
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 28, 2024
5:35 PM

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

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

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Ensuring full compliance with the Off-System Bridge Program as required by National Bridge Inspection Standards.
- 2. RESOLUTION:** Authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 2.1 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.

3. Consider the introduction of an ordinance to appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Property, Inland Marine, and Flood Insurance Coverage, Commencing March 1, 2025, Effective Through February 28, 2026, and to Exercise the Option to Renew Insurer’s Contract; and call a Public Hearing on Wednesday, November 20, 2024, at 6:30 p.m.
4. Consider the introduction of an ordinance to appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Casualty Insurance Coverage, Commencing April 1, 2025 Effective Through March 31, 2026, and to Exercise the Option to Renew Insurer’s Contract, Authorizing a Change to the Agreement Which Will Facilitate a More Efficient Method to Renew for the Second Option Term; and call a Public Hearing on Wednesday, November 20, 2024 at 6:30 p.m.
5. Consider the introduction of an ordinance to appoint the Ledet Corporation dba Ledet Insurance (“Insurer”) to Serve as Agent of Record for TPCG’s Comprehensive Firemen’s Insurance Coverage and Boiler and Machinery Coverage, Commencing on Those Dates Described Herein, to Exercise the Option to Renew Insurer’s Contract, to Eliminate the Requirement Under Ordinance Number 9524 to Sign a New Contract in Order to Exercise the Option Terms Under this Agreement; and call a Public Hearing on Wednesday, November 20, 2024 at 6:30 p.m.
6. Consider the introduction of an ordinance to amend Section 18-87 under Chapter 18 of the Terrebonne Parish Code of Ordinances to designate the Intersection of Ellendale Drive and Ardoyne Drive in Houma, Louisiana, a "Four-Way Stop" Intersection, and to authorize the placement of appropriate signs and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.
7. Adjourn

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 28, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, October 28, 2024

Item Title:

Off System Bridge Compliance

Item Summary:

RESOLUTION: Ensuring full compliance with the Off-System Bridge Program as required by National Bridge Inspection Standards.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/22/2024	Executive Summary
Resolution	10/22/2024	Resolution
Backup Material	10/22/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Off-System Bridge Compliance

PROJECT SUMMARY (200 WORDS OR LESS)
Compliance Resolution for the Federal Off-System Highway Bridge Program

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to ensure compliance with the Federal Off-System Highway Bridge Program.

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

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

Jeanne P. Bray

10-22-2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

WHEREAS, the Code of Federal Regulations, as enacted by the United States Congress, mandates that all structures defined as bridges located on all public roads shall be inspected, rated for safe load capacity, and posted in accordance with the National Bridge Inspection Standards and that an inventory of these bridges be maintained by each state, and

WHEREAS, the responsibility to inspect, rate and load post those bridges under the authority of Terrebonne Parish, in accordance with those standards, is delegated by the Louisiana Department of Transportation and Development to Terrebonne Parish.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that for the period January 1, 2025 through December 31, 2025:

1. The Terrebonne Parish Consolidated Government will perform all interim inspections on all Parish-owned or maintained bridges in accordance with the National Bridge Inspection Standards for the National Bridge Inventory.
2. All bridges owned or maintained by the Terrebonne Parish Consolidated Government will be structurally analyzed and rated by the Parish as to the safe load capacity in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation. The load posting information that has been determined by the Louisiana Department of Transportation and Development for all bridges where maximum legal load under Louisiana State Law exceeds the load permitted under the operating rating as determined above will be critically reviewed by the Parish. Load posting information will be updated by the parish to reflect all structural changes, and obsolete structural ratings or any missing structural ratings.
3. All Terrebonne Parish Government-owned or maintained bridges which load posting or closing shall be load posted or closed in accordance with the table in the DOTD Engineering Directives. All bridges shall be critically reviewed by the Terrebonne Parish Consolidated Government prior to load posting.
4. All bridges owned or maintained by the Terrebonne Parish Consolidated government are shown on the attached list in the format specified by DOTD. Corrections to data supplied to the Parish by DOTD are noted.
5. All bridges owned and maintained by the Terrebonne Parish Consolidated Government are accessible to DOTD for all routine bridge inspections. Parish will clear vegetation as required upon request.

BE IT FURTHER RESOLVED, that the Terrebonne Parish Consolidated Government is cognizant that these stipulations are prerequisites for participation by the Terrebonne Parish Consolidated Government in the Off-System Bridge Replacement Program.

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

<u>Bridge Name</u>	<u>Recall</u>	<u>Type</u>	<u>Feature Crossed</u>	<u>Length</u>	<u>Width</u>	<u>Year Built</u>
South Hollywood Rd. Bridge	000000	COSLAB	Bayou Black			2024
Hanson Canal Bridge	000033	COPCSS	Hanson Canal	80	30	2021
South Hollywood Rd. Ext. Bridge	000159	COPCSS	Drainage Canal	60	40	2018
Funderburk Bridge	020120	CNTIBM	Bayou Terrebonne	93	22	1965
Church St. Bridge	020121	COPCSS	Bayou Terrebonne	72	35	1979
Civic Center Blvd. Bridge	020123	COPCSS	Little Bayou Black	76	58	1989
Morgan St. Bridge	020125	COPCSS	Bayou Terrebonne	76	35	2003
Combon Bridge	020127	STVERT	Bayou Grand Caillou	256	33	1990
Roussell St. Bridge	020158	COPCSS	Bayou Terrebonne	95	37	1979
Jarvis Bridge	020161	CORIBM	Bayou Black	80	26	1968
Greenwood Bridge	020162	COPCSS	Bayou Black	76	35	1972
Blanchard Bridge	020163	COPCSS	Bayou Black	76	35	1976
Savanne Rd. Bridge@ Bayou Black	020164	CORECH	Bayou Black	95	34	2001
Savanne Rd. Bridge @ Hanson Canal	020165	COPCSS	Hanson Canal	57	27	1967
Kenney St. Bridge	020166	COPCSS	St Louis Canal	76	31	1976
Polk St. Bridge @ Tunnel Blvd.	020169	COPCSS	Bayou LaCarpe	64	30	1965
Bayou Gardens Blvd. Culvert	020260	STLPIP	Drainage Canal	29		1995
Prospect Ave. Crossing Bridge	020265	COSLAB	Bayou Chauvin	27	74	1995
Gibson East Bridge	020317	COPCSS	Bayou Black	76	35	1996
North Hollywood Rd. Culvert	020336	STLPIP	Drainage Canal	54	52	1965
Aragon Rd. Culvert	020338	CONPIP	Drainage Canal	23		1972
Bayou side Dr. Bridge	020447	PGBASC	Bayou Petit Caillou	158	40	2010
Carroll Matherne Bridge #1	020486	CORECH	Little Bayou Black	93	31	2012
Carroll Matherne Bridge #2	020487	CORECH	Little Bayou Black	93	31	2012
North Eagle Dr. Culvert	020515	STLPIP	Drainage Canal	42		1980
Bayou Gardens Blvd. Ext. Bridge	020543	COSLAB	Bayou St Louis	140	36	2016
Thompson Rd. Ext. Bridge	020544	COSLAB	Bayou Chauvin	160	42	2016
King's Bayou Bridge	020546	COPCSS	King's Bayou	80	27	2017
Mayfield Bridge #1	020548	COSLAB	Bayou Platt	65	31	2018
Donner Canal Bridge	020554	BAILEY	Donner Canal	71	31	2015
Buquet St. Bridge	020555	BAILEY	Bayou Terrebonne	91	31	2015
Polk St. Bridge @ Hwy. 311	025500	COPCSS	Little Bayou Black	69	41	2020
Lawless Gibson Bridge	025502	COSLAB	Bayou Black	115	36	2020
Waterplant Rd. Bridge	030001	COSLAB	Bayou St Louis	76	26	1986
South St. Bridge	200764	TTTRES	Bayou Chacahoula	31	24	1960
Gibson Garden St. Culvert (North St.)	200765	STLPIP	Bayou Chacahoula	30		1992
Deadwood Rd. Bridge	200766	COPCSS	Drainage Canal	64	26	1966
Terr/Laf Drainage Canal Bridge @ N. Bayou Black Dr.	200767	CORIBM	Terr/Laf Drainage Canal	80	26	1966
Hollywood Drainage Canal Bridge	200769	COSLAB	Hollywood Drainage Canal	83	36	2007

