/30/24

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) A LEASE OF COMMERCIAL SPACE BETWEEN TPCG AND TERREBONNE CHILDREN'S ADVOCACY CENTER TO LEASE SPACE IN THE TPCG-OWNED BUILDING AT 7910 MAIN STREET, HOUMA LA 70360

WHEREAS, Subsection (c) of Section 2-453 of the Terrebonne Parish Code of Ordinances authorizes the Terrebonne Parish President to execute lease agreements for space declared surplus and available for commercial occupancy in the Hancock Whitney Bank Building; and

WHEREAS, Subsection (d) of Section 2-453 of the Terrebonne Parish Code of Ordinances requires any lease agreements containing obligations beyond the scope of the standard agreement to be presented to the full council, by the administration, and approved by the council prior to execution by the Parish President; and

WHEREAS, the Terrebonne Children's Advocacy Center (hereinafter, "Center") desires to lease office space in the TPCG-owned Hancock Whitney Bank Building; and

WHEREAS, TPCG's standard rental agreement for commercial space in the Hancock Whitney Bank Building is currently set at \$1.70 per sq.ft./month or \$20.40 per sq.ft./year; and

WHEREAS, rent for this lease will be paid mostly via FEMA funding while the Center awaits reconstruction of the Kirshman's building;

WHEREAS, Center and the District Attorney's office have been in discussions with FEMA regarding the terms and conditions of the lease, during which FEMA representatives requested a reduction in the standard rental rate;

WHEREAS, FEMA proposed that TPCG offer the space at \$1.50 per sq.ft./month (or \$18.00 per sq.ft./year) with a three percent annual increase; and

WHEREAS, this lease is intended to begin after the repairs on the second floor of the building are complete; and

WHEREAS, a copy of the proposed lease is attached and made a part of this Ordinance; and

WHEREAS, Center intends to also staff security in the form of HPD officers within the building during its tenancy; and

WHEREAS, Terrebonne Parish Council finds that Center's (and FEMA's) proposal for the lease of space, considering the circumstances as a whole, is an acceptable proposal; and

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

Section I

The Parish President is authorized to execute, on behalf of the TPCG, a lease with the Children's Advocacy Center for lease of commercial space in the Hancock Whitney Bank Building which is not materially different from the agreement attached to this Ordinance, subject to approval by the TPCG legal department.

Section II

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

Section III

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

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

THERE WAS RECORDED:

- YEAS:
- NAYS:
- ABSTAINING:
- ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 20____.

 Chairman
 Terrebonne Parish Council

 Council Clerk
 Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed _____
 Parish President
 Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ 20____, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of _____ 20_____.

 Council Clerk
 Terrebonne Parish Council

PARISH OF TERREBONNE

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
FOR LEASE OF COMMERCIAL SPACE IN BUILDING OWNED BY
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
IN ACCORDANCE WITH LA. R.S. 41:1291

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

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), a political subdivision of the state of Louisiana, PO Box 2768 Houma LA 70361 herein represented by its Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Ordinance No. _____, or his Designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record with the Terrebonne Parish Recorder of Conveyances at Entry No. 1684823;

and

TENANT, identified as follows:

Name: TERREBONNE CHILDREN’S ADVOCACY CENTER

EIN: 72-1414410

Check One: political subdivision of the state of Louisiana

agency of the state of Louisiana

state of Louisiana

agency of the United States of America

United States of America

elected official in his/her official capacity

other: 501(c)(3) Non-Profit Agency – District Attorney’s Office

Mailing Address: 7856 Main Street, Suite 220, Houma, LA. 70360

Authorized Representative: Joseph L. Waitz, Jr., District Attorney

***attach proof of authority to this contract**

Title of Authorized Representative: District Attorney/Director

Email Address for Notice Purposes: kevinguidry@tpda.org

who is hereinafter designated as "Tenant";

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

WHEREAS, Louisiana Revised Statute 41:1291 authorizes “[a]ny political subdivision or agency of the state of Louisiana . . ., without advertisement for bids, to lease for any legitimate purpose . . . to or from any other political subdivision, the state of Louisiana or any agency thereof, or the United States of America or any agency thereof, any public lands and improvements thereon of which it has title, custody, and possession”; and

WHEREAS, the parties agree that entering into this cooperative endeavor agreement for the lease of space in the building owned by the TPCG will serve a public purpose by locating government offices within the same building and making those offices more accessible to the public; and that this agreement, taken as a whole, is not gratuitous, with TPCG expecting at least the same value to the public in consideration of this agreement;

NOW, THEREFORE, BE IT AGREED by and between the parties herein that:

II. PURPOSE

The parties hereto enter into this Cooperative Endeavor Agreement to facilitate their shared goals of promoting and encouraging industrial development, economic stimulation, job creation, and offering accessibility of government offices to the public.

III. EFFECTIVE DATE and TERM

1. The **effective date** of this agreement shall be December 1, 2024.

2. **Lease Term.** The Lease Term shall include the Initial Term and any Renewal Terms. The **Initial Term** of this agreement shall be **two (2) years**, commencing on the effective date (“Initial Term”).

3. **Holding Over.** If Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall have sixty (60) days in which the rent will remain the same as the rent due during the last year of the Lease Term. Thereafter, Tenant shall be a month-to-month Tenant at one hundred ten percent (110%) of the Rent for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. In the event Tenant retains possession of the Leased Premises after the expiration of this Lease, Tenant shall not be liable for any consequential damages. Acceptance by TPCG of Rent after such expiration shall not result in a renewal of this Lease. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days’ prior written notice to the other, whether said notice is given on the rent paying date. This Section shall in no way constitute consent by TPCG to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit TPCG’s remedies in such event.

IV. LEASED PREMISES

1. **Description of Leased Premises.** TPCG leases to Tenant, and Tenant leases from TPCG a portion of that certain property located at **7910 Main St., Houma, Louisiana 70360**, (“Property”), which portion is more particularly described as follows:

- a. Office Suite Number(s): Complete Second Floor;
- b. Consisting of a total of 30,000 square feet;
- c. together with a non-exclusive right, in common with others, to use (including for access, ingress, egress, utilities and parking, as applicable) the “Common Areas” of the Property and the underlying land and improvements thereto that are designed for use in common by all occupants of the Property and their respective employees, agents, customers, invitees and others.

hereinafter referred to as the “Leased Premises.”

2. **Amendment to Leased Premises.** The Leased Premises are subject to reallocation or amendment by TPCG. In that event, TPCG shall provide written notice to Tenant that TPCG intends to move Tenant to a new location on the Property (amended Leased Premises). Within 30 days of the date of notice Tenant shall respond in writing to either accept the amended Leased Premises or to provide Tenant’s intent to terminate this lease agreement. Failure by Tenant to timely respond shall be deemed an acceptance by Tenant of the amended Leased Premises. Tenant shall move, whether to the amended Leased Premises or to vacate the Property, within 90 days from the original date of notice by TPCG that it intended to move Tenant’s Leased Premises.

3. **Parking.** Subject to the parking requirement of TPCG, TPCG may allocate parking spots to Tenant based on needs. Any parking spots on the Property allocated to the Tenant shall be subject to reallocation by TPCG.

V. RENT and OTHER CONSIDERATION

Commencing upon the execution date of this lease (“Rent Commencement Date”), Tenant agrees to pay to TPCG **via ACH, or via mail at P.O. Box 6097, Houma, LA 70361** or at such other place as TPCG may from time to time designate, the following rent:

1. **Rent.** Tenant shall pay Rent in the amount of \$1.50 per square foot per month (or \$45,000) per month) during the Initial Term of this Lease, with all such payments due, in advance, on the first day of each calendar month included within the applicable Lease Year. Parties agree that the Rent includes fees, compensation, and other applicable consideration at no less than fair market value for the Leased Premises.
2. **Adjustments to Rent during Renewal Terms.** The monthly Rent payable under Article V, paragraph 1, above, shall be adjusted by an increase of 3% commencing with the first month of the first Renewal Term, and another increase of 3% commencing with the first month of the second Renewal Term.
3. **Additional Consideration.** Tenant and Landlord acknowledge that Tenant’s use of the building will include administrative offices and meeting spaces for the following programs: (1) drug and DWI treatment programs (2) child support enforcement, and (3) pre-trial intervention/probation (hereinafter, the “Programs”). Due to the nature of the services located within the Leased Premises, Tenant will provide police officers and/or security personnel for the purposes of maintaining safety and security in the Building and will cover the costs for same, for the duration of Lease Term, but only during the hours of operations of the Programs within the Leased Premises.
4. **Security Deposit.** Waived.

VI. USES, ALTERATIONS, SECURITY, WAIVERS

1. **Permitted Use.** TENANT shall have the right to occupy and use the Leased Premises for any lawful public purpose in furtherance of its goals and mission in Terrebonne Parish. Should Tenant be associated with a non-profit corporation authorized to do and doing business in Terrebonne Parish, which was created for the express purpose of assisting Tenant in carrying out its objectives, Tenant may share, sublet, or grant a limited right of use of the Leased Premises to that non-profit for purposes consistent with Tenant’s operations, provided Tenant causes its support non-profit to submit certificates of insurance to TPCG consistent with Tenant’s insurance requirements herein below. Insurance certificates are subject to approval. Under no circumstances shall such non-profit’s occupancy exceed the effective date of this Agreement. Such non-profit’s occupancy of the Leased Premises shall not diminish Tenant’s obligations or rights under this agreement.

Tenant shall obey and comply with all laws, ordinances, rules, and regulations of any duly constituted authority applicable to Tenant’s use or occupancy of the Leased Premises and shall not use or allow the Leased Premises to be used for any immoral, unlawful, or objectionable purposes. Tenant shall not commit, or allow to be committed, any nuisance, public or private, or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of, or otherwise injure any other Tenants or occupants of the Property. Tenant shall not permit any discharge of firearms in or about the Leased Premises or maintain animals of any kind whatsoever upon the Leased Premises. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (a) invalidate any policy of insurance now or hereafter carried by TPCG on the Property, or (b) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses TPCG for any increase in premium charged.

2. **Alterations.** TENANT shall not make any permanent alterations or additions to the Leased Premises, without TPCG’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. **Signs and lettering.** TPCG shall provide and install all letters and numerals on or about the entrance to the Property and Leased Premises. All such letters and numerals shall be in the building's standard graphics. No signs, numerals, letters, or other graphics shall be used or permitted on the exterior of the Leased Premises, or which otherwise may be visible from outside the Leased Premises, unless approved in writing by TPCG. TPCG shall maintain in one or more segments of the Common Areas such building directories, at TPCG's cost and discretion, containing Tenant's name and location within the building.

4. **Programs Protocol.** Prior to commencement of the Lease Term, Tenant shall provide Landlord with Tenant's written policy for access and use of the Leased Premises by the patrons of its Programs. "Patrons" shall include individuals who are participants, clients, claimants, respondents, parolees, participants, and witnesses involved in its Programs. The policy shall include, but not be limited to: parking, entrances/exits, security plans, operating hours, preventing access to the third and fourth floors of the Building; emergency exits; and removal of problematic patrons. Landlord may, but is not obligated to, request revisions to the policy. The parties agree to work together to develop a mutually agreeable policy, and to amend the policy as necessary.

5. **Disclaimer.** LANDLORD AND TENANT ACKNOWLEDGE THAT LANDLORD (TPCG) IS IN THE PROCESS OF PERFORMING A "BUILD OUT" OF THE LEASED PREMISES TO SUIT THE NEEDS OF TENANT. ONCE THE "BUILD OUT" IS COMPLETE, LANDLORD SHALL NOTIFY TENANT IN WRITING, AND TENANT SHALL HAVE THIRTY (30) DAYS TO ACKNOWLEDGE SAME AND ACCEPT THE PREMISES IN WRITING AS FOLLOWS: TENANT WILL THEN STIPULATE AND AGREE THAT TENANT HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS THEN "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF TENANT'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IT IS THE INTENT OF THE PARTIES TO THIS LEASE THAT THE TENANT SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO TENANT OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM THE TENANT, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER LA. R.S. 9:3221.

VII. INSURANCE

At all times during the effective dates of this Agreement (and any period of early entry or occupancy or holding over by Tenant, if applicable), TPCG shall at all times during the Term of this Agreement, carry a policy of insurance which insures the Property, including the Leased Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by a standard fire insurance policy and extended coverage endorsement); provided, however, that TPCG shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Tenant or which Tenant may have in on the Property or any trade fixtures installed by or paid for by Tenant on the Leased Premises or any additional improvements which Tenant may construct on the Leased Premises; and, notwithstanding anything contained herein to the contrary, TPCG may self-insure for the same risks described in this section.

TENANT and Landlord acknowledge and agree that Tenant is covered under a policy of commercial general liability insurance maintained by Landlord. Tenant and Landlord agree to cooperate in ensuring that such general liability policy covers acts or omissions as necessary under this agreement.

1. Special Cause of Loss Form Insurance (in a form reasonably satisfactory to TPCG), in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto), which insurance shall waive coinsurance limitations.

2. All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to TPCG, licensed to do business in the State in which the Leased Premises is located, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to TPCG. In addition, Tenant shall name TPCG, and any mortgagee requested by TPCG, as additional insureds under its commercial general liability policy (but only to the extent of the limits required hereunder). Upon Tenant's receipt of a request from TPCG, Tenant shall provide TPCG with copies of certificates of insurance, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish TPCG with such certificates of insurance, TPCG may obtain such insurance on Tenant's behalf and Tenant shall reimburse TPCG upon demand for the cost thereof as additional Rent. TPCG reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other TPCGs of similar buildings in the area to require similar sized Tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

3. Waiver of Subrogation. Tenant does hereby release and discharge TPCG and any officer, agent, employee or representative of TPCG, of and from any liability whatsoever, except for liability arising out of TPCG's, or any officer, agent, employee or representative of TPCG's, negligence or willful misconduct, hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried or required to be carried by Tenant at the time of such loss, damage or injury to the extent of any recovery by Tenant under such insurance.

VIII. INDEMNIFICATION

TENANT agrees to protect, defend, release, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees, and agents, including volunteers and invitees (hereinafter referred to as "TPCG Group"), from and against all claims, demands, complaints, losses, fines, penalties, citations, damages, suits, judgments, orders, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, including, but not limited to court costs, reasonable attorneys' fees and expert witness fees, which may occur or in any way grow, directly or indirectly out of (a) any act or omission of TENANT, its agents, servants, employees, assigns, or invitees, and (b) arising from or in any way related to any occurrence, in, upon, or at the Leased Premises or the occupancy or use by TENANT, its agents, servants, employees, assigns, or invitees, or any part thereof.

TPCG agrees to defend, indemnify, save and hold harmless TENANT, its officers, agents, servants, employees, and agents, including volunteers, from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG, its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TENANT as a result of any such claim, demands, and/or causes of action including all costs associated with the enforcement of this indemnification provision; except that the indemnity provided in this agreement shall not apply to any liability resulting from the negligence of TENANT.

In the event of joint and concurrent negligence of the parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana. Neither party waives any governmental immunity or defenses available to it under Louisiana law.

IX. MAINTENANCE

1. Tenant leases and accepts the Leased Premises in their condition on the commencement date of this lease, and acknowledges that the Leased Premises are in good and satisfactory condition, and assumes responsibility throughout the term of this lease for maintaining the Leased Premises in good, orderly, and safe condition and state of repair including, without limitation, replacement of any glass broken on the inside of the Leased Premises and replacement of any glass broken on the outside of the

Leased Premises if damaged by Tenant (otherwise TPCG is responsible for any glass broken on the outside of the Leased Premises), and maintenance of lighting fixtures and replacement of lamps, bulbs, and ballasts. Tenant shall furthermore promptly repair all damage or injury to other parts of the Property, if such damage or injury is caused by or attributable to activities or omissions of Tenant, its servants, agents, employees, invitees, or licensees.

2. Tenant, at its sole expense, shall properly maintain and keep the Leased Premises in good working order and repair (ordinary wear and tear, and casualty and condemnation excepted), including without limitation, plate glass, windows, lobby entry and interior doors, locks and knobs, safety equipment (including fire suppressions systems/extinguishers and comply with annual inspections as required), store fronts, interior walls, light bulbs and light fixtures, plumbing fixtures, electrical circuits and devices (including breakers, panels and sub-panels, transformers and any and all electrical equipment) and supplemental HVAC equipment (inclusive of refrigerant and filters). Tenant shall at Tenant's expense maintain and keep in good repair the heating and cooling equipment in said Leased Premises. Tenant shall keep those areas adjacent to the Leased Premises clean and free of all trash and debris. Any and all maintenance and repairs shall be completed and performed by properly state licensed and insured vendors, acceptable to TPCG in its reasonable discretion, in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances. Tenant shall cause all of Tenant's contractors to name TPCG as an additional insured on all policies of insurance covering work performed as contemplated under this Section.

3. All such maintenance and repair shall be of a class or quality which is at least equal to the original work or construction in the Property and shall otherwise be completed to the reasonable satisfaction of TPCG and shall be done only by engineers, contractors, carpenters, electricians, painters, mechanics, or others approved by TPCG in writing, but at the expense of Tenant.

4. Tenant shall deliver to TPCG prompt written notice of any needed repairs to plumbing, heating or air conditioning, or electrical lines located in, servicing, or passing through the Leased Premises, and such repairs as are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees, or licensees, in which event Tenant shall bear the expense of any such repairs.

5. If Tenant fails on 15-days written notice to proceed with due diligence to make repairs required to the Leased Premises that are necessary in the reasonable judgment of TPCG, then TPCG may (but shall not be obligated to) make such repairs at the expense of the Tenant, and the expense thereof incurred by TPCG shall be collected as additional rent in the next installment of rent falling due or, at TPCG's option, at any time thereafter.

6. TPCG's entry for inspection and maintenance. TPCG reserves the right to enter the Leased Premises at reasonable times upon reasonable prior written notice to Tenant, to inspect the Leased Premises, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Leased Premises are located, exercising commercially reasonable diligence, and Tenant agrees to permit TPCG to do so.

X. DEFAULT

The occurrence of any of the following shall be a "Default":

1. Tenant fails to pay any Rent within five (5) days after written notice the same is due.
2. Tenant fails to perform or observe any other term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from TPCG.
3. Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) days without paying Rent as required under this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of non-payment of Rent three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at TPCG's option, represent a separate Default.

XI. REMEDIES

Upon the occurrence of any Default, TPCG shall have the following, non-exclusive rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

1. TPCG may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse TPCG as additional Rent for any costs and expenses that TPCG thereby incurs; and TPCG shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of TPCG's action.

2. Without terminating this Lease, TPCG may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to TPCG, and TPCG may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that TPCG may have. Upon termination of possession, TPCG may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to TPCG an amount equal to (i) the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "Remaining Term"), (ii) the costs of recovering possession of the Leased Premises and all other expenses, loss or damage incurred by TPCG by reason of Tenant's Default ("Default Damages"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting, demolition, repairs, Tenant finish improvements, brokers' commissions, and attorneys' fees, and (iii) all unpaid Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "Prior Obligations"). Neither the filing of any dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

XII. TERMINATION

In addition to any other provision herein, this Agreement may be terminated under any or all of the following conditions:

1. By written mutual agreement and consent of TPCG and TENANT.
2. By written notice by TPCG as a consequence of the failure of Tenant to comply with any term and condition of this Agreement, other than payment of rent, in a satisfactory manner, after providing written notice of default and a thirty (30) day opportunity to cure any breach, proper allowance being made for circumstances beyond the control of either party, but not to exceed ninety (90) days.
3. By 90 days' written notice by TPCG to Tenant that the Leased Premises has become necessary for use by the public after a declaration of necessity by the governing authority for the TPCG.
4. Indemnification and insurance requirements necessary to cover indemnification obligations shall survive the termination or expiration of this agreement.

XIII. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to TPCG in broom-clean condition and in good order, condition and repair, ordinary wear and tear, casualty, and condemnation excepted; (b) remove from the Leased Premises all of Tenant's Property, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear, casualty, and condemnation excepted. All of Tenant's Property that is not removed within thirty (30) days following expiration or earlier termination of this Lease shall be

conclusively deemed to have been abandoned and TPCG shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section shall survive the expiration or any earlier termination of this Lease.

XIV. DESTRUCTION OF LEASED PREMISES

If the Leased Premises are damaged by any casualty and, in TPCG's reasonable opinion, the Leased Premises (exclusive of any alterations made to the Leased Premises by Tenant) can be restored to their preexisting condition within one hundred eighty (180) days after the date of the casualty, TPCG shall, upon written notice from Tenant to TPCG of such damage, promptly and with due diligence repair the damage to the Premises. If, in TPCG's reasonable opinion, the Leased Premises can be restored within one hundred eighty (180) days after the casualty, but the restoration is not substantially completed within two hundred ten (210) days after the date of the casualty (plus reasonable extensions attributable to Tenant delays or force majeure delays), Tenant may terminate this Lease by giving written notice to TPCG no later than the date that is two hundred forty (240) days after said casualty, but prior to the substantial completion of the repairs. If such repairs cannot, in TPCG's reasonable opinion, be made within said one hundred eighty (180) day period, then either party may, at its option, exercisable by written notice given to the other party within sixty (60) days after the date of the casualty, elect to terminate the Lease as of the date of said casualty event. In the event neither party elects to terminate the Lease as provided herein, TPCG shall, at TPCG's expense, repair and restore the Leased Premises as provided and, in such event the Lease shall remain in full force and effect, but Rent shall be abated during the time that the Leased Premises is unusable because of any such damage.