Ringo Cocke Canal @ Bull Run Rd.	200770	COPCSS	Ringo Cocke Canal	57	27	1980
Bayou Gardens Dr. Bridge	200771	COPCSS	Drainage Canal	76	26	1969
Reservation Bridge	200773	COPCSS	Bayou Terrebonne	76	26	1963
Ringo Cocke Canal @ N. Bayou Black Dr.	200776	COPCSS	Ringo Cocke Canal	57	26	1974
South Hollywood Rd. Bridge	200777	COSLAB	Little Bayou Black	76	61	1996
St Louis Canal Rd. Bridge #3	200778	COPCSS	St Louis Canal	95	36	1976
St Louis Canal Rd. Bridge #2	200779	COPCSS	St Louis Canal	95	36	1976
St Louis Canal Rd. Bridge #1	200780	COPCSS	St Louis Canal	95	36	1976
St Charles St. Culvert	200781	CONBOX	Little Bayou Black	35		2003
Terr/Laf Drainage Canal Bridge @ Bull Run Rd.	200788	COPCSS	Terr/Laf Drainage Canal	114	26	1968
North Hollywood Rd. Bridge	200789	COSLAB	St Louis Canal	76	36	1986
Mandalay Bridge	200791	COPCSS	Bayou Black	76	27	1969
Woodlawn Ranch Rd. Bridge #1	200792	COPCSS	Bayou Chauvin	76	32	1981
Woodlawn Ranch Rd. Bridge #2	200793	COPCSS	Bayou Grand Caillou	38	26	1980
Security Blvd. Bridge	200795	COPCSS	Little Bayou Black	76	35	1979
Country Estates Bridge	200796	COPCSS	Bayou St Louis	76	26	1967
Prevost Canal Bridge	200800	COPCSS	Bayou Provost	57	27	1963
Cedar Grove Bridge	200802	CIBTTF	Bayou Grand Caillou	67	14	1960
Drainage Canal Bridge @ Shrimper's Row	200803	COSLAB	Drainage Canal	40	31	1991
Texas Gulf Rd. Bridge	200805	CORECH	Drainage Canal	40	35	2009
Smithridge Bridge #2	200806	COPCSS	Drainage Canal	38	27	1974
Dream Come True Bridge	200808	COPCSS	Bayou Lacache	57	35	1967
Marmande Canal Bridge	200809	CIBTTF	Marmande Canal	78	25	1960
St Eloi Bridge	200810	COPCSS	Bayou Dularge	75	40	2013
Paul Vice Bridge	200811	COPCSS	Bayou Dularge	38	26	1966
Mayfield Bridge #2	200815	COPCSS	Bayou Platt	114	27	1978
Moffet Rd. Bridge	200840	COPCSS	Bayou Chauvin	48	35	1979
Savanne Rd. Bridge @ Bayou Cane	200846	COPCSS	Bayou Cane	76	35	1972
Savanne Rd. Bridge @ Ouiski Bayou	200847	COPCSS	Ouiski Bayou	76	35	1972
Williams Ave. Bridge	200849	COSLAB	Drainage Canal	73	47	2004
Ninth St. Bridge	200851	CNTIBM	St Louis Canal	60	25	1965
Smithridge Bridge	200852	IBSWNG	Bayou Petit Caillou	129	14	1968
Klondyke Bridge	200853	STVERT	Bayou Terrebonne	179		1982
Waterproof Bridge	200854	COPCSS	Bayou Black	100	27	2009
Buquet Bridge	200855	STVERT	Bayou Grand Caillou	416		1976
St Ann Bridge	200856	IBSWNG	Bayou Terrebonne	135	32	2013
Dulac Pontoon Bridge	200857	PONTON	Houma Navigational Canal	326	30	1958
Theriot Voisin Bridge	200864	PGBASC	Bayou Dularge	89	20	1964
Brady Bridge	200865	IBSWNG	Bayou Dularge	126	15	1960
Bobtown Bridge	200868	IBSWNG	Bayou Grand Caillou	158	14	1960
Chauvin Bridge	200869	IBSWNG	Bayou Petit Caillou	160	14	1958

Duplantis Bridge	200870	STVERT	Bayou Petit Caillou	136	30	1973
Toussaint Foret Bridge	200871	IBSWNG	Bayou Petit Caillou	160	14	1965
Bushnell Rd. Bridge	200889	COSLAB	Bayou Chauvin	75	30	1986
West Side Blvd. Bridge	203920	COPCSS	Bayou Terrebonne	76	63	1974
Total Bridges:	84					



Monday, October 28, 2024

Item Title:

Mitigation Agreement for D-18 PS

Item Summary:

RESOLUTION: Authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 2.1 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	10/23/2024	Executive Summary
Resolution	10/23/2024	Resolution
Backup	10/23/2024	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

\$105,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$105,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Jeanne P. Bray

10/23/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the purchase of mitigation credits from RES (Resource Environmental Solutions), LLC to purchasing 2.1 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 2.1 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 \$105,000.00 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 \$105,000.00 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

Jeanne Bray

From: Amber Plessala <Amber.Plessala@deltacoastllc.com>
Sent: Wednesday, October 23, 2024 8:56 AM
To: Jeanne Bray
Cc: Madeleine Bodin; Joan Schexnayder; Kenneth King
Subject: RE: Dularge West (D-18) Pump Station Replacement

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

Jeanne,

We requested the letter from RES with the Terrebonne Coastal Mitigation Bank. However, automatic response says they are out of the office this week. To not hold you up in getting new resolution, the price per acre is \$50,000 and at 2.1 acres total cost will be \$105,000.

As soon as letter is received, I'll forward your way.

Thanks!

Amber L. Plessala, P.E.
Sr. Project Manager



631 SOUTH HOLLYWOOD RD.
HOUMA, LOUISIANA 70360

985.655.3100 (O)
985.219.5121 (D)
985.856.5384 (C)

www.deltacoastllc.com

From: Jeanne Bray <jbray@tpcg.org>
Sent: Tuesday, October 22, 2024 10:21 AM
To: Amber Plessala <Amber.Plessala@deltacoastllc.com>
Cc: Madeleine Bodin <mbodin@tpcg.org>; Joan Schexnayder <jschex@tpcg.org>
Subject: FW: Dularge West (D-18) Pump Station Replacement

Amber,

Can you have RES, LLC send the Mitigation Agreement for Signature and payment please?



Monday, October 28, 2024

Item Title:

Ordinance to Renew the Agreement between Acrisure, LLC and TPCG

Item Summary:

Consider the introduction of an ordinance to appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Property, Inland Marine, and Flood Insurance Coverage, Commencing March 1, 2025, Effective Through February 28, 2026, and to Exercise the Option to Renew Insurer’s Contract; and call a Public Hearing on Wednesday, November 20, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/23/2024	Executive Summary
Ordinance	10/23/2024	Ordinance
Agreement	10/23/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Property, Inland Marine, and Flood Insurance Coverage, Commencing March 1, 2025 Effective Through February 28, 2026, and to Exercise the Option to Renew Insurer’s Contract; and call a Public Hearing on Wednesday, November 6, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Acrisure, LLC (aka Laris Insurance Agency) and TPCG executed that certain Agreement to Act as Insurance Producer of Record on September 21, 2023 and October 31, 2023. TPCG wishes to exercise its option to renew the Agreement for its first option term.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Acrisure, LLC.

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:
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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 Ryan Page, Director of Human Resources & Risk Management

 10/23/24
 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPOINT ACRISURE, LLC (“INSURER”) TO SERVE AS AGENT OF RECORD FOR TPCG’S PROPERTY, INLAND MARINE, AND FLOOD INSURANCE COVERAGE, COMMENCING MARCH 1, 2025, EFFECTIVE THROUGH FEBRUARY 28, 2026, AND TO EXERCISE THE OPTION TO RENEW INSURER’S CONTRACT

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) maintains property insurance coverage through its Risk Management Department; and

WHEREAS, the Terrebonne Parish Consolidated Government, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, wishes to select ACRISURE, LLC, (hereinafter, “Insurer”) as insurance agent of record for TPCG’s Property, Inland Marine, and Flood Insurance commencing March 1, 2025 and effective through February 28, 2026, to coincide with the effective dates of the first option term of the contract between the parties as further described below; and

WHEREAS, ACRISURE, LLC is doing business locally under the trade name Laris Insurance Agency; and

WHEREAS, Insurer and TPCG executed that certain Agreement to Act as Insurance Producer of Record on September 21, 2023 and October 31, 2023, respectively, which was filed for record on November 7, 2023, in the Terrebonne Parish Conveyance Records at COB 2723, page 834, Entry No. 1681466 (hereinafter, “Agreement”); and

WHEREAS, according to Section 3(B) of the Agreement, “TPCG has the option to renew its agreement for two (2) additional, subsequent one-year terms, subject to TPCG approval. The parties need not execute a new agreement to exercise the two (2) additional terms”; and

WHEREAS, TPCG wishes to exercise its option to renew the Agreement for its first option term;

SECTION I

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

1. ACRISURE, LLC (“Insurer”) is hereby appointed to serve as TPCG’s Agent of Record for Property, Inland Marine, and Flood Insurance for the period commencing March 1, 2025, effective through February 28, 2026.
2. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the Agreement between Insurer and TPCG for the first option term, commencing March 1, 2025, effective through February 28, 2026, under the same terms and conditions as the original Agreement.

SECTION II

The TPCG legal department is directed to file a copy of this Ordinance with the Terrebonne Parish Recorder of Conveyances to memorialize TPCG’s choice to exercise its option to renew the Agreement for the first option term. The Clerk of Court for the parish of Terrebonne, Louisiana, is hereby directed and requested to make note in the margin of the original Agreement, COB 2723, page 834, Entry No. 1681466, to serve as occasion may require.

SECTION III

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

hereby being declared to be severable.