XV. NOTICES

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address first set forth above in this Agreement. If sent by overnight courier, the notice shall be deemed to have been given one (1) business day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

XVI. ADDITIONAL TERMS AND CONDITIONS

Provided an acceptable non-disturbance agreement is provided to Tenant, this Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust, ground or underlying lease, or any other method of financing or refinancing now or hereafter encumbering the Leased Premises ("Mortgage Lien"), and to all advances made, or hereafter to be made upon the security thereof, and to all increases, renewals, amendments, modifications, consolidations, spreaders, replacements, substitutions, and/or extensions of any such Mortgage Lien and to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters affecting the Leased Premises of record. If any such Mortgage Lien be foreclosed, upon request of the mortgagee, lessor, or beneficiary ("TPCG's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. Within ten (10) days following receipt of a written request from TPCG and an acceptable non-disturbance agreement, Tenant shall execute and deliver to TPCG, without cost, any instrument that TPCG deems reasonably necessary or desirable to confirm the subordination of this Lease.

Other than specifically authorized herein, TENANT shall not assign, subcontract or otherwise transfer any rights or privileges under this Agreement without the written consent of TPCG.

Joseph L. Waitz, Jr., Terrebonne Parish District Attorney for the 32nd Judicial District Court shall be responsible for after-hours security expenses accruing or occurring during the term of this Agreement. The use of the "leased" space is contingent upon this required security

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

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

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

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

This contract embodies the complete agreement of the parties, superseding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

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

This Lease Agreement may be executed in one or more counterparts, or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through an electronic signing system implemented by either Party will also be deemed the same as an original executed signature page. Tenant shall, in addition to any electronic copy delivered, deliver one “ink-signed” original of this Agreement to TPCG. TPCG shall combine Tenant’s original signature page with TPCG’s original signature page for this Agreement for purposes of filing it for record with the Recorder of Mortgages and/or Conveyances of Terrebonne Parish, Louisiana. TPCG shall provide Tenant with a file-stamped copy of the Lease Agreement.

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

X: _____
JASON W. BERGERON, PARISH PRESIDENT
OR NOAH J. LIRETTE, CHIEF
ADMINISTRATIVE OFFICER

THUS done and signed on this ____ day of _____ 20____ in the presence of the undersigned competent witnesses in the city of _____, county/parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

TENANT: TERREBONNE CHILDREN’S
ADVOCACY CENTER

X: _____
BY: Joseph L. Waitz, Jr., District Attorney
ITS: Director



Monday, October 14, 2024

Item Title:

Ordinance to enter into Amendment No. 1 between TPCG and Recreation District No. 11 to Remove the Adult Softball Complex

Item Summary:

Consider the introduction of an ordinance Authorize the Parish President to Enter Into An Amendment No. 1 to the 1997 Intergovernmental Agreement, Lease, and Sub-Lease with Recreation District No. 11 to Remove the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of the Adult Softball Complex to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/7/2024	Executive Summary
Ordinance	10/7/2024	Ordinance
Agreement	10/7/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance Authorize the Parish President to Enter Into An Amendment No. 1 to the 1997 Intergovernmental Agreement, Lease, and Sub-Lease with Recreation District No. 11 to Remove the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of the Adult Softball Complex to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG finds that is in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of the Adult Softball Complex to TPCG.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG and Recreation District No. 11 intend to enter into the attached Amendment No. 1 to the Intergovernmental Agreement, Lease, and Sub-Lease to Remove the Adult Softball Complex from the agreement.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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Noah J. Lirette, Chief Administrative Officer

Date

10/07/2024

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO AN AMENDMENT NO. 1 TO THE 1997 INTERGOVERNMENTAL AGREEMENT, LEASE, AND SUB-LEASE WITH RECREATION DISTRICT NO. 11 TO REMOVE THE ADULT SOFTBALL COMPLEX FROM THE AGREEMENT AND RETURN CARE, CUSTODY, AND CONTROL OF THE ADULT SOFTBALL COMPLEX TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

WHEREAS, the Terrebonne Parish Charter, Sec. 2-11(a)(11) provides that an ordinance is required to “Convey or lease or authorize the conveyance or lease of any of the lands or property of the parish government.”; and

WHEREAS, Louisiana Revised Statute 33:1324 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, the Terrebonne Parish Consolidated Government (“TPCG”) entered into an Intergovernmental Agreement, Lease, and Sub-Lease with Recreation District No. 11 on June 1, 1997, pursuant to which Recreation District No. 11 (“Rec. Dist. 11”) undertook sole responsibility for the maintenance, upkeep and repairs of the Adult Softball Complex for Terrebonne Parish; and

WHEREAS, TPCG finds that is in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of the Adult Softball Complex to TPCG; and

WHEREAS, TPCG and Rec. Dist. 11 intend to enter into the attached Amendment No. 1 to the Intergovernmental Agreement, Lease, and Sub-Lease to remove the Adult Softball Complex from the agreement; 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 hereby authorized to execute and enter into an Amendment No. 1 to Intergovernmental Agreement, Lease, and Sub-Lease with Rec. Dist. 11 to return the care, custody, and control of the Adult Softball Complex to TPCG, not inconsistent with the proposed amendment attached to this Ordinance.

SECTION II

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

SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 2024.

Chair
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**AMENDMENT NO. 1 TO
INTERGOVERNMENTAL AGREEMENT, LEASE,
AND SUB-LEASE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
TERREBONNE PARISH RECREATION DISTRICT NO. 11**

Before the undersigned Notaries Public, duly qualified in their respective parishes, on the dates inscribed below, and in the presence of the undersigned competent witnesses, came and appeared the parties identified below in Article I, who did depose and state that this Act is an Amendment No. 1 to the Intergovernmental Agreement, Lease, and Sub-Lease between the Terrebonne Parish Consolidated Government and Recreation District No. 11 ("Amendment") and they did further declare to agree as follows:

1. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Ordinance No. _____, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as "Owner" or "TPCG"); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

1.2. **Terrebonne Parish Recreation District No. 11**, a political subdivision of the state of Louisiana and a body corporate, organized under the laws of Louisiana, herein represented by its duly authorized Chairman of the Board, Rev. Dr. Vincent Fusilier, Sr., whose mailing address is Post Office Box 4294, Houma, Louisiana 70361, (hereinafter called the "DISTRICT" or "LESSEE").;

who, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

2. ORIGINAL CONTRACT

The Parties to this Amendment entered into that certain Intergovernmental Agreement, Lease, and Sub-Lease for the lease to the DISTRICT certain parks owned by TPCG within the jurisdiction of the DISTRICT, and other matters, on January 1, 1997, (hereinafter "Original Contract"). The Original Contract was filed for record on January 21, 1997, with the Terrebonne Parish Recorder of Mortgages and Conveyances at COB 1540, page 717, Entry No. 990521.

3. PURPOSE OF AMENDMENT

The purpose of this amendment is to return care, custody, and control of the Adult Softball Complex to TPCG.

4. AMENDED TERMS AND CONDITIONS

The Parties hereto agree and hereby amend the Original Contract to remove the Adult Softball Complex from the properties leased by OWNER to the DISTRICT in the Agreement, which said property is more fully described on page 2 of the Original Contract, and return the care, custody, and control of the said Adult Softball Complex to OWNER, effective on the date of execution of the last party signing this Amendment.

5. OTHER PROVISIONS

5.1. All terms and conditions of the Original Contract not deleted or amended herein shall remain in full force and effect.

5.2. The Terrebonne Parish Recorder of Conveyances and Mortgages is requested to make note of this Amendment in the Margin of the Original Contract, Entry No. 990521, to serve as occasion may require.

5.3. Counterparts. This Amendment may be executed in counterparts and may be transmitted by facsimile copy or e-mailed PDF file, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. If executed separately, DISTRICT shall also provide TPCG with an ink-signed original of this Amendment, and TPCG shall combine its ink-signed original with DISTRICT's ink-signed original for the purposes of filing same in the mortgage and/or conveyance records of the parish of Terrebonne. However, failure to do so shall not affect the validity, enforceability, or binding effect of this Amendment.

6. SIGNATURES

6.1. TERREBONNE PARISH RECREATION DISTRICT NO. 11

THUS done and signed on this ____ day of October 2024 in the presence of the undersigned notary and competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

DISTRICT

X: _____
BY: REV. DR. VINCENT FUSILIER, SR.
ITS: CHAIRMAN

NOTARY PUBLIC

6.2. OWNER

THUS done and signed on this ____ day of October 2024 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

OWNER:

X: _____
BY: JASON W. BERGERON
ITS: PARISH PRESIDENT
OR: NOAH J. LIRETTE,
ITS: CHIEF ADMINISTRATIVE OFFICER

NOTARY PUBLIC



Monday, October 14, 2024

Item Title:

Ordinance to Amend, Rescind, and Enact Certain Sections Chapter 14, Nuisance Abatement, of the Terrebonne Parish Code of Ordinances

Item Summary:

Consider the introduction of an ordinance to Amend, Rescind, and Enact Certain Sections Chapter 14, Nuisance Abatement, of the Terrebonne Parish Code of Ordinances to Provide for Alternative Methods of Notice Violations; to Eliminate Violations for Excessive Noises; to Facilitate Efficient Processing of Fees; to Establish a Protocol for Cancelling Nuisance Liens; to Establish a Warning Period for Nuisance Actions; to Stack Violations for Multiple Offenses on One or More Properties Owned by Similar Owners; to Standardize Judicial Review of Violation proceedings; to Prohibit Persons in Violation of the Nuisance Code from Bidding on Parish-Owned Adjudicated or Surplus Immovable Property; and to Provide for Related Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/10/2024	Executive Summary
Ordinance	10/10/2024	Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Amend, Rescind, and Enact Certain Sections Chapter 14, Nuisance Abatement, of the Terrebonne Parish Code of Ordinances to Provide for Alternative Methods of Notice Violations; to Eliminate Violations for Excessive Noises; to Facilitate Efficient Processing of Fees; to Establish a Protocol for Cancelling Nuisance Liens; to Establish a Warning Period for Nuisance Actions; to Stack Violations for Multiple Offenses on One or More Properties Owned by Similar Owners; to Standardize Judicial Review of Violation proceedings; to Prohibit Persons in Violation of the Nuisance Code from Bidding on Parish-Owned Adjudicated or Surplus Immovable Property; and to Provide for Related Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Revisions to Chapter 14 of the Terrebonne Parish Code of Ordinances will promote better enforcement of nuisance violations, more efficient handling of cases, and to prevent repeat offenders from benefiting from parish-owned properties.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

These changes help to improve community safety, enhance neighborhood quality, and create a more efficient and fair system for addressing nuisance violations.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A NO YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
------------	---	---	---	---	---	---	---	---	---



 Noah J. Lirette, Chief Administrative Officer

 10/10/2024
 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND, RESCIND, AND ENACT CERTAIN SECTIONS CHAPTER 14, NUISANCE ABATEMENT, OF THE TERREBONNE PARISH CODE OF ORDINANCES TO PROVIDE FOR ALTERNATIVE METHODS OF NOTICE VIOLATIONS; TO ELIMINATE VIOLATIONS FOR EXCESSIVE NOISES; TO FACILITATE EFFICIENT PROCESSING OF FEES; TO ESTABLISH A PROTOCOL FOR CANCELLING NUISANCE LIENS; TO ESTABLISH A WARNING PERIOD FOR NUISANCE ACTIONS; TO STACK VIOLATIONS FOR MULTIPLE OFFENSES ON ONE OR MORE PROPERTIES OWNED BY SIMILAR OWNERS; TO STANDARDIZE JUDICIAL REVIEW OF VIOLATION PROCEEDINGS; TO PROHIBIT PERSONS IN VIOLATION OF THE NUISANCE CODE FROM BIDDING ON PARISH-OWNED ADJUDICATED OR SURPLUS IMMOVABLE PROPERTY; AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, Section 1-06 of the Home Rule Charter for Terrebonne Parish Consolidated Government (TPCG) provides that the Parish Government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary requisite or proper for the management of parish affairs, and all other subject matters without exception, subject only to the limitation that the same shall not be inconsistent with the Constitution or expressly denied by general law applicable to the parish; and

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to adopt or amend an administrative code: and

WHEREAS, TPCG wishes to amend, rescind, and enact certain sections of Chapter 14 to provide for alternative methods of notice violations; to eliminate violations for excessive noises; to facilitate efficient processing of fees; to establish a protocol for cancelling nuisance liens; to establish a warning period for nuisance actions; to stack violations for multiple offenses on one or more properties owned by similar owners; to standardize judicial review of violation proceedings; to prohibit persons in violation of the nuisance code from bidding on parish-owned adjudicated or surplus immovable property; and to provide for related matters.

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

SECTION I

The following sections of Chapter 14, Nuisance Abatement, shall be and are hereby enacted, amended, and rescinded, using underlining to indicate additions or enacted sections, and strikethrough to indicate deletions or rescinded sections, as follows:

Chapter 14 NUISANCE ABATEMENT

ARTICLE I. IN GENERAL

* * *

Sec. 14-9. Service of Process

In any instance under this Chapter where service or notice to a person is required, said service or notice may be satisfied by legal service of process carried out by a representative of the Terrebonne Parish Consolidated Government who is a peace officer and/or is P.O.S.T. certified. Legal service of process made on a proprietary party, whether personal or

domiciliary, shall be deemed valid and effective where necessary for enforcement of this Chapter. TPCG shall maintain proof of service of process and return of service records.

Sec. 14-10. Procedure for Cancelling Encumbrances.

- (a) Any interested person may apply to cancel any of the following encumbrances by written request addressed to the Nuisance Abatement Division of the Planning and Zoning Department of the TPCG:
- (1) nuisance liens and notices of liens
 - (2) condemnation hearing notices, condemnation orders, and demolition liens
 - (3) any other liens or encumbrances filed in the public records of Terrebonne Parish authorized under this Chapter 14 (e.g., tall grass liens, junk liens, etc.)
- (b) Upon request, the property clerk shall provide to the requesting party a copy of the recorded statement of costs, or an invoice for the amount of the lien, including any fees, costs, and interest reserved therein, plus recoverable costs.
- (c) The invoice referenced in (b) above shall be valid for thirty (30) days from the date of invoice. After thirty (30) days, if not paid by requestor, a new written request must be made.
- (d) Recoverable costs shall include the following:
- (1) filing fees for the affidavit of cancellation
 - (2) administrative or attorney fees for preparation of the affidavit of cancellation
 - (3) costs for postage, copies, and other administrative expenses
- (e) Payment in the amount due is payable to the TPCG at its finance department. Within thirty (30) days of receipt of payment. Upon notice of satisfaction by the finance department to the property clerk, the property clerk shall issue an affidavit of cancellation to the nuisance abatement division.
- (f) The nuisance abatement division shall cause the affidavit to be executed and shall file the affidavit of cancellation with the recorder of mortgages. The nuisance abatement division shall provide the property clerk and the requesting party with copies of the recorded cancellation.

Secs. 14-9 14-11—14-25. Reserved.

ARTICLE II. DEFINITIONS

Sec. 14-26. Words and terms defined.

For the purposes of this chapter, the following terms, phrases, words and derivations shall have the meaning given herein, unless it is apparent from the context that a different meaning is intended:

Abandoned vehicle means any vehicle which is located on public or private property. ~~Vehicles include, but are, including, but~~ not limited to, motor vehicles, cars, trucks, trailers, recreational vehicles, boats, vessels, and mobile homes, ~~of which is~~ meet any of the following criteria as follows:

- (1) Wrecked, dismantled, partially dismantled, inoperative, abandoned, discarded, ~~or left on public property that creates an imminent hazard to the public.~~ the condition of the vehicle being such that it is considered to be a total loss. The term "total loss" shall have the same meaning as La. R.S. 33:4876: that the cost to repair a damaged or dismantled vehicle exceeds the junk value of said vehicle, as determined by any recognized national appraisal book; or.
- (2) ~~vehicle that~~ is operable or ~~inoperable~~ inoperative and is left unattended on public property for more than twenty-four (24) hours, or
- (3) is ~~inoperable~~ inoperative and left unattended on the shoulder or right-of-way of an interstate, four-lane highway, or roadway for more than twenty-four (24) hours, or

- ~~(4) a vehicle that has remained illegally on public property for a period of more than twenty-four (24) hours, or~~
- ~~(5) a vehicle that has remained operable or ~~inoperable~~ inoperative on private property without the consent of the owner or person in control of the property for more than three (3) days.~~

~~TPCG shall place notice tag on the vehicle.~~

- ~~a. A vehicle shall be deemed inoperable if it does not have a license plate, insurance, and/or a valid registration tag.~~

- ~~(3) Notwithstanding anything in contrary to this section, any vehicle, operable or inoperable inoperative that is left on public property, including, but not limited to, roadways, and shoulders, creating a hazard, shall be rightfully removed by the Terrebonne Parish Consolidated Government or its designated representative and stored at a location of its choice.~~

- ~~(4)(6) The definition of abandoned/junked vehicle does not include any antique vehicle as defined in this section provided that the antique vehicle and its storage area are maintained in such a manner that they do not constitute a health, safety or fire hazard.~~

- ~~(5) All costs paid by TPCG for the removal and/or storage of vehicles under this section shall be reimbursed by the owner of the removed and/or stored vehicle. If the vehicle is being stored by TPCG, and TPCG is not repaid the associated cost of removing and storing the vehicle, the vehicle shall be deemed abandoned. TPCG shall make reasonable attempts to notify the owner that the vehicle is stored, including notice by certified mail and/or hand delivery to the owner's last known address. Failure to receive the notice shall not be a defense by owner. After TPCG has stored the vehicle for longer than thirty (30) days, and the owner has not claimed the vehicle and paid for all costs of removal and storage of the vehicle, the vehicle is declared abandoned by its owner and TPCG is deemed its owner.~~

- ~~(6) TPCG adopts, as an additional remedy, at its choice, any related state statute.~~

Antique vehicle means any motor vehicle which is twenty-five (25) years old or older, has not been materially modified or altered from the original manufacturer's specifications, is being collected, preserved, restored, operated, or maintained by a hobbyist because of its historic interest, and is registered with the Louisiana Office of Motor Vehicles as an antique motor vehicle.

* * *

Dog and domestic animal noise. See "Excessive noises".

Excessive noises means:

- ~~(1) The term "excessive noises" as pertains to a private residence, means sound amplified by electrical or mechanical means or any combination thereof to the extent that it is heard outside of the residence in which the sound equipment is located.~~
- ~~(2) The term "excessive noises" as pertains to any commercial structures, means sound produced by radio, television, loudspeakers, musical equipment or devices, within the interior or on the exterior of commercial buildings, which is audible at a distance of seven and one half (7.5) meters (twenty five (25) feet) or exceeds seventy (70) decibels in volume.~~
- ~~(3) The term "excessive noises" as pertains to motor vehicles, means sound produced by radio, television, loudspeakers, musical equipment or devices, within the interior or on the exterior of motor vehicles, which is audible at a distance of seven and one half (7.5) meters (twenty five (25) feet) or exceeds seventy (70) decibels in volume.~~

~~(4) The term "excessive noises" as pertains to dogs and domestic animals, means any noise that a dog or domestic animal in an individual's care, custody and control within a subdivision or within one hundred fifty (150) feet of any inhabited property makes continuously and/or intermittently for a minimum of ten (10) minutes and which occurs between the hours of 9:00 p.m. and 7:00 a.m.~~

Inoperative means incapable of self-propelled movement. A vehicle which is not currently and validly registered for operation or use on highways and streets, as required by law, is presumed to be inoperative.

Junk means any trash, refuse, garbage, debris, printed paper flyers, handbills, mobile homes, and/or trailers, rubbish, old or scrap rope, rags, batteries, paper, trash, shopping carts, discarded refrigerators, freezers, stoves, and other major appliances; discarded mattresses, glass, wood, and tires; rubber, copper, brass, iron, steel and other old or scrapped ferrous and nonferrous material; and, any other refuse, trash, or discarded material.

The term "junk" as relates to junked vessel means a vessel that is wrecked, dismantled, partially dismantled, inoperative, abandoned or discarded, the condition of the vessel being such that it is considered to be a total loss. The term "total loss" as relates to vessel shall be the same as the definition contained within the definition of junked vehicle within this section 14-26; however, tailored to watercraft.

Junkyard means a business established for the purpose of selling used or scrap automobiles, trucks, and/or trailers; old or scrap rope, rags, batteries, paper, rubber, copper, brass, aluminum, iron, steel and other old or scrapped ferrous or nonferrous materials; discarded refrigerators, freezers, stoves, and other appliances, provided that said business is authorized by and is in compliance with Chapter 16 of the TPCG Code and other regulatory ordinances of TPCG; discarded mattresses, glass, wood and tires; and, any other junk or discarded materials. The term also includes salvage yards and recycling centers.

* * *

ARTICLE III. LITTERING

* * *

ARTICLE IV. VEGETATION, TRASH, AND JUNK

* * *

Sec. 14-68. Buffer zone.