SECTION IV

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

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

THERE WAS RECORDED:

- YEAS:
- NAYS:
- NOT VOTING:
- ABSTAINING:
- ABSENT:

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

 CHAIRMAN
 TERREBONNE PARISH COUNCIL

 COUNCIL CLERK
 TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, 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.

 TAMMY TRIGGS, COUNCIL CLERK
 TERREBONNE PARISH COUNCIL

From: [Cheryl Lirette](#)
To: [Julienne Authement](#)
Subject: FW: TPCG: Laris Agent of Record Agreement-2024--a/c/p
Date: Tuesday, February 20, 2024 9:28:39 AM
Attachments: [image001.png](#)
[2023 Nov - Recorded Agreement - Casualty.pdf](#)
[2023 Nov - Recorded Agreement - Property.pdf](#)

Please find attached recorded signed contracts for Laris Insurance Agency, for your records.

Thanks,

Cheryl

From: Cheryl Lirette
Sent: Thursday, February 8, 2024 11:04 AM
To: Ryan Page <ryan@tpcg.org>; Michelle Neil <Michelle@mlnlegal.com>
Subject: FW: TPCG: Laris Agent of Record Agreement-2024--a/c/p

Please find attached signed/recorded contracts between TPCG and Laris Insurance (Acrisure) for Producer of Record for both the Casualty and Property Insurance coverage.

Thanks,

*Cheryl B. Lirette
Insurance Technician/Risk Management Department
Terrebonne Parish Consolidated Government
985-873-6470 Office
985-873-6473 Fax
clirette@tpcg.org*



-
Go Green Please consider the environment before printing this email.

From: Jules Hebert <juleshebert@hmlawfirm.com>

Sent: Thursday, February 8, 2024 10:58 AM

To: Cheryl Lirette <clirette@tpcg.org>; Kandace Mauldin <kmauldin@tpcg.org>; Noah Lirette <noah@tpcg.org>; Ryan Page <ryan@tpcg.org>; Parish President <parishpresident@tpcg.org>; John Robert <john@larisinsurance.com>

Cc: Michelle Neil <michelle@mlnlegal.com>

Subject: TPCG: Laris Agent of Record Agreement-2024--a/c/p

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

Cheryl, Kandace, Ryan, Noah, Jason, John;

Attached are recorded copies for year 2024 agent of record agreements with Acrisure (Laris)-one for property and one for casualty-for TPCG records.

Julius P. Hebert, Jr
Hebert & Marceaux, LLC
4752 Hwy. 311, Ste. 114
Houma, LA 70360
PARISH ATTORNEY
985-876-4324 (office)
985-876-4325 (fax)
juleshebert@hmlawfirm.com

Confidentiality Statement

This e-mail contains information from the law firm of Hebert & Marceaux, LLC, 4752 Hwy. 311, Ste. 114, Houma, LA 70360. It is confidential, privileged, attorney work product, and/or exempt from disclosure under applicable law. The information is intended for use by the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this e-mail in error, please notify us by return e-mail or call us at the phone number listed above.

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Terrebonne Parish Recording Page

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

Received From :

TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

First VENDOR

TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE

ACRISURE L L C

Index Type : CONVEYANCES
Type of Document : AGREEMENT
Recording Pages : 10

File # : 1681466
Book : 2723 **Page :** 834

Recorded Information

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

Theresa A. Robichaux
Clerk of Court



CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 11/07/2023 at 3:05:18
Recorded in Book 2723 Page 834
File Number 1681466



Doc ID - 016264530010

Manoel S. Bruneau
Deputy Clerk

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove, President, by virtue of Terrebonne Parish Council Ordinance No. 9526, hereinafter designated as "Owner" or "TPCG" and

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan limited liability company whose mailing address for the purposes herein is P.O. Box 559, Lockport, LA 70374, represented by its duly authorized agent, Ryan G. Foley, Executive Vice President, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its property insurance coverage; and

WHEREAS, PRODUCER has agreed to represent TPCG as its Insurance Producer of Record for its property insurance, inland marine and flood coverage; and

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

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. **SCOPE OF SERVICES:** PRODUCER shall represent and maintain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.

- A. Represent TPCG as its Insurance Producer of Record for its property insurance as follows, inland marine and flood coverage Property Insurance Coverage
- i. Property Insurance Coverage to cover all TPCG Buildings;
 - ii. Inland Marine Coverage to cover TPCG Lift Stations and Equipment;
 - iii. Inland Marine Coverage to cover Camera and Surveillance equipment at Downtown Marina and OEP Communication Tower;
 - iv. Marine Hull coverage to cover Dulac Falgout Canal Pontoon Bridge; and
 - v. Deductible Buy Back Insurance Policy to cover Dulac Falgout Canal Pontoon Bridge.

B. Represent TPCG as its Insurance Producer of Record for its Flood Coverage for the following properties:

- i. 200 Badou Drive-Dulac Library;
- ii. 98 Bonnie Street – Above Ground Pump Station – Bellaire Pump Station;
- iii. 3211 Criminal Justice Complex – Men's Jail;
- iv. 3181 Criminal Justice Complex – Women's Jail;
- v. 614 Woodside, Houma, LA 70363; and
- vi. 7617 Main Street, Houma, LA 70360 – TPCG Bus Depot.

- C. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- D. Make known to TPCG all information required by brokers, insurers, and reinsurers in order to market TPCG's insurance portfolio;
- E. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- F. Maintain effective communication with TPCG and/or their representatives;
- G. Conduct negotiations with interested insurance companies, brokers and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- H. Provide claims advocacy with the insurance carriers;
- I. Issue outgoing Certificates of Insurance as requested by TPCG;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this is not limited to the completion of applications without receiving a request or specifications from TPCG;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(1)(A) and (B);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a Property Producer. PRODUCER shall provide TPCG proof that said license is active by submitting a copy of current license and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if license is suspended or revoked;
- S. Review for compliance, obtain and maintain Stafford Act Insurance obligations, and submit Stafford Act Insurance Commissioner's Certification Application for qualified disaster;
- T. Review TPCG's current property, inland marine and flood insurance and make recommendations regarding necessary changes, including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data, inclusive of optimal deductible/retention program calculations;

- U. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed and availability for frequent conversations via telephone or in person with TPCG when required;
- V. Assist in preparation of insurance applications; and
- W. Review of contracts and leases for risk management and insurance purposes.

2. RESPONSIBILITIES OF TPCG: TPCG agrees to provide the PRODUCER with the following information:

- A. Substantially complete and accurate information as to insureds, properties, beneficiaries loss experience, exposures, and changes in exposures;
- B. Timely with insurance specifications;
- C. Lists of additional insureds; and
- D. Any other requested information necessary to effectuate coverages.

3. TERM:

A. The term of this agreement shall begin on and include March 1, 2024, through and terminating at 11:59 p.m. on February 28, 2025.

B. TPCG has the option to renew its agreement for two (2) additional, subsequent one-year terms, subject to TPCG approval. The parties need not execute a new agreement to exercise the two (2) additional terms.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall allow the PRODUCER to retain from the insurers 7.5% commission on premiums paid for the initial term and any renewal terms of this agreement. This commission is the sole form of compensation allowed to PRODUCER and there shall be no additional commission and/or payments above this amount on these policies, whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year. PRODUCER will be allowed to collect the same commission rate on any changes, additions, endorsements or new policies written during the contract term.

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

- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
- B. TPCG shall have the right to contact any broker, managing general, or insurer through which the producer places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
- C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.

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

- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior notice via certified U.S. Mail to the other party at its notice address herein;
- B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. Mail;
- C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
- D. TPCG shall have the right to cancel this Agreement immediately and without prior notice if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
- E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
- F. TPCG shall have the right to cancel this Agreement immediately if PRODUCER commits any fraudulent acts or fails to comply with applicable laws;
- G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
- H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement; and
- I. This Agreement may terminate by its own term.

7. **HOLD HARMLESS and INDEMNIFICATION:** The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants; officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such 'claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

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

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

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

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

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

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

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

C. GENERAL LIABILITY:

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

D. AUTOMOBILE LIABILITY:

- i. Coverage to be provided for any auto or all owned autos and non-owned and hired autos;

- ii. Additional insured and Waiver of Subrogation endorsements in favor of TPCG, its elected and appointed officials, agents, servants, directors, employees and volunteers;
- iii. Timely notice of cancellation, non-renewal or adverse material change, to be advised to Terrebonne Parish (so as not to have any material adverse impact on Terrebonne Parish).

E. PROFESSIONAL LIABILITY:

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

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

9. MISCELLANEOUS:

A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.

D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes,

or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

F. LOUISIANA PUBLIC RECORDS ACT. This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.

G. RELATIONSHIP BETWEEN THE PARTIES. The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.

H. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE. The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021 (7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

I. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

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

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

J. EMPLOYMENT OF OWNER PERSONNEL. The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.

K. GOVERNING LAW. The validity, interpretation, and performance of this Contract, including all contract documents shall be controlled by and construed in accordance with the laws of the State of Louisiana.

L. CLAIMS OR CONTROVERSIES. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

M. WARRANTIES. Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.

N. CODE OF ETHICS. The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42: 1101 et seq., Code of Governmental

Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

O. SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

P. CONTRACT OBTAINED VIA RFP PROCESS. Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.

Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.