There is a buffer zone solely as it relates to tall grass as defined in section 14-26.

Sec. 14-69. Authority to enter property.

- (1) The director of the Planning and Zoning Department, or his/her designee, is hereby authorized to enter property found to be in violation of this article, and to cut, rake and remove any noxious weeds or grass or deleterious, unhealthy or noxious growth, on occupied or unoccupied property, growing or standing on any sidewalk or banquette, or on any lot, place of area, provided no such work shall be undertaken by the director until the owner of the lot, place or area or the owners of the property abutting the sidewalk or banquette shall have had the opportunity to do the work at after notice of ten days has been given by registered mail, addressed in accordance with the tax rolls, or served on the owner, by domiciliary or personal service, by a representative of TPCG.
- (2) In lieu of the notice prescribed above, the director, or his/her representative shall be authorized to undertake the work under the following circumstances or upon the giving of the following notice, to-wit:

(a) If the owner of any lot or other real property is unknown or his/her whereabouts are not known, a sign giving notice of the violation and of the intent to abate the violation shall be posted by the director upon or near the premises and may, at the option of the director, be published in the official journal of TPCG one time at least three days before the work is performed. The director or his designee shall make an affidavit setting out the facts as to unknown address.

(b) All costs incurred by the director in effecting notice to the owner shall be included in the costs specified in [Section 14-70](#).

Sec. 14-70. Liability for Costs; Collection.

(1) TPCG may undertake the cutting, destruction, or removal of noxious weeds or grass or other deleterious, unhealthful, or noxious matters on any property within its jurisdiction on a monthly basis without the notice required in Sec. 14-69 of this Section if the property owner liable has been notified pursuant to said Subsection at any time during the immediately preceding twelve months and has failed to do the work himself/herself after opportunity to do so. However, prior to undertaking such work, TPCG shall file and record one affidavit after the initial violation, signed by a representative of TPCG, which shall be sufficient for twelve months from the initial violation. Such affidavit shall include the following:

(a) A description of the property sufficient to reasonably identify it.

(b) A statement that the property owner liable has within the past twelve months failed to do such work after notification and opportunity to do so pursuant to Subsection B of this Section.

(2) Once TPCG has undertaken such actions, pursuant to Subsection 1 of this Section, it shall have the bill for the work delivered by registered mail, addressed in accordance with the tax rolls, or served on the property owner, by domiciliary or personal service, by a representative of TPCG.

(3) Upon failure of the property owner to pay the charges within thirty days of receipt of the bill, TPCG may file a certified copy of said charges with the recorder of mortgages, and the same, when so filed and recorded, shall operate as a lien and privilege in favor of TPCG against the property on which the work was done or against the property abutting the sidewalk or banquette on which the work was done. The lien and privilege granted under this Subsection shall have the same ranking as an ad valorem tax lien on immovable property as provided in R.S. 9:4821(1).

(4) In addition to the remedy provided above, TPCG may institute suit to enforce the collection of all monies owed under this article, including attorney's fees incurred in connection with such suit.

Secs. 14-69 14-71—14-95. Reserved.

ARTICLE V. JUNK AND TRASH IN PUBLIC VIEW. JUNKYARDS

Sec. 14-96. Prohibition.

(a) No person, firm, or corporation shall accumulate, store, dispose or allow the accumulation, storage or disposal of junk, trash, garbage, or other offensive accumulation on his property directly adjacent or abutting a residential development or within view of any highway, street, road, alley, or other passageway within the parish.

~~(b)~~—No junkyard shall be operated in such a manner so as to allow the accumulated junk in public view, which is either being stored or is being offered for sale, to be located adjacent or abutting a residential development or within the view of any highway, street, road, alley or other passageway in the parish.

* * *

ARTICLE VI. VESSELS

* * *

ARTICLE VII. CONDEMNATIONS

* * *

Sec. 14-159. Remedy.

(a) *Inspection.* Upon its own consideration or upon the complaint of any person, the department shall make an on-site inspection of the property and compile a written report citing the specific findings and recommendations in regard to the repair or demolition and removal of the structure. The written report shall be accompanied by a photograph(s) of the structure taken on or near in time to the day and the time of the initial on-site inspection.

* * *

(c) *Administration, remedies, enforcement.* Failure to comply with the nuisance warning shall result in the institution of condemnation proceedings in accordance with R.S. 33:4761 et seq., as may be amended. The enforcement provisions of ~~a~~Article XI do not apply to condemnations, except as provided in Section 14-321.

Sec. 14-160. ~~{Redemption period.}~~

Condemned property is declared blighted and the redemption period in section 14-172 is adopted for such condemned property.

Secs. 14-161—14-169. Reserved.

ARTICLE VIII. BLIGHTED OR ABANDONED PROPERTY

* * *

ARTICLE IX. JUNKED, ABANDONED, AND INOPERATIVE VEHICLES

Sec. 14-186. Nuisance declared; prohibitions; exceptions.

- (a) The presence of any junked, abandoned, and inoperative vehicle(s) on any public or private property occupied, unoccupied, improved, or unimproved within the parish shall be deemed and is hereby declared a nuisance, as defined in section 14-26.
- (b) Prohibition on public property. Except as otherwise permitted herein, no person, firm, or corporation shall cause or maintain any junked, abandoned, and inoperative vehicle(s) on any public property for a period of over ~~forty-eight (48)~~ twenty-four (24) hours.
- (c) Prohibition on private property. Except as otherwise permitted herein, no person, firm, or corporation shall cause or maintain any junked, abandoned, and inoperative vehicle(s) on any private property for a period of over ~~seven (7)~~ three (3) days.
- (d) Exceptions. The ordinances of this section shall not apply to the following:

- (1) ~~Any junked, abandoned, and inoperative vehicle which is completely enclosed within a building or yard in a manner that is not otherwise visible from the street or other public or private property;~~
- (2) Any motor vehicle in operable condition specifically adapted or constructed for racing or operation on privately owned drag strips or raceways;
- (3)(2) Any junked, abandoned, and inoperative vehicle stored in an appropriate storage place or depository maintained at a location where such storage place or depository is authorized/licensed and operating in conformity with the regulatory ordinances and laws of the parish government;
- (4)(3) Any motor vehicle stored as the property of a member of the armed forces of the United States who is on active duty assignment.
- (5)(4) Any antique vehicle as defined in section 14-26 of this chapter, provided that the antique vehicle and its storage area are maintained in such a manner that they do not constitute a health, safety or fire hazard.

Sec. 14-187. Motor Vehicles declared public property; removal of hazard; costs.

- (a) The ownership of any abandoned or junked motor vehicle left on any public or private property within the parish, which shall remain on the street, vacant lot, or any unused portion of any occupied lot, neutral ground, or sidewalk within the parish, after unanswered notice in the form of a nuisance warning has been provided, shall be forfeited to the public. Such vehicle shall be considered public property and be removed to a place to be provided by council and held there until the seized vehicle shall have been disposed of in accordance with R.S. 33:4876.
- (b) Notwithstanding anything in contrary to this section, any vehicle, operable or inoperative, that is left on public property, including, but not limited to, roadways, and shoulders, which creates a hazard, may be removed by the parish and stored at a location of its choice.
- (c) All costs paid by TPCG for the removal and/or storage of vehicles under this section shall be reimbursed by the owner of the removed and/or stored vehicle. If the vehicle is being stored by TPCG, and TPCG is not repaid the associated cost of removing and storing the vehicle, the vehicle shall be deemed abandoned. TPCG shall make reasonable attempts to serve the owner with notice that the vehicle is stored. Failure to receive the notice shall not be a defense by owner. After TPCG has stored the vehicle for longer than thirty (30) days, and the owner has not claimed the vehicle and paid for all costs of removal and storage of the vehicle, the vehicle shall be deemed declared abandoned by its owner and TPCG shall be deemed its owner.

* * *

~~ARTICLE X. EXCESSIVE NOISES RESERVED.~~

~~**Sec. 14-200. Excessive noises declared a nuisance.**~~

~~For the purpose of this article, excessive noises, as defined in section 14-26, are hereby declared a nuisance.~~

~~**Sec. 14-201. Administration, remedies, and enforcement.**~~

~~As pertains to excessive noises, the remedy for violations of this article shall be in the manner specified in article XI of this chapter.~~

~~**Sec. 14-202. Exceptions.**~~

~~The ordinances of this section do not apply to the following:~~

- ~~(1) a. The use of a horn, alarm, or other warning device which has as its purpose the signaling of unsafe or dangerous situations or to summon the assistance of law enforcement when used for such purpose.~~
- ~~b. The use of carillon or bell emanating from or on a building or property used primarily as a church, synagogue, or school.~~
- ~~c. Any person who has a valid permit authorizing an activity which is likely to produce loud or excessive sound or noise, including an outdoor concert.~~
- ~~(2) The department of planning and zoning is authorized to issue permits for the use of amplifying equipment or devices in accordance with this section under the following conditions:~~
- ~~a. Only temporary permits may be issued and such permits may not exceed three (3) days.~~
- ~~b. Temporary permits may not be issued consecutively to any person or persons, entity or enterprise, or their agents, so as to defeat the prohibitions set forth in this section. The term "consecutively" is defined to mean at any time within a six-month period.~~
- ~~c. A charge of twenty five dollars (\$25.00) will be levied for each application for a permit to cover administrative expenses in connection with the issuing of the permit.~~
- ~~d. The parish administration may use discretion in the issuance of any request for a permit and may consider, including, but not limited to, the location of the proposed activity, the nature of the proposed activity, the time of the proposed activity and any and all other factors that concern the health, safety, and welfare of the residents of the Parish of Terrebonne.~~

Secs. ~~14-203~~14-200—14-299. Reserved.

ARTICLE XI. ADMINISTRATION, REMEDIES, AND ENFORCEMENT

* * *

Sec. 14-303. Powers of the department of planning and zoning relative to nuisance abatement.

- (a) The department of planning and zoning shall be responsible for the implementation and subsequent administration of the ordinances of this chapter.
- (b) A complaint may be made upon its own consideration or upon the complaint of any person and the planning and zoning department shall make an on-site inspection of the property and compile a written report citing the specific findings and recommendations in regard to the pertinent nuisance conditions. The written report shall be accompanied by a photograph(s) of the property taken on or near in time to the day and the time of the initial on-site inspection.
- (c) Powers and duties. The department is hereby authorized and directed to administer the ordinances of this chapter. In carrying out its administrative duties, the department shall:
- (1) *Procedures.* Establish and administer rules and ordinances for proceedings within the department, together with the maintenance of regular forms for any such proceedings regarding the operations of the department, subject to review and approval of the parish president.
- (2) *Record of actions.* Maintain records of all actions taken by the department in the administration of the ordinances of this chapter.
- (3) *Nuisance adjudication hearings.* To convene upon the violator's request the nuisance administrative hearing officer to consider and rule upon any defense or justification presented by violators; and, to resist and to oppose any deviations from the ordinances of this chapter, when necessary.
- (4) *Investigations and surveys.* Conduct investigations and surveys to determine compliance or noncompliance with the ordinances of this chapter. Incidental to such

surveys and investigations, the department head or an authorized representative of the department, may enter into and upon any land or structure to be inspected or examined.

- a. *Right of entry.* Whenever it is necessary to make an inspection to administer any of the ordinances of this chapter, the department head, or his duly authorized representative, may enter upon such property, at all reasonable times, to perform his duties. If such property is occupied, he shall first present proper credentials and request entry. If entry is refused, then the department head, or his duly authorized representative, shall have recourse to every remedy provided by law to secure entry onto the property or entrance into the structure.
- (5) *Enforcement.* Issue written warnings, citations and orders requiring compliance with the ordinances of this chapter.
- (6) *Sufficiency of Service.* Any notice or service required under this Article may be made by registered, certified, or first-class mail or by domiciliary or personal service as provided in Section 14-9 of this Code. Service by mail on property owners shall be addressed to the person named and at the address provided on the current ad valorem tax records maintained by the Terrebonne Parish Tax Assessor. For service by mail, the date of mailing shall be deemed the date of service of any nuisance warning. If no last known address is available for the violating party or proprietary party, the Department shall make notification by publication in the legal notice section of the official journal of the parish, publishing notice at least once.
- (7) *Process Service.* TPCG may appoint a process server for the purposes of making service of any notice, citation, and order, provided for within this chapter related to nuisance abatement. Process service shall be deemed sufficient if made by personal service or domiciliary service. The process server must return a copy of the notice or citation with service information.

Sec. 14-304. Nuisance warnings; ~~forms; required contents; form of service.~~

- (a) The nuisance warning shall be the preliminary notice of a violation of this chapter.
- (b) A nuisance warning shall be served ~~personally or by first-class mail~~ upon the person, firm, corporation, or proprietary party deemed by the department to be violating the ordinances of this chapter; provided, however, that if such person, firm, or corporation is not the proprietary party of the land or the structure in which the violation is deemed to exist or to have occurred, a copy of the citation shall be ~~sent by first-class mail~~ served to the proprietary party of such land or structure, ~~with the proprietary party to be determined from the tax roll for the preceding year in the office of the tax assessor of the parish. The date of mailing shall be deemed the date of service of any nuisance warning served by first-class mail.~~ If the occupant cannot be ~~is not so~~ served, or is not present, the nuisance citation shall be served upon the recorded proprietary party of the property. ~~If the registered, recorded or last known proprietary party of the party deemed to be violating the ordinances of this chapter cannot be located, notification shall consist of one (1) publication in the legal notice section of the official journal of the parish.~~
 - (1) Adequate notice, in the case of nuisance warnings issued for the abatement of a junked, abandoned and inoperative vehicle located on public or private property, should also be served by notice affixed to a prominent place on the vehicle so as to be plainly in the public view.
- (c) The warning shall contain information concerning the nature, date, time, and location of the alleged violation; the corrective action to be taken to abate the nuisance; and, with the following exceptions, the time period not to exceed five (5) days in which the corrective action is to be completed. The warning shall also contain the telephone number and the address of the department.

Exceptions as to content and time for compliance:

- (1) In the case of nuisance warnings issued for the abatement of dilapidated and dangerous structures the time period for compliance shall be a minimum of fifteen (15) days.
 - (2) In the case of a nuisance warning issued for the abatement of a junked, abandoned, and inoperative vehicle located on public or private property, the warning shall contain the state vehicle license number, and the make of the vehicle. In those cases where the license plate is not visible or legible, the vehicle identification number, color, or any other identifying characteristics shall be so noted. The notice shall also note the total number of vehicles in violation. The warning shall also contain information advising the proprietary party that failure to remove the vehicle in accordance with the issued notice of warning will result in the vehicle being declared public property and disposed of by the parish in accordance with R.S. 33:4876. The time period for compliance of nuisance warnings issued for the abatement of a junked, abandoned, or inoperative vehicle, ~~whether located on public or private property shall be a minimum of ten (10) days. The time period for compliance of nuisance warnings issued for the abatement of a junked, abandoned, or inoperative vehicle located on private property shall be a minimum of ten (10) days.~~
 - (3) In the case of nuisance warnings issued for the abatement of any sunken vessel, the registered proprietary party or last known proprietary party of any abandoned sunken vessel shall be notified in accordance with R.S. 34:843, as may be amended, such notice to contain a description of the abandoned sunken vessel, the location of the sunken vessel, a statement that the sunken vessel has been deemed either dangerous or abandoned, a list of criteria the proprietary party must meet in order to comply with this chapter, and a deadline for compliance in accordance with R.S. 34:843.
- (d) The warning shall also contain information advising the person that failure to abate the nuisance in accordance with the issued warning will result in the issuance of a written citation, and the assessment of fines incidental thereto.
- (e) Exceptions: ~~In the case of a nuisance warning issued for the removal of a junked, abandoned and inoperative vehicle located on public or private property, the warning shall also contain information advising the proprietary party that failure to remove the vehicle in accordance with the issued notice of warning will result in the vehicle being declared public property and disposed of by the parish in accordance with R.S. 33:4876.~~
- (1) At the Director of Planning and Zoning's discretion, certain nuisance violations which pose a risk to welfare, safety, or health will receive a warning with notice that their violation will be adjudicated directly with a hearing officer, as set out in Section 14-309 of this code, without following the required form of this section.
 - (2) The notice requirements of this section and Section 13-305 shall not apply to violations under Article IV dealing with tall grass violations.
- ~~(e) Twelve-month rule. A nuisance warning shall only be issued to a person, firm, corporation or proprietary party deemed by the department to be violating a certain provision of this chapter once within a single calendar year. Should the same nuisance occur within the same calendar year involving the same violator, a nuisance citation will be issued with fines assessed.~~
- (f) Warning period; continuation.
- (1) For the purposes of this Chapter, a nuisance warning shall be valid and remain in effect for twelve months, commencing on the date of issuance of the warning.
 - (2) Should the same nuisance violation persist, or should a new violation of the same nature occur within the said twelve-month period, the warning period shall continue for an additional 12 months from the date of the last violation, or the last date of the continuing violation, whichever occurs later.
 - (3) During the warning period, as may be continued under this Section, TPCG shall proceed to issue nuisance citations, assess fines, and enforce the remedies and penalties under this Chapter without the need to first issue new warnings.

Sec. 14-305. Nuisance citation; contesting the citation.

- (a) The nuisance citation shall be the notice of violation for purposes of this chapter.
- (b) The citation shall contain information concerning the nature, date, time, and location of the alleged violation; the corrective action to be taken to remedy the nuisance, the fine assessed, and the time period, not to exceed five (5) days, in which the fine is to be paid and the corrective action is to be completed.
- (c) The citation shall contain information advising the person charged that he/she may contest the citation by requesting either in person or in writing, within seventy-two (72) hours of service, a hearing before the nuisance administrative hearing officer. The citation shall also provide that failure to appear for a requested hearing before the nuisance administrative hearing officer may carry an additional penalty and shall be considered a prima facie admission of the violation set forth in the nuisance citation.
- (d) Once a violation is noticed with a citation, the property is considered to remain in violation until all portions of the property have been abated.

Sec. 14-306. Service of nuisance citations.

- (a) Except as provided for in subsection (f) of this section, a nuisance citation shall be served ~~personally or by certified or registered mail~~ upon the person, firm, corporation, or proprietary party deemed by the department to be violating the ordinances of this chapter; provided, however, that if such person, firm, or corporation is not the proprietary party of the land or the structure in which the violation is deemed to exist or to have occurred, a copy of the citation shall be served on ~~sent by certified or registered mail to~~ the proprietary party of such land or structure, ~~with the proprietary party to be determined from the tax roll for the preceding year in the office of the tax assessor of the parish. The date of personal service or of receipt of mailing shall be deemed the date of service of any citation or order served by certified or registered mail or personally upon the occupant of the property who is present at the time of service.~~ If the occupant cannot be ~~is not so~~ served, or is not present, the nuisance citation shall be served upon the recorded proprietary party of the property.
- (b) The original nuisance citation shall bear the name or initials and identification number of the issuing officer, who shall affirm the truth of the facts set forth therein.
- (c) In the event that the nuisance citation is refused by either the occupant or proprietary party of the property on which the nuisance is located, this fact shall be duly noted on the original and all copies of the citation.
- (d) The original and all copies of a citation shall constitute a business record of the parish, and shall constitute prima facie evidence that the citation was issued and that an attempt at service thereof was made in accordance with the ordinances of this chapter.
- (e) Notice to one (1) proprietary party by any method shall be deemed to be notice to all other co-owners.
- (f) Absentee or unknown owners. If the proprietary party of the property is unknown and cannot be ascertained, or if attempts to serve ~~notice of violation and citation by certified or registered mail or personal service have been~~ are unsuccessful, notice of the nature and location of the violation may be published on one (1) day in the official journal of the parish and such publication shall be deemed to be notice to the proprietary party of the property upon which the violation is found to occur. Notice to one (1) proprietary party by any method shall be deemed to be notice to all other co-owners.

* * *

Sec. 14-309. Creation of the nuisance administrative hearing officer.

- (a) *Established.* There is hereby created, a nuisance administrative hearing officer ~~who shall have jurisdiction over contested violations of any civil ordinances of nuisances, as~~

~~provided for in this chapter. The~~ authorized by the parish president, shall authorize the nuisance administrative hearing officer to preside at hearings for:

- (1) the adjudication of contested nuisance violations of this chapter; and
- (2) the adjudication of certain nuisance violations, at the discretion of the Director of Planning and Zoning, which pose a risk to welfare, safety, or health, after one nuisance citation, and without the necessary warnings and notices prescribed above in Sections 14-304 through 14-306.

(b) Officer. The nuisance administrative hearing officer shall be a Terrebonne Parish licensed attorney, not currently serving as a parish attorney, paid a reasonable fee. The nuisance administrative hearing officer shall be paid an hourly rate not to exceed one hundred twenty-seven dollars (\$127.00) per hour and all approved expenses. The parish shall furnish the nuisance administrative hearing officer with hearing facilities and a court reporter and shall maintain all records of contested hearings.