R. PRODUCER shall maintain limits of insurance in accordance with Section VIII (A-F). PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.

S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.

T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.

10. COMPLIANCE WITH LAWS: The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

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

12. ENTIRE AGREEMENT: This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.

13. EXECUTION: This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.

14. NOTICES: Any notice required or permitted under this Agreement. shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

Mr. J. Dana Ortego

Director of Risk Management

Terrebonne Parish Consolidated Government

8026 Main Street, Suite 520

Houma, LA 70360

Notices to PRODUCER shall be sent to:

Chief Legal Officer
Acrisure, LLC
100 Ottawa Ave. SW
Grand Rapids, MI 49503

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

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this 21st day of Sept. 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Grand Rapids, Michigan, County of Kent, after a thorough reading of the whole.

WITNESSES:

Alexander
Myrtle

ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

BY: Ryan G. Foley
Ryan G. Foley, Executive Vice President

[Signature]
Notary Public

Danielle Nickelson
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires 9/20/2026
Acting in the County of Kent

THUS DONE AND SIGNED on this 31 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

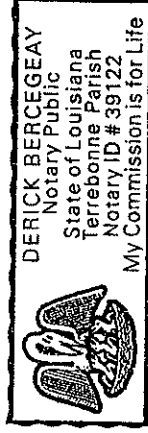
WITNESSES:

[Signature]
[Signature]

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

BY: [Signature]
Gordon E. Dove, Sr., Parish President
Terrebonne Parish Consolidated Government

[Signature]
Notary Public





Monday, October 28, 2024

Item Title:

Ordinance to Renew the Agreement between Acrisure, LLC and TPCG fro Casualty Insurance

Item Summary:

Consider the introduction of an ordinance to appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Casualty Insurance Coverage, Commencing April 1, 2025 Effective Through March 31, 2026, and to Exercise the Option to Renew Insurer’s Contract, Authorizing a Change to the Agreement Which Will Facilitate a More Efficient Method to Renew for the Second Option Term; and call a Public Hearing on Wednesday, November 20, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/23/2024	Executive Summary
Ordinance	10/23/2024	Ordinance
Ordinance No. 9525	10/23/2024	Ordinance
Agreement	10/23/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Appoint Acrisure, LLC (“Insurer”) to Serve as Agent of Record for TPCG’s Casualty Insurance Coverage, Commencing April 1, 2025 Effective Through March 31, 2026, and to Exercise the Option to Renew Insurer’s Contract, Authorizing a Change to the Agreement Which Will Facilitate a More Efficient Method to Renew for the Second Option Term; and call a Public Hearing on Wednesday, November 6, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Acrisure, LLC (aka Laris Insurance Agency) and TPCG executed that certain Agreement to Act as Insurance Producer of Record on September 21, 2023 and October 31, 2023. TPCG wishes to exercise its option to renew the Agreement for its first option term.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Acrisure, LLC.

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

Ryan Page

10/23/2024

Ryan Page, Director of Human Resources & Risk Management Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPOINT ACRISURE, LLC (“INSURER”) TO SERVE AS AGENT OF RECORD FOR TPCG’S CASUALTY INSURANCE COVERAGE, COMMENCING APRIL 1, 2025, EFFECTIVE THROUGH MARCH 31, 2026, AND TO EXERCISE THE OPTION TO RENEW INSURER’S CONTRACT, AUTHORIZING A CHANGE TO THE AGREEMENT WHICH WILL FACILITATE A MORE EFFICIENT METHOD TO RENEW FOR THE SECOND OPTION TERM

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) maintains casualty insurance coverage through its Risk Management Department; and

WHEREAS, the Terrebonne Parish Consolidated Government, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, wishes to select ACRISURE, LLC, (hereinafter, “Insurer”) as insurance agent of record for TPCG’s Casualty Insurance (excluding Boiler & Machinery and Comprehensive Firemen’s Insurance) commencing April 1, 2025 and effective through March 31, 2026, to coincide with the effective dates of the first option term of the contract between the parties as further described below; and

WHEREAS, ACRISURE, LLC is doing business locally under the trade name Laris Insurance Agency; and

WHEREAS, Insurer and TPCG executed that certain Agreement to Act as Insurance Producer of Record on September 21, 2023 and October 31, 2023, respectively, which was filed for record on November 7, 2023, in the Terrebonne Parish Conveyance Records at COB 2723, page 844, Entry No. 1681467 (hereinafter, “Agreement”); and

WHEREAS, according to Section 3(B) of the Agreement, “TPCG has the option to renew its agreement for two additional, consecutive one-year terms, subject to TPCG approval. In order to exercise this option, the parties shall sign a new agreement with the same contents for the new option term, unless other or additional terms are specified by TPCG”; and

WHEREAS, TPCG wishes to exercise its option to renew the Agreement for its first option term, with one change to the Agreement, designed to allow for a more efficient method to renew for the second option term;

SECTION I

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

1. ACRISURE, LLC (“Insurer”) is hereby appointed to serve as TPCG’s Agent of Record for Casualty Insurance, excluding Boiler & Machinery and Comprehensive Firemen’s Insurance, for the period commencing April 1, 2025, effective through March 31, 2026.
2. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the Agreement between Insurer and TPCG for the first option term, commencing April 1, 2025, effective through March 31, 2026, containing the same terms and conditions as the original Agreement, except as described in paragraph 4 herein below:
3. The Terrebonne Parish President (or Designee) is hereby authorized to exercise such option by executing, on behalf of TPCG, a new agreement with Insurer, in accordance with Section 3(B) of the Agreement, with the following change:
4. When executing said new agreement, the Parish President (or Designee) is authorized to change Section 3(B) of the Agreement, as follows:

TPCG and Insurer acknowledge that this agreement, commencing April 1, 2025, represents the first of two option terms under this agreement. TPCG has the option to renew its agreement for ~~two~~ one additional one-year terms. ~~In order to exercise this option, the parties shall sign a new agreement~~ with the same terms and conditions for the new option term, unless other or additional terms or conditions are specified by TPCG. The TPCG may exercise this option by Ordinance, which shall be filed in the Conveyance Records of Terrebonne Parish, with a note made in the margin of the original agreement.

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 severable.

SECTION III

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

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

THERE WAS RECORDED:

- YEAS:
- NAYS:
- NOT VOTING:
- ABSTAINING:
- ABSENT:

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

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, 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.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

JESSICA DOMANGUE, CHAIRWOMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
TAMMY E. TRIGGS

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

October 13, 2023

MEMO TO: J. Dana Ortego
Human Resources and Risk Management Director

FROM: Tammy E. Triggs
Council Clerk

RE: **Casualty Insurance Coverage – Laris Insurance Agency**

Attached is a copy of Ordinance No. 9525 which accepts the premium schedule for Casualty Insurance, as quoted by Laris Insurance Agency, for the period of April 1, 2024 through March 31, 2025.

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

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Mrs. Cheryl Lirette, Insurance Technician
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MR. D. W. GUIDRY, SR.
SECONDED BY: MR. D. BABIN

ORDINANCE NO. 9525

IN ACCORDANCE WITH CHAPTER 2, ARTICLE X, SECTION 2-229 OF THE TERREBONNE PARISH CODE OF ORDINANCES, AN ORDINANCE TO AUTHORIZE THE APPOINTMENT OF ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) TO SERVE AS AGENT/PRODUCER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S CASUALTY INSURANCE COVERAGE COMMENCING ON APRIL 1, 2024, THROUGH MARCH 31, 2025, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS AS MORE FULLY DESCRIBED HEREIN.

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) does maintain Casualty Insurance coverage through its Risk Management Department; and

WHEREAS, TPCG's current casualty insurance coverage is scheduled to renew on April 1, 2024; and

WHEREAS, The Terrebonne Parish Council, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, has selected a casualty Agent/Producer of record for the year 2024, commencing April 1, 2024, and effective through March 31, 2025, the anniversary of the first renewal of TPCG's casualty insurance coverage under this Agent/Producer of record; and

WHEREAS, Agent/Producer of record named herein has given the TPCG the option for two (2) one-year renewals, subject to this Council's selection and approval by ordinance; and

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

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY) is hereby appointed to serve as Agent/Producer of Record for TPCG's Casualty Insurance coverage contract, excluding any Houma Fire Department coverages and Boiler and Machinery coverage for utilities for the period commencing April 1, 2024, and effective through March 31, 2025; and

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that the Terrebonne Parish Consolidated Government reserves right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms without the need for signing a new contract for the new option term, containing the same terms and conditions of the original contract, subject to approval by TPCG; and

SECTION III

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

SECTION IV

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

SECTION V

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

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

THERE WAS RECORDED:

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

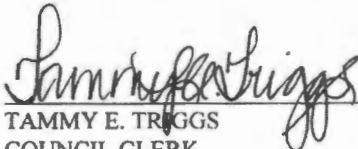
NAYS: None.

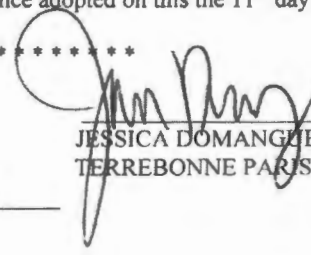
NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel.