~~(b)~~(c) Functions, powers, and duties. The nuisance administrative hearing officer shall serve the following functions, powers, and duties:

- (1) To accept admissions to, and to hear and determine contests of nuisance violations under the ordinances of this chapter;
- (2) To issue subpoenas to compel the attendance of a person to give testimony at hearings and to compel the production of relevant books, papers, and other things. Service of subpoenas shall be by city marshal or private process server. Service shall be personal or domiciliary.
- (3) To adjudicate alleged nuisance violations issued under this chapter.
- (4) To compile and maintain complete and accurate records relating to all citations, violations and/or dispositions of nuisance violations and citations; and, upon request, to prepare complete and accurate transcripts of all hearings conducted and to furnish such transcripts to the violator, at said violator's expense and turn over such records and transcripts to the planning and zoning department.
- (5) To determine whether the contested nuisance should be removed, discarded, buffered, towed, immobilized, or any other method deemed appropriate in the abatement of the violation.
- (6) To determine all remedies and enforcement for nuisance violations, including the remedies set forth in section 14-307 and to assess and collect administrative costs and the costs incurred in the remedy of the nuisance violation.

* * *

Sec. 14-313. Hearings for disposition of contested nuisance citations.

(a) Every hearing for the adjudication of a contested charge of nuisance violation under the authority of this chapter shall be held before the nuisance administrative hearing officer.

* * *

(g) At the conclusion of the hearing, the nuisance administrative hearing officer shall render a written decision within forty-eight (48) hours, either finding the person cited liable, ordering the abatement of the nuisance within a specified time period, and assessing the fine and administrative costs or a portion thereof; or declaring the violation unproven or invalid. TPCG may enforce any order, judgment, or notice of judgement assessing fees, costs, and penalties, and/or stipulating a required correction, repair, or abatement measure.

(h) Remedies not exclusive. The regulations, procedures, and remedies established by this section are nonexclusive and may be pursued independently of each other and in addition to other remedies provided by law.

- (i) Failure to comply. If the proprietary party fails or refuses to take the corrective action ordered by the nuisance administrative hearing officer within the time period specified, the nuisance administrative hearing officer shall authorize parish crews or a parish contractor to enter the property where the violation is occurring and remedy the violation.

* * *

Sec. 14-315. Schedule of fines; costs of administrative penalties and remedy costs.

- (a) *Schedule of fines.* ~~The following rates for a~~ Nuisance violation fines within the areas of Terrebonne Parish under this chapter ~~are~~ in progress as follows:
- (1) For the first violation: \$250.00
 - (2) For a second violation ~~within the same calendar year:~~ \$500.00
 - (3) For a third and subsequent violations: ~~within the same calendar year,~~ criminal enforcement and/or civil fines up to five thousand dollars (\$5,000.00) ~~shall be utilized.~~
- (b) *Fines progress by person and property.* Fines under this Section shall apply progressively to violations of this Chapter by person and by property. All violations subsequent to the first violation shall be considered repeat offenses of the nuisance abatement code and fined, remedied, or enforced as such, regardless of whether the subsequent violation occurs on the same property of the first violation or occurs on property owned or occupied by the same person named in first violation. For purposes of this Chapter, different business entities who share at least one of the same member, director, partner, or officer shall be considered one in the same owner, regardless of the named property owner.
- (c) Except as provided in paragraph (b) of this section which governs business entities, nothing shall be construed to mean that a co-owner of a property subject to violation under this Chapter is responsible for prior violations of their co-owner(s) on a separate property not owned by both parties.
- (d) *Administrative fees.* A schedule of administrative fees shall be established by the nuisance administrative hearing officer, subject to the approval of the chief administrative officer and with the concurrence of a majority of the parish council. Administrative fees shall include, but not be limited to, the costs associated in the investigation of property to determine if a nuisance is occurring, determining ownership, processing the notice and citation, serving, sending, and providing notice to the owner, attendance at hearing(s), cost of the court reporter, legal fees associated with the nuisance enforcement and any other administrative tasks required in the proper enforcement of the ordinances of this chapter. The losing party shall bear all costs of the nuisance administrative hearing officer.
- ~~(e)~~(e) *Remedy costs.* Remedy costs are those direct costs incurred by either parish personnel or a parish contractor in the elimination and disposal of a nuisance. Remedy costs, when incurred, shall be assessed against the nuisance ordinance violator in the manner provided for herein.

Sec. 14-316. Judicial review.

- (a) The written decision of the nuisance administrative hearing officer shall be the final decision by the parish. Any person or persons, aggrieved by any decision may file a petition for judicial review to the ~~civil~~ 32nd Judicial District ~~€~~ Court of the parish of Terrebonne, within five (5) days after the date of entry of the decision. Absent an injunctive order or temporary restraining order from the reviewing court, enforcement of the decision of the nuisance administrative hearing officer shall commence as specified by the nuisance administrative hearing officer.
- (b) The judicial review by ~~Terrebonne Parish Civil~~ 32nd Judicial District Court shall not be de novo but solely a review of the record and a finding of whether the administrative hearing officer is sustained or overruled.

(c) The decision of the 32nd Judicial District Court shall be final, and no subsequent appeals shall be available.

* * *

~~Sec. 14-320. Barking dog affidavit.~~

~~For purposes of prima facie evidence of nuisance associated with barking dogs, notwithstanding anything to the contrary herein, sufficient proof may be made in the form of an affidavit by any complaining proprietary property attesting to the fact that the barking dog meets the definition contained at section 14-26. The affidavit shall create a presumption that the complaint meets the criteria of a nuisance for a barking dog; however, the presumption is rebuttable.~~

Sec. 14-321. Exclusion of condemnation.

Article XI does not apply to condemnations proceedings unless used to determine blighted property or to determine whether a property owner should be barred under Section 14-322.

Sec. 14-322. Violators prohibited from acquiring immovable property declared surplus.

- (a) Any person cited for a violation of this Chapter subsequent to the first violation shall be barred from purchasing any immovable property declared surplus by the Terrebonne Parish Consolidated Government, including but not limited to adjudicated property, (a) for one year from the date of issuance of the second citation, (b) for two years from the date of issuance of the third citation, and (c) permanently from the date of issuance of the fourth citation.
- (b) Any person whose property becomes subject to an order of condemnation under this Chapter shall be permanently barred from purchasing any immovable property declared surplus by the TPCG, including but not limited to, adjudicated property.
- (c) Any person who is in violation of this Chapter shall remain barred from purchasing immovable surplus properties until each original or subsequent violation has been remedied, regardless of whether the time for barring has lapsed. Remedy, for these purposes, shall include the payment of any fines and liens.

Secs. ~~14-322~~ 14-323—14-399. Reserved.

ARTICLE XII. JUSTICE OF THE PEACE COURTS

* * *

SECTION II

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that, in due, regular and legal sessions convened, this ordinance is adopted.

SECTION III

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

SECTION IV

NOW, LET IT FURTHER BE ORDAINED this ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

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

JOHN AMEDEE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to the Parish President

Approve _____ Veto.
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to the Council Clerk

I, Tammy 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 _____, 2024, at which meeting a quorum was present.

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

COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH



Monday, October 14, 2024

Item Title:

Ordinance to Amend Article V, Chapter 21 of the Terrebonne Parish Code for Recreation Districts

Item Summary:

Consider the introduction of an ordinance to Amend Article V, Chapter 21, of the Terrebonne Parish Code, Section 21-87 to Add Provisions for the Removal of Recreation District Board Members; to Amend Sections 21-93 and 21-94 to Require the Repair of Unsafe Equipment or Premises, to Require Compliance with the Policies and Procedures Manual, and to Authorize TPCG to Take Certain Action if the Recreation District Fails to Act; to Adopt Section 21-99 to Create the Recreation Advisory Committee; and to Amend Section 21-97 to Establish Deadlines for the Adoption of District and Comprehensive Master Plans; and Provide for Other Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/10/2024	Executive Summary
Ordinance	10/10/2024	Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Amend Article V, Chapter 21, of the Terrebonne Parish Code, Section 21-87 to Add Provisions for the Removal of Recreation District Board Members; to Amend Sections 21-93 and 21-94 to Require the Repair of Unsafe Equipment or Premises, to Require Compliance with the Policies and Procedures Manual, and to Authorize TPCG to Take Certain Action if the Recreation District Fails to Act; to Adopt Section 21-99 to Create the Recreation Advisory Committee; and to Amend Section 21-97 to Establish Deadlines for the Adoption of District and Comprehensive Master Plans; and Provide for Other Matters; and call a Public Hearing on Wednesday, October 30, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to amend Chapter 21 of the Terrebonne Parish Code of Ordinances to add provisions for the removal of Recreation District Board Members, to require districts to repair unsafe premises and equipment, to authorize the parish to take such action in the event the district fails to do so, to provide remedies to the parish for a district's failure to follow policies and procedures, to create an advisory body for the purposes of establishing district and parish-wide recreation master plans.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This ordinance seeks to enhance oversight and accountability of Terrebonne Parish's Recreation districts. Its purpose and benefits include Board Member Removal, Safety and Compliance, Enforcement of Policies, Recreation Advisory Committee, and Master Plans. This ordinance aims to improve recreational services, ensure public safety, enhance governance, and promote strategic long-term planning for the community.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	YES
IF YES AMOUNT BUDGETED:		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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 Noah J. Lirette, Chief Administrative Officer

10/10/2024

 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE V, CHAPTER 21, OF THE TERREBONNE PARISH CODE, SECTION 21-87 TO ADD PROVISIONS FOR THE REMOVAL OF RECREATION DISTRICT BOARD MEMBERS; TO AMEND SECTIONS 21-93 AND 21-94 TO REQUIRE THE REPAIR OF UNSAFE EQUIPMENT OR PREMISES, TO REQUIRE COMPLIANCE WITH THE POLICIES AND PROCEDURES MANUAL, AND TO AUTHORIZE TPCG TO TAKE CERTAIN ACTION IF THE RECREATION DISTRICT FAILS TO ACT; TO ADOPT SECTION 21-99 TO CREATE THE RECREATION ADVISORY COMMITTEE; AND TO AMEND SECTION 21-97 TO ESTABLISH DEADLINES FOR THE ADOPTION OF DISTRICT AND COMPREHENSIVE MASTER PLANS; AND PROVIDE FOR OTHER MATTERS

SECTION I

WHEREAS, Section 1-06 of the Home Rule Charter for Terrebonne Parish Consolidated Government (TPCG) provides that the Parish Government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary requisite or proper for the management of parish affairs, and all other subject matters without exception, subject only to the limitation that the same shall not be inconsistent with the Constitution or expressly denied by general law applicable to the parish; and

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to adopt or amend an administrative code;

WHEREAS, TPCG wishes to amend Chapter 21 of the Terrebonne Parish Code of Ordinances to add provisions for the removal of Recreation District Board Members, to require districts to repair unsafe premises and equipment, to authorize the parish to take such action in the event the district fails to do so, to provide remedies to the parish for a district's failure to follow policies and procedures, to create an advisory body for the purposes of establishing district and parish-wide recreation master plans; and

SECTION II

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the following sections of the Code of Ordinances of Terrebonne Parish at Chapter 21, Section 21-87(d) shall be and is hereby enacted, with underline to show new provisions:

Sec. 21-87. – Powers; members of the boards; appointment and tenure.