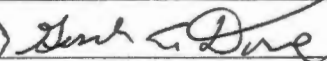
The Chairwoman declared the ordinance adopted on this the 11th day of October 2023.


TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL


JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

10/16/2023 2:30 PM

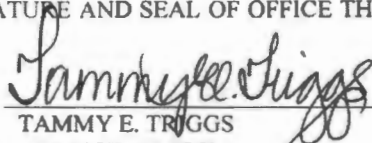
Approved  Vetoed
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

10-16-23 2:14 PM

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 October 11, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 12TH DAY OF OCTOBER, 2023.


TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Terrebonne Parish Recording Page

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

Received From :
TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

First VENDOR
TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE
ACRISURE L L C

Index Type : CONVEYANCES
Type of Document : AGREEMENT
Recording Pages : 11

File # : 1681467
Book : 2723 Page : 844

Recorded Information

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

Theresa A. Robichaux
Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached document that was filed for registry and Recorded 11/07/2023 at 3:06:30
Recorded in Book 2723 Page 844
File Number 1681467



Monica Labreque
Deputy Clerk

On (Recorded Date) : 11/07/2023
At (Recorded Time) : 3:06:30PM



Doc ID - 016264540011

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

**AGREEMENT TO ACT AS INSURANCE PRODUCER OF RECORD
BETWEEN
ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY)
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

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

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. ~~8802~~, and Resolution 17-417, hereinafter designated as "Owner" or "TPCG" and

9525

ACRISURE, LLC (REGISTERED TRADE NAME, LARIS INSURANCE AGENCY), a Michigan limited liability company whose mailing address for the purposes herein is PO Box 559, Lockport LA 70374, represented by its duly authorized agent, Ryan G. Foley, Executive Vice President, by virtue of the certificate of authority annexed hereto and made part of this contract, who is hereinafter designated as "Producer";

II. RECITALS

WHEREAS, TPCG has selected PRODUCER as its Insurance Producer of Record for its casualty insurance coverage; and

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

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

WHEREAS, PRODUCER is defined as Agent of Record.

III. AGREEMENT

1. **SCOPE OF SERVICES:** PRODUCER shall represent and remain committed to acting in the best interest at all times on behalf of TPCG as its Insurance Producer of Record and shall provide on a timely basis all of the following services for the lines of coverage identified herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement.

A. Represent TPCG as its Insurance Producer of Record for the following:

- i. Excess Workers Compensation coverage
- ii. Excess Utility Liability (AEGIS)
- iii. Environmental Liability and Cleanup
- iv. Contractors Pollution Coverage
- v. Special Excess Liability (Automobile & General Liability coverage)
- vi. Excess Special Excess Liability (Automobile & General Liability coverage)
- vii. Public Officials and Employment Practices Liability coverage
- viii. Professional/ Medical
- ix. Automobile Physical Damage coverage (5 vehicles only)
- x. Cyber Liability coverage
- xi. P & I coverage
- xii. Excess P & I coverage

- xiii. Special Event Liability coverage (Co-Sponsored Events)
- xiv. Head Start Medical
- xv. Aircraft Liability (Drones)
- xvi. Fiduciary Liability

- B. Solicit quotations for TPCG's insurance portfolio as requested and/or required by TPCG and/or their representatives;
- C. Make known to TPCG all information required by third party administrators, insurers, and re-insurers in order to market TPCG's insurance portfolio;
- D. Provide pre-renewal proposal comparing insurance specifications to the quotes received by the PRODUCER;
- E. Maintain effective communication with TPCG and/or their representatives;
- F. Conduct negotiations with interested insurance companies and negotiations will include establishing the details of policy forms, coverage, premiums, and terms and conditions as per specifications provided by TPCG;
- G. Provide claims advocacy with the insurance carriers;
- H. Issue outgoing Certificates of Insurance as requested by TPCG;
- I. Monitoring of Third Party Administration and/or insurance company services/ratings to insure financial stability of insurers;
- J. Perform instructions as given by TPCG, including collections and payment of premiums to the insurers on a timely basis;
- K. Prepare schedules of insurance and/or Third Party self-administered insurance;
- L. Prepare insurance binders, review and deliver policies;
- M. Attend meetings as needed;
- N. Provide timely information as requested by TPCG such as insurance policies, coverage forms, claims information, etc.;
- O. Provide TPCG with services as can be expected by a Louisiana public entity and in accordance with the Louisiana Code of Ethics;
- P. PRODUCER shall not render advice, make a decision, give a recommendation or conduct an investigation for and/or on behalf of TPCG, this includes. This is not limited to, the completion of applications without receiving a request or specifications from TPCG and/or its risk management consultants;
- Q. PRODUCER will work with TPCG's risk management consultants and shall provide copies of any and all correspondence between TPCG and PRODUCER, and PRODUCER and insurer, to our risk management consultants related to Section III(A);
- R. PRODUCER shall maintain proper licensing in the State of Louisiana as a casualty insurance producer. PRODUCER shall provide TPCG proof that said license(s) is active by submitting a copy of current license(s) and at any other time as requested by TPCG. PRODUCER must notify TPCG immediately in writing if one or more of those license(s) is suspended or revoked.
- S. Review TPCG's current casualty insurance and make recommendations regarding

necessary changes including review current policies, insurance coverage terms, and TPCG's exposures and conduct a review and analysis of TPCG's historical loss data inclusive of optimal deductible/retention program calculations;

T. Provide assistance with insurance problems that might arise during the contract period, including representation at TPCG meetings as needed (approximately 6-8 meetings) and availability for frequent conversations via telephone or in person with TPCG;

U. Assist in preparation of insurance applications; and

V. Review of contracts and leases for risk management and insurance purposes.

2. RESPONSIBILITY OF TPCG: TPCG agrees to provide the PRODUCER with the following information:

A. Substantially complete and accurate information as to insureds, beneficiaries loss experience, exposures, and changes in exposures;

B. Timely with insurance specifications;

C. Lists of additional insured;

D. Any other requested information necessary to effectuate coverages.

3. TERM:

A. The term of this agreement shall begin on and include April 1, 2024, through and terminating at 11:59 p.m. on March 31, 2025.

B. TPCG has the option to renew its agreement for two additional, consecutive one-year terms, subject to TPCG's approval. In order to exercise this option, the parties shall sign a new agreement with the same contents for the new option term, unless other or additional terms are specified by TPCG.

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than 10% commission for the initial term and any renewal terms of this agreement. These are the sole fees allowed to PRODUCER and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.

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

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

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

C. PRODUCER shall provide TPCG with independent verification related to the fee

audit within ten (10) working days from the date of written request.

6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation applicable to it as an Insurance Producer;
 - E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
 - F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
 - G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII (A-F), Insurance Requirements for Insurance Producer of Record;
 - H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
 - I. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

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

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

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

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

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

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

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

- C. GENERAL LIABILITY:

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

- D. AUTOMOBILE LIABILITY:

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

E. PROFESSIONAL LIABILITY:

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

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

9. MISCELLANEOUS:

- A. FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. ASSIGNMENT. The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. RECORD RETENTION. All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at

termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

- F. LOUISIANA PUBLIC RECORDS ACT. This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. RELATIONSHIP BETWEEN THE PARTIES. The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.
- H. ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE. The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.
- I. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- i. The Producer has been and will be free from any control or direction by the Owner over the performance of the services covered by this Agreement;
 - ii. The services to be rendered by the Producer are outside the normal course and scope of the Owner's usual business; and
 - iii. The Producer is customarily engaged in an independently established trade, occupation, profession, or business.
- Consequently, neither the Producer nor anyone employed or contracted by the Producer shall be considered an employee of the Owner for the purpose of unemployment compensation coverage.
- J. EMPLOYMENT OF OWNER PERSONNEL. The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- K. GOVERNING LAW. The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.
- L. CLAIMS OR CONTROVERSIES. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

- M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.
- N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. **PRODUCER** shall maintain limits of insurance in accordance with Section VIII (A-F). **PRODUCER** shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by **PRODUCER** in its performance of this Agreement shall be borne exclusively by **PRODUCER** and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. **PRODUCER**'s response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. **COMPLIANCE WITH LAWS:** The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. **NONAPPROPRIATION:** Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to **PRODUCER** of such facts and TPCG's intention to terminate its financial obligation.
12. **ENTIRE AGREEMENT:** This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and **PRODUCER**. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. **EXECUTION:** This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. **NOTICES:** Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt

requested, or registered mail.

Notices to TPCG shall be sent to:

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

Notices to PRODUCER shall be sent to:

Chief Legal Officer
Acrisure, LLC
100 Ottawa Ave. SW
Grand Rapids, MI 49503

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

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this 31 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

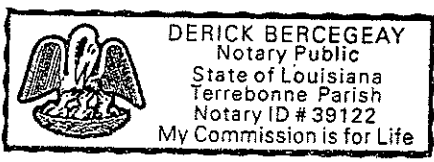
WITNESSES:

Jane M. Brunet
Jane M. Brunet

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

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

[Signature]
Notary Public



THUS DONE AND SIGNED on this 21st day of Sept. 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Grand Rapids, County of Kent, after a thorough reading of the whole.