(d) Removal of recreation district board members; investigation of complaints.

- (1) The Terrebonne Parish Council may remove any recreation district board member with or without cause. Any council member may initiate such removal.
- (2) All complaints or allegations made against any recreation district board member shall be referred to the Terrebonne Parish Council. Upon receipt of such complaint, the council clerk shall make a record of the complaint or allegation and, within 30 days of receipt of the complaint, schedule an executive session before the full Council for the purpose of hearing the complaint. The Council may take whatever action it deems necessary for

the resolution of the complaint, including, but not limited to, exonerating the accused board member, ordering an investigation, or removing the board member with or without cause.

- (3) For each executive session held under this Section, the Council shall serve notice to the board member in accordance with the Louisiana Open Meetings Laws.

SECTION III

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the following sections of the Code of Ordinances of Terrebonne Parish at Chapter 21, Sections 21-93 and 21-94 shall be and are hereby amended, with underline to show additions and strikeout to show deletions, as follows:

Sec. 21-93. – Board cooperation.

(a) *Direction by the council.* From time to time, council may reasonably advise a board to take action with regard to its facilities, programs, employees, expenditures, and revenues for the purposes for which the district was created. ~~Board shall make every effort to work towards the goal(s) directed by the council.~~

- (1) In the event TPCG notifies a board of unsafe equipment or premises, the board shall isolate the unsafe equipment or premises to prevent its use, begin the necessary action to remedy the unsafe equipment or premises within seven calendar days of TPCG's notice, and continue to work diligently to complete the necessary repairs or replacements to the equipment or premises.
- (2) Should the recreation district fail, within six months from the date of first notification by TPCG, to resolve and remedy the unsafe equipment or premises, TPCG may, at its sole discretion, complete the repair or replacement and charge the recreation district for any costs associated therewith, including TPCG's administrative costs, as provided for by the Recreation District Policy and Procedure Manual.

(b) *Cooperation.* Board shall fully cooperate with the council and parish president to ensure maximum feasible coordination of local government and recreation programs.

Sec. 21-94. Board operations/policy manuals.

(a) TPCG shall publish a written policies and procedures manual to be utilized by the districts.

- (1) The written policies and procedures manual shall be submitted to the Terrebonne Parish Council for approval.
- (2) If any amendments are needed, TPCG administration shall submit proposed changes to the Terrebonne Parish Council for approval.
- (3) Each recreation district shall enact the components of the policies and procedures manual no later than ninety (90) days following the acceptance of the components by the Terrebonne Parish Council and notification of such acceptance by TPCG.
- (4) Each recreation district shall enact the components of any approved changes to the policies and procedures manuals within ninety (90) days of acceptance by the Terrebonne Parish Council and notification of such acceptance by TPCG.

(b) Each recreation district may add components to the policy and procedures manual provided that such additions are equal to or more restrictive than any requirements

illustrated in the manual provided by the TPCG and approved by the Terrebonne Parish Council.

(c) Districts shall keep their uniform policies and procedures manual updated to the most current version and easily available to the public in a central location as defined by the TPCG Recreation Policies and Procedures Manual.

(d) The parish shall have broad authority to enforce compliance with the policies and procedures manual. In the event a recreation district fails to comply with one or more provisions of the policies and procedures manual, the parish administration and/or council may take any or all of the following actions:

- (1) place the district under oversight;
- (2) investigate and take reasonable disciplinary action as provided in the policies and procedures manual;
- (3) in the event non-compliance continues 30 days following written notice by the parish to the district of the deficiency, take any action necessary to remedy the deficiency, whether by using parish resources or by contractor, at the cost of the district. The district shall be liable to the parish for all costs and fees incurred by the parish to remedy the deficiency, and payment shall be due to the parish within 30 days of written demand.

SECTION IV

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Section 21-97 of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended as follows, with underlining to indicate additions and strikeout to indicate deletions:

Sec. 21-97. - ~~Capital projects/capital assets~~ Recreation district master plans; parish-wide recreation master plan.

~~Districts shall maintain a comprehensive five-year master plan.~~

~~(1) The five-year comprehensive mater plan shall be reviewed by each district's board of directors annually, when preparing their proposed budget.~~

~~a. All five-year comprehensive master plans and/or revisions thereto shall be presented to and approved by the Terrebonne Parish Council.~~

~~b. If the council takes no action within thirty (30) days of receipt of the district's five-year plan, the board may adopt the five-year plan as submitted.~~

~~c. If the council rejects the proposed five-year plan and/or revisions within thirty (30) days of receipt, the council shall send written notice with specific instruction to the board for amendments to the proposed plan. The board shall then submit the amended proposed plan to the council for review.~~

~~d. If the council takes no action within fifteen (15) days of receipt of the revised five-year plan or revisions thereto, the board may adopt the plan/revision as revised.~~

Each recreation district shall create and maintain its own five-year comprehensive master plan for public review and comment. District master plans shall include, but not be limited to, an inventory of facilities, a list of programs offered, a statement regarding long term goals, a statement regarding planned construction of or improvements to facilities, current assessment and future goals for accessibility and inclusivity, plans for maintenance and operations, current staff and anticipated staffing needs, long term

budget projections, funding sources, current and future plans for work with schools and non-profits; environmental sustainability measures, plans for schedule.

- (a) No later than February 28, 2025, each recreation district shall submit its proposed master plan to the Recreation Advisory Committee, created by Section 21-99. If the district has already adopted a master plan, it shall submit the adopted master plan to the Advisory Committee. The Parish may audit the records of, and prepare a proposed district master plan for, any district who fails to timely submit such a plan to the Advisory Committee. The said district shall be liable to the parish for any costs and attorney fees necessary to perform such actions.
- (b) No later than August 1, 2025, the Advisory Committee shall review the recreation district master plans and report and make recommendations to the Council regarding those plans.
- (c) On or before August 1, 2025, the Advisory Committee shall submit to the Council a proposed parish-wide, five-year comprehensive recreation master plan. The proposed comprehensive recreation master plan shall be designed in a manner which facilitates the placement of services and programs throughout the parish while eliminating duplicative services and programs in close proximity, capturing savings for the acquisition of similar resources across the parish, fostering cooperation amongst the districts, and enhancing the quality of life in Terrebonne Parish.
- (d) Following a review and public hearing on the proposed comprehensive recreation master plan, and an opportunity for revisions if any are necessary, the Council shall adopt a comprehensive master plan, the Terrebonne Parish Recreation Master Plan.
- (e) The Council may propose revisions to a recreation district's master plan to facilitate the implementation of the Terrebonne Parish Recreation Master Plan. Recreation district boards shall make all efforts to incorporate such revisions into their district master plans.
- (f) Each recreation district board shall be responsible for adopting and implementing its district master plan in a manner consistent with the parish-wide master plan.
- (g) Thereafter, on or before February 28 of each year, each recreation district shall submit to the Advisory Committee and Council any revisions to its district master plan, or if no revision is made, a statement that no revision was made to its district master plan.
- (h) Non-compliance with this Section shall subject a recreation district to oversight by the Council.

SECTION V

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Section 21-99 of the Code of Ordinances of Terrebonne Parish shall be and are hereby enacted as follows:

Sec. 21-99. – Recreation Advisory Committee.

- (a) There is hereby created, as a part of the Quality of Life Department, a fifteen-member advisory committee, which shall be composed of the Parish President or his proxy, TPCG Venues and Destinations Administrator, the chairperson of each of the eleven recreation districts, a councilmember to be appointed by the chairperson of the Council, and the Director of the Quality of Life Department.
 - (1) The Recreation Advisory Committee shall be chaired by a Terrebonne Parish Council Member appointed by the Council Chair.
 - (2) The Director of the Quality of Life Department shall serve as the Vice-Chair of the Advisory Committee.
 - (3) The Venues and Destinations Administrator shall serve as the secretary of the Advisory Committee.

- (b) The Advisory Committee shall meet at least monthly and serve without compensation.
- (c) Members of the Advisory Committee who represent a recreation district shall be removed from the Advisory Committee and removed from their recreation district officer role upon failure to attend at least half of the Advisory Committee meetings within one calendar year. Removal shall become effective upon written notice by the Terrebonne Parish Council.
- (d) The Advisory Committee shall review all district master plans pursuant to Sec. 21-97 and develop a comprehensive "Terrebonne Parish Recreation Master Plan." This comprehensive plan should incorporate insights, recommendations, and potential group savings, with the aim of fostering cooperation and enhancing the Quality of Life in Terrebonne.

SECTION VI

Section 12.4 of the Terrebonne Parish Recreation District Policy and Procedure Manual, adopted by Terrebonne Parish Council Ordinance No. 22-9438 on November 30, 2022 and effective January 1, 2023, shall be and is hereby amended as follows, with strikeout to indicate deletions and underlining to indicate additions:

12.4 FIVE-YEAR COMPREHENSIVE MASTER PLAN

~~A.~~ The District shall maintain a Five-Year Comprehensive Master Plan in accordance with Terrebonne Parish Code of Ordinances Section 21-97, as may be amended.

~~B.~~ This plan should be reviewed by the *Board* annually when preparing the proposed budget.

~~C.~~ This plan shall be submitted to the *CFO* and the *Council* at the same time as the proposed budget (no later than sixty (60) days prior to the District's fiscal year).

~~1.~~ If the *Council* takes no action within thirty (30) days of receipt of the District's proposed budget, the District may adopt the five-year plan as submitted.

~~2.~~ If the *Council* rejects the proposed five-year plan within thirty (30) days of receipt, the *Council* will send written notice with specific instruction to the *Board* for amendments to the proposed plan. The *Board* shall then submit the amended proposed plan to the *CFO* and *Council* for review.

~~3.~~ If the *Council* takes no action within fifteen (15) days of receipt of the revised, the *Board* may adopt the five-year plan as revised.

SECTION VII

The Council Clerk shall deliver a copy of this adopted Ordinance to all Terrebonne Parish recreation districts for adoption in accordance with Terrebonne Parish Code of Ordinances Section 21-94(b).

NOW, THEREFORE BE IT FURTHER ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

SECTION VIII

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairperson declared the ordinance adopted on this the ____ day of 2024.

* * * * *

JOHN AMEDEE, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Jason W. Bergeron, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

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 _____, at which meeting a quorum was present.

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

TAMMY E. TRIGGS

COUNCIL CLERK
TERREBONNE PARISH COUNCIL