WITNESSES:

Jill A. Van Der...
[Signature]

PRODUCER:

BY: Ryan G. Foley
Ryan G. Foley, Executive Vice President
ACRISURE, LLC (REGISTERED TRADE NAME,
LARIS INSURANCE AGENCY)

[Signature]
Notary Public

Danielle Nickelson
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires 9/20/2026
Acting in the County of Kent

INCUMBENCY CERTIFICATE

The undersigned, being the Secretary of Acrisure, LLC, a Michigan limited liability company (the "Company"), hereby certifies, on behalf of the Company and without personal liability, that the individual listed below holds the offices indicated opposite his respective name.

<u>Title</u>	<u>Officer</u>
Executive Vice President, Chief Legal Officer & Secretary	Ryan G. Foley

Dated as of October 23, 2023.



Ryan G. Foley, Secretary

20876684



Monday, October 28, 2024

Item Title:

Ordinance to Renew the Agreement between The Ledet Corporation and TPCG

Item Summary:

Consider the introduction of an ordinance to appoint the Ledet Corporation dba Ledet Insurance (“Insurer”) to Serve as Agent of Record for TPCG’s Comprehensive Firemen’s Insurance Coverage and Boiler and Machinery Coverage, Commencing on Those Dates Described Herein, to Exercise the Option to Renew Insurer’s Contract, to Eliminate the Requirement Under Ordinance Number 9524 to Sign a New Contract in Order to Exercise the Option Terms Under this Agreement; and call a Public Hearing on Wednesday, November 20, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/24/2024	Executive Summary
Ordinance	10/24/2024	Ordinance
Ordinance No. 9524	10/24/2024	Backup Material
Contract	10/24/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Appoint the Ledet Corporation dba Ledet Insurance (“Insurer”) to Serve as Agent of Record for TPCG’s Comprehensive Firemen’s Insurance Coverage and Boiler and Machinery Coverage, Commencing on Those Dates Described Herein, to Exercise the Option to Renew Insurer’s Contract, to Eliminate the Requirement Under Ordinance Number 9524 to Sign a New Contract in Order to Exercise the Option Terms Under this Agreement; and call a Public Hearing on Wednesday, November 6, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

The Ledet Corporation (dba Ledet Insurance) and TPCG executed that certain Agreement to Act as Insurance Producer of Record on October 19, 2023 and October 23, 2023. TPCG wishes to exercise its option to renew the Agreement for its first option term.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with the Ledet Corporation.

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

Ryan Page

10/24/2024

Ryan Page, Director of Human Resources & Risk Management Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO APPOINT THE LEDET CORPORATION dba LEDET INSURANCE (“INSURER”) TO SERVE AS AGENT OF RECORD FOR TPCG’S COMPREHENSIVE FIREMEN’S INSURANCE COVERAGE AND BOILER AND MACHINERY COVERAGE, COMMENCING ON THOSE DATES DESCRIBED HEREIN, TO EXERCISE THE OPTION TO RENEW INSURER’S CONTRACT, TO ELIMINATE THE REQUIREMENT UNDER ORDINANCE NUMBER 9524 TO SIGN A NEW CONTRACT IN ORDER TO EXERCISE THE OPTION TERMS UNDER THIS AGREEMENT

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) maintains comprehensive firemen’s insurance coverage and boiler and machinery coverage through its Risk Management Department; and

WHEREAS, the Terrebonne Parish Consolidated Government, pursuant to Section 2-229 of the Terrebonne Parish Code of Ordinances, wishes to select THE LEDET CORPORATION (hereinafter, “Insurer”) as insurance agent of record for TPCG’s Boiler & Machinery Insurance Coverage and for TPCG’s Comprehensive Firemen’s Insurance Coverage, commencing March 1, 2025 and April 1, 2025, respectively, all to coincide with the effective dates of the first option term of the contract between the parties as further described below; and

WHEREAS, THE LEDET CORPORATION is doing business locally under the name Ledet Insurance; and

WHEREAS, Insurer and TPCG executed that certain Agreement to Act as Insurance Producer of Record on October 19, 2023 and October 23, 2023, respectively, which was filed for record on November 2, 2023, in the Terrebonne Parish Conveyance Records at COB 2723, page 373, Entry No. 1681190 (hereinafter, “Agreement”); and

WHEREAS, according to Section 3(B) of the Agreement, “TPCG reserves the option to renew for two (2) additional, consecutive one-year terms, subject to Terrebonne Parish Council approval. The parties need not execute a new agreement to exercise the two (2) renewal terms”;

WHEREAS, Terrebonne Parish Council Ordinance No. 9524, which authorized the execution of the Agreement, conflicts with the language of Section 3(B) in that it provides that TPCG: “reserves the right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term containing the same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG”;

WHEREAS, TPCG wishes to eliminate the application of the language in Ordinance No. 9524, which conflicts with the Agreement regarding the actions necessary for TPCG to exercise its option to renew the Agreement;

WHEREAS, TPCG wishes to exercise its option to renew the Agreement for its first option term;

SECTION I

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

1. THE LEDET CORPORATION (“Insurer”) is hereby appointed to serve as TPCG’s Agent of Record for:
 - a. Boiler & Machinery Insurance for the period commencing March 1, 2025, effective through February 28, 2026; and
 - b. Comprehensive Firemen’s Insurance for the period commencing April 1, 2025, effective through March 31, 2026.

2. Any requirements under Terrebonne Parish Council Ordinance No. 9524, adopted by the full Council on October 11, 2023, and signed by the Parish President on October 16, 2023, which requires TPCG to sign a new contract with Insurer to “renew the appointment” or exercise “the option for two (2) one-year renewals” shall be and are hereby rescinded and vacated. Renewals for the two option terms under the contract shall, instead, be exercised as provided by Section 3(B) of the Agreement. Any ordinance exercising the option term, shall be filed in the Terrebonne Parish Conveyance Records with a request that the Clerk of Court make a note of the exercised option in the margin of the original Agreement, to serve as occasion may require.
3. Terrebonne Parish Consolidated Government does hereby exercise its option to renew the Agreement between Insurer and TPCG for the first option term, commencing March 1, 2025 for Boiler and Machinery Coverage, and commencing April 1, 2025 for Comprehensive Firemen’s Coverage, containing the same terms and conditions as the original Agreement.

SECTION II

The TPCG legal department is directed to file a copy of this Ordinance with the Terrebonne Parish Recorder of Conveyances to memorialize TPCG’s choice to exercise its option to renew the Agreement for the first option term, in accordance with Section 3(B) of the Agreement. The Clerk of Court for the parish of Terrebonne, Louisiana, is hereby directed and requested to make note of this Ordinance in the margin of the original Agreement, COB 2723, page 373, Entry No. 1681190, to serve as occasion may require.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

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

CHAIRMAN
TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, 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.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

JESSICA DOMANGUE, CHAIRWOMAN

DISTRICT 1
BRIEN PLEDGER
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



JOHN AMEDÉE, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
TAMMY E. TRIGGS

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

October 13, 2023

MEMO TO: J. Dana Ortego
Human Resources and Risk Management Director

FROM: Tammy E. Triggs
Council Clerk

RE: Boiler and Machinery Equipment Insurance Coverage

Attached is a copy of Ordinance No. 9524 which approves the renewal of services for the Producer of Record to provide Comprehensive Firemen's Insurance (Houma Fire Department) for the period effective April 1, 2024 through March 31, 2025, and Boiler and Machinery Coverage for the period effective March 1, 2024 through February 28, 2025.

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

/tet

Attachment

cc: Ms. Kandace Mauldin, Chief Financial Officer
Ms. Kayla Dupre, Comptroller
Mrs. Cheryl Lirette, Insurance Technician
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

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

ORDINANCE NO. 9524

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

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

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

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

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

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

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

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

SECTION I

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that The Ledet Corporation d/b/a Ledet Insurance is hereby appointed to serve as Agent/Producer of Record for the TPCG's (Houma Fire Department's) Comprehensive Fireman's Policy and the Boiler and Machinery coverage contract, submitted to Council on **OCTOBER 11th**, 2023, the period of the Firemen's Policy coverage commencing April 1, 2024, and effective through March 31, 2025; and the period of the Boiler and Machinery coverage March 1, 2024, and effective through February 28, 2025.

SECTION II

NOW THEREFORE BE IT FURTHER ORDAINED that, for both Firemen's coverage and Boiler/Machinery coverage, the Terrebonne Parish Consolidated Government reserves the right to exercise the option to renew the appointment for up to two additional, subsequent one-year terms by signing a new contract for the new option term containing the

same terms and conditions of the original contract, unless additional or other terms and conditions are specified by TPCG, subject to approval by TPCG.

SECTION III

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

SECTION IV

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

SECTION V

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

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

THERE WAS RECORDED:

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

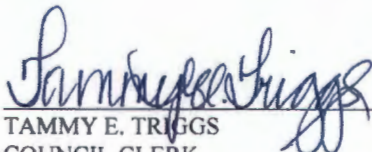
NAYS: None.


NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel.

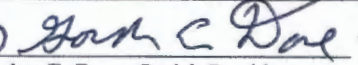
The Chairwoman declared the ordinance adopted on this the 11th day of October 2023.


TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL


JESSICA DOMANGUE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

10/11/2023 2:30PM

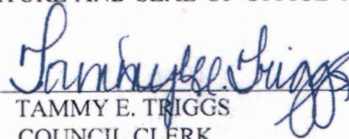
Approved  Vetoed
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

10-16-23 2:14pm

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 October 11, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 12TH DAY OF OCTOBER, 2023.



TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Terrebonne Parish Recording Page

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

Received From :

TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

First VENDOR

TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE

LEDET CORP

Index Type : CONVEYANCES

File # : 1681190

Type of Document : AGREEMENT

Book : 2723 **Page :** 373

Recording Pages : 11

Recorded Information

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

Theresa A. Robichaux

Clerk of Court

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 11/02/2023 at 10:13:35
Recorded in Book 2723 Page 373
File Number 1681190



On (Recorded Date) : 11/02/2023

At (Recorded Time) : 10:13:35AM



Doc ID - 016260070011

Monica Labreque

Deputy Clerk

Return To : TERREBONNE PARISH CONSOLIDATED GOVT
P O BOX 2768
ATTN: LEGAL DEPT/KAYLA DUPRE
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

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

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

I. THE PARTIES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma, Louisiana 70361, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Ordinance No. 9524, hereinafter designated as "Owner" or "TPCG" and

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

II. RECITALS

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

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

WHEREAS, PRODUCER is defined as Agent of Record; and

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

III. AGREEMENT

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

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

3. TERM:

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

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

4. COMPENSATION TO PRODUCER: It is agreed and understood that TPCG shall pay to PRODUCER no more than Twenty Thousand and No/100 (\$20,000.00) Dollars per term for the initial term and any renewal terms of this Agreement. Producer shall invoice TPCG for the annual fee no later than April 1st of each term this Agreement is effective, and payment shall be due 30 days from receipt of invoice. These are the sole fees allowed to PRODUCER, and there shall be no commission and/or payments on this whether directly or indirectly, and including re-insurance, to the PRODUCER as Agent of Record from any person. If any money is received by the PRODUCER, PRODUCER has the responsibility to report this to TPCG along with the amount and percentage of the payment made by any person, national or juridical, to the PRODUCER or the amount and percentage withheld by the PRODUCER from premium dollars paid to the insurer, PRODUCER shall promptly notify TPCG of any commissions received by the PRODUCER and such commissions shall be deducted from, or credited against, the total fee paid by TPCG to the PRODUCER for the respective year.
5. FEE AUDIT: TPCG and/or its authorizing representative will monitor this Agreement for compliance in the following manner, but not limited to:
- A. TPCG retains the right to audit any financial records related to TPCG's premium payments;
 - B. TPCG shall have the right to contact any broker, managing general, or insurer through which the PRODUCER places the business in order to determine if any additional compensation was made to the PRODUCER, including commission, overrides, bonuses, etc.;
 - C. PRODUCER shall provide TPCG with independent verification related to the fee audit within ten (10) working days from the date of written request.
6. TERMINATION: The agreement may be terminated under any or all of the following conditions and PRODUCER will immediately cease to be recognized by Insurers as Insurance Producer of Record to TPCG's insurance contracts written through PRODUCER's office:
- A. Either party may terminate this Agreement at any time, with or without cause, upon 45 days' prior written notice via certified U.S. mail to the other party at its notice address herein;
 - B. TPCG may terminate this Agreement at any time, with or without cause, upon written notice to PRODUCER at its notice address herein by certified U.S. mail;
 - C. TPCG shall have the right to cancel this Agreement immediately upon any breach or violation of this Agreement;
 - D. TPCG shall have the right to cancel this Agreement immediately and without prior notice, if PRODUCER fails to maintain, terminates, or suffers suspension of its licensure if PRODUCER violates any insurance or other law or regulation

applicable to it as an Insurance Producer;

- E. Termination "for cause" may, at the option of TPCG, result in a pro-rata forfeiture of any fee amount as of the termination date;
- F. TPCG shall have the right to cancel this Agreement immediately if there is any commission of fraudulent acts or failure to comply with applicable laws;
- G. TPCG shall have the right to cancel this Agreement should PRODUCER fail to maintain current errors or omissions coverage in an amount that is consistent with Section VIII(A-F), Insurance Requirements for Insurance Producer of Record;
- H. TPCG shall have the right to cancel this Agreement immediately if PRODUCER knowingly and intentionally violates any provision or the intended purpose or essence of this Agreement.
- I. This Agreement may terminate by its own term.

7. HOLD HARMLESS and INDEMNIFICATION: The Producer agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Producer, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Producer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

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

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

8. INSURANCE PRODUCER'S INSURANCE REQUIREMENTS

- A. GENERAL: A selected Producer shall, at its own cost and expense, procure and maintain the insurance as described herein. Said insurance shall remain in full force and effect for the life of the contracted services with the Parish. With respect to professional liability insurance, this insurance shall remain in effect for at least two (2) years after termination of the contracted services with the Parish. If requested by the Parish, the producer shall furnish to the Parish a certificate of insurance evidencing the professional liability insurance for a period of two (2) years after the termination of the agreement. The following insurance coverage shall be provided and maintained and shall apply on a primary basis. The total limits of insurance must be equal to or greater than \$1,000,000 per line of insurance, except for the professional liability insurance, which must be in an amount at least equal to \$5,000,000; however, this is subject to change. Each major line of insurance may have its own set of requirements that must be met. Where indicated as "If Applicable," coverage will only be required if it is necessary for the Producer to perform

services for the parish which would indicate the need for that coverage. Except for professional liability insurance, claims made insurance policies ARE NOT acceptable. Evidence of insurance coverage will be provided utilizing the ACCORD Certificate of Insurance and must be provided prior to the execution of any contract. In addition to the Certificate of Insurance, subject to review and agreement by Producer's Counsel Terrebonne Parish Consolidated Government retains the right to request copies of the selected Producer's entire insurance program (policies) in order to further verify coverage, and same shall not be unreasonably withheld.

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

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

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

C. GENERAL LIABILITY:

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

D. AUTOMOBILE LIABILITY:

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

E. PROFESSIONAL LIABILITY:

- i Coverage for the Producer's liability for its operations as an insurance producer and/or broker;
- ii The policy shall contain no exclusionary language as respects the scope of operations to be performed for Terrebonne Parish Consolidated Government;
- iii IF this policy contains a deductible or retention, it is understood that the Producer

is solely responsible for the payment of any deductible and the Parish has no obligation whatsoever to participate in the payment of said deductible, and co-payments, and/or any claims expenses.

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

9. MISCELLANEOUS:

- A. **FORCE MAJEURE.** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- B. **ASSIGNMENT.** The Producer shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Producer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.
- C. **NO WAIVER.** The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- D. **AUDIT OF RECORDS.** The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- E. **RECORD RETENTION.** All work product, including records, reports, documents, or other material related to this contract or to the proposal for this contract and/or obtained or prepared by Producer in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Producer to the TPCG, at Producer's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Producer to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.
- F. **LOUISIANA PUBLIC RECORDS ACT.** This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Producer acknowledges that it is aware of and shall comply with all laws governing public records.
- G. **RELATIONSHIP BETWEEN THE PARTIES.** The Producer is engaged by the Owner for the purposes set forth in this contract. The relationship between the Producer and the Owner shall be, and only be, that of an independent Producer and

the Producer shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third party beneficiary of any contracts between the Producer and its subcontractors with regard to the Work herein, and Producer shall include a provision regarding the same in any contracts between Producer and its subcontractors.

H. **ACKNOWLEDGMENT OF EXCLUSION OF WORKERS' COMPENSATION COVERAGE.** The Owner and the Producer expressly agree that the Producer is an independent Producer as defined in R.S. 23:1021(7) and, as such, expressly agree that the Owner shall not be liable to the Producer or to anyone employed by the Producer for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

I. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Owner and the Producer expressly declare and acknowledge that the Producer is an independent Producer and, as such, is being engaged by the Owner under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

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

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

J. **EMPLOYMENT OF OWNER PERSONNEL.** The Producer certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.

K. **GOVERNING LAW.** The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

L. **CLAIMS OR CONTROVERSIES.** The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

M. **WARRANTIES.** Producer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner.

N. **CODE OF ETHICS.** The Producer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Producer in the performance of services called for in the Contract. The Producer agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

O. **SEVERABILITY.** If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

- P. **CONTRACT OBTAINED VIA RFP PROCESS.** Parties acknowledge that this Contract does not result from any bid let out by Owner in accordance with the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.
- Q. This Agreement may not be sold, subcontracted, assigned, or transferred at any time without prior written approval of TPCG.
- R. PRODUCER shall maintain limits of insurance in accordance with Section VIII(A-F) of this Contract. PRODUCER shall furnish within three (3) days of signing this Agreement proof of such coverages by providing TPCG with a Certificate of Insurance. TPCG reserves the right to request certified copies of the policies.
- S. All expenses incurred by PRODUCER in its performance of this Agreement shall be borne exclusively by PRODUCER and not by TPCG, except as otherwise specifically agreed in writing by TPCG.
- T. PRODUCER's response to the RFQ for Producer of Record are incorporated herein as if set out at length.
10. **COMPLIANCE WITH LAWS:** The parties hereto and their employees, Producers and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
11. **NONAPPROPRIATION:** Notwithstanding any provisions herein, in the event sufficient funds from the performance of this Agreement are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by the TPCG giving notice to PRODUCER of such facts and TPCG's intention to terminate its financial obligation.
12. **ENTIRE AGREEMENT:** This Insurance Producer of Record Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire Agreement between TPCG and PRODUCER. No change or alteration of the terms of this Insurance Producer of Record Agreement may be made except by agreement in writing signed by an authorized representative of TPCG.
13. **EXECUTION:** This Agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this Agreement the day and year first above written.
14. **NOTICES:** Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, or registered mail.

Notices to TPCG shall be sent to:

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

Notices to PRODUCER shall be sent to:

Leo C. Ledet, Jr.,
PO Box 1070
Houma LA 70361

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

IV. SIGNATURES OF THE PARTIES

THUS DONE AND SIGNED on this 23 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

WITNESSES:

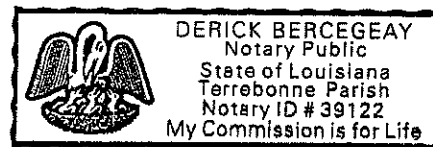
Janet M. Brunet
Janet M. Brunet

Tony Rodriguez
Tony Rodriguez

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

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

[Signature]
Notary Public



THUS DONE AND SIGNED on this 19 day of October 2023, before me, Notary Public, and in the presence of the undersigned witnesses in the City of Houma, Parish of Terrebonne, after a thorough reading of the whole.

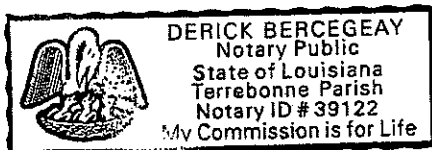
WITNESSES:

Janet M. Brunet
Janet M. Brunet
Tonya Rodriguez
Tonya Rodriguez

PRODUCER:

BY: [Signature]
Leo C. Ledet, Jr.
THE LEDET CORPORATION
D/B/A LEDET INSURANCE

[Signature]
Notary Public



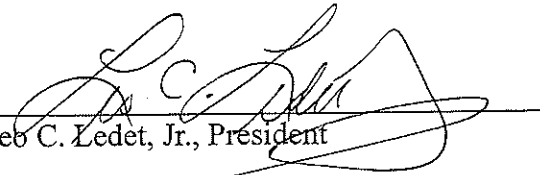
THE LEDET CORPORATION D/B/A LEDET INSURANCE
CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of The Ledet Insurance Corporation D/B/A Ledet Insurance, that its President, Leo C. Ledet, Jr., be and is hereby authorized, empowered and directed, for and on behalf of said corporation, to affect the following transaction:

To execute an agreement with Terrebonne Parish Consolidated Government titled Agreement to Act as Insurance Producer of Record between The Ledet Corporation D/B/A Ledet Insurance and Terrebonne Parish Consolidated, which agreement shall contain such terms and conditions as Agent in his absolute discretion may deem wise, necessary and advisable.

BE IT FURTHER RESOLVED that the said President, Leo C. Ledet, Jr., is hereby authorized to appear before any Notary Public for the purpose of executing said act, or other instruments, papers or documents which might be necessary or proper under the circumstances, we hereby approving, ratifying and confirming any and all acts which the said officer may do or perform by virtue of this mandate.

I, President of The Ledet Corporation D/B/A Ledet Insurance, a corporation organized and chartered under and by virtue of the laws of the State of Louisiana, with its legal domicile in the Parish of Terrebonne, Louisiana, do hereby certify that the foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of said corporation at a meeting held on October 19, 2023, at which meeting a quorum was present and voting.


Leo C. Ledet, Jr., President



Monday, October 28, 2024

Item Title:

4 Way Stop Intersection of Ellendale Drive and Ardoyne Drive

Item Summary:

Consider the introduction of an ordinance to amend Section 18-87 under Chapter 18 of the Terrebonne Parish Code of Ordinances to designate the Intersection of Ellendale Drive and Ardoyne Drive in Houma, Louisiana, a "Four-Way Stop" Intersection, and to authorize the placement of appropriate signs and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/24/2024	Cover Memo
Proposed Ordinance	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo
Backup	10/24/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

"4 Way-Stop" Intersection of Ellendale Drive and Ardoyne Drive

PROJECT SUMMARY (200 WORDS OR LESS)

Consider the introduction of an ordinance to amend Section 18-87 under Chapter 18 of the Terrebonne Parish Code of Ordinances to designate the Intersection of Ellendale Drive and Ardoyne Drive in Houma, Louisiana, a "Four-Way Stop" Intersection, and to authorize the placement of appropriate signs and call a public hearing on said matter on Wednesday, November 20, 2024, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Clyde Hamner

10/24/24

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 18-87 UNDER CHAPTER 18 OF THE TERREBONNE PARISH CODE OF ORDINANCES TO DESIGNATE THE INTERSECTION OF ELLENDALE DRIVE AND ARDOYNE DRIVE IN HOUMA, LOUISIANA, A FOUR-WAY STOP INTERSECTION, AND TO AUTHORIZE THE PLACEMENT OF APPROPRIATE SIGNS

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 the code; and

WHEREAS, safety issues have been reported at the intersection of Ellendale Drive and Ardoyne Drive in Houma, Louisiana; and

WHEREAS, the Ellendale Property Owners Association issued a letter in support of making the intersection a four-way stop, a copy of which is attached to this ordinance; and

WHEREAS, TPCG wishes to designate the intersection a four-way stop intersection;

SECTION II

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Section 18-87 of the Code of Ordinances of Terrebonne Parish shall be and is hereby amended as follows, with underline to show additions:

Sec. 18-87. – Four-way stop intersections.

Ardoyne Drive and Concordia Drive

Ardoyne Drive and Ellendale Drive

Ashland Drive and Graham Drive

SECTION III

NOW, LET IT FURTHER BE ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, erect, install, and maintain appropriate signs at the said intersection. Any vehicle traveling in the said intersection shall adhere to the provisions of this ordinance.

SECTION IV

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 V

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 AMADEE, 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

Ellendale Property Owners Association Inc.
201 Ellendale Boulevard
Houma, Louisiana 70360

September 5, 2024

Terrebonne Parish Consolidated Government
8026 Main Street #600
Houma, La. 70360

Re: Intersection of Ardoyne and Ellendatle Blvd.
Ellendale Subdivision
Request for a 4-way stop

To whom it may concern:

Please allow this letter to be in support of making the intersection of Ardoyne Blvd. and Ellendale Blvd. a 4-way stop.

Should you have any questions, please give me a call.

Sincerely,



John R LeBlanc
President
Jrleblanc58@gmail.com
985 855-2175

Michelle Neil

From: Christopher Pulaski <cpulaski@tpcg.org>
Sent: Thursday, October 24, 2024 9:05 AM
To: Michelle Neil
Subject: Fw: 4-Way Stop at Ellendale Blvd. and Ardoyne Drive
Attachments: 4 way stop.pdf; Screenshot 2024-09-06 at 3.35.57 PM.png



CHRISTOPHER PULASKI, PLA
Director

Department of Planning and Zoning
📞 985.873.6569 🌐 tpcg.org

From: Ryan Page <ryan@tpcg.org>
Sent: Friday, September 6, 2024 3:38 PM
To: Michelle Neil <michelleneil@hmlawfirm.com>
Cc: Christopher Pulaski <cpulaski@tpcg.org>; Jason Bergeron <jason@rustratified.com>; Noah Lirette <noah.j.lirette@gmail.com>; Clyde Hamner <chamner@tpcg.org>
Subject: 4-Way Stop at Ellendale Blvd. and Ardoyne Drive

Michelle, per request of neighbors and the Ellendale Property Owners Association (HOA), please draft a Council resolution to make the intersection of Ellendale Blvd and Ardoyne Drive a 4-way stop (currently only 1 stop sign), to increase safety to motorist and pedestrians. There was an occurrence recently where a motorist took the turn fast from Ellendale Blvd. and almost hit a family walking on the street.

I discussed this with Pulaski, and he agreed that it would be ok for us to forgo the MGO traffic study here and any time we are converting a stop from a 1 or 2-way stop to a 4-way stop (lowering speeds of motorist and adding stops). We would keep the existing MGO traffic study process in place for any time we would be reducing the number of stops at an intersection, or adding stop signs to a location that did not previously have any stop signs.

Attached is the request letter from the HOA for backup, as well as map for reference. The map has pin on it that is the location of the one stop sign that exists here now. We are wanting to add stop signs to the other 3 sides.

Clyde Hamner is copied here as the neighbor and myself have already discussed this with him.

Let me know if any questions or concerns,



RYAN PAGE, CPIA, CIC
Director

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ARDOYNE DR

ELLENDALE BLVD

ELLENDALE BLVD

ARDOYNE DR